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City of St. Helens COUNCIL AGENDA

Wednesday, March 1, 2017

City Council Chambers, 265 Strand Street, St. Helens

City Council Members

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

Welcome!

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

1. **7:00PM - CALL REGULAR SESSION TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **INVITATION TO CITIZENS FOR PUBLIC COMMENT** – *Limited to five (5) minutes per speaker.*
4. **ORDINANCES – Final Reading**
 - A. **Ordinance No. 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
5. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
 - A. Intergovernmental Agreement with Columbia County for Gable Road Improvement Project
 - B. Amendment No. 2 to Contract with Western Partitions for 2MG Reservoir Rehab Project
 - C. Easement Agreement with Terry Emmert for Public Access off Gable Road
 - D. Intergovernmental Agreement with City of Portland for Use of Training Complex
 - E. Contract Payments
6. **APPOINTMENTS TO CITY BOARDS & COMMISSIONS**
7. **CONSENT AGENDA FOR ACCEPTANCE**
 - A. Parks Commission Minutes dated December 12, 2016
 - B. Planning Commission Minutes dated January 10, 2017
 - C. Accounts Payable Bill List
8. **CONSENT AGENDA FOR APPROVAL**
 - A. OLCC Licenses
 - B. Council Work Session, Public Hearing and Regular Session Minutes dated November 16, December 7 and December 21, 2016
 - C. Exclusive Use Permit: Girls Softball/SHHS JV Softball, Campbell Park Fields 1&2, 3/27 – 7/15
 - D. Accounts Payable Bill List
9. **MAYOR SCHOLL REPORTS**
10. **COUNCIL MEMBER REPORTS**
11. **DEPARTMENT REPORTS**
12. **ADJOURN**

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

City of St. Helens
ORDINANCE NO. 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

INTERGOVERNMENTAL AGREEMENT BETWEEN COLUMBIA COUNTY AND THE CITY OF ST. HELENS

This Agreement is made by and between Columbia County, a political subdivision of the State of Oregon (hereinafter the "County"), and the City of St. Helens, a municipality (hereinafter the "City").

WHEREAS, the County and the City are authorized under ORS 190.003 to 190.030 and ORS 221.410 to enter into intergovernmental agreements for the performance of any and all functions that the County and the City have authority to perform; and

WHEREAS, Gable Road is a County Road that is within the city limits of the City of St. Helens; and

WHEREAS, in partnership with the City, County applied for and was awarded grant funds by the Oregon Department of Transportation for pedestrian, bicycle and other improvements on Gable Road leading to St. Helens High School; and

WHEREAS, the estimated total project cost is \$3,136,101, which includes a local match in the amount of \$322,078; and

WHEREAS, the County and the City have determined that it is in the public interest for both parties to contribute funds and services to complete the project and meet the match requirements of the grant agreement; and

WHEREAS, the parties therefore wish to enter into an intergovernmental agreement to set forth each party's duties and obligations; and

NOW THEREFORE, in consideration of the benefits that will accrue to the County and City, and the covenants set forth herein, the parties agree to the following:

1. **Recitals True.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Term.** This Agreement shall become effective on the date last signed, below, and shall terminate on December 31, 2019.

3. **Purpose.** The purpose of this Agreement is to set forth the duties and obligations of each party for the completion of Gable Road improvements (hereinafter referred to as the "Project"), as described in Local Agency Agreement No. 30927 between the State of Oregon Department of Transportation and Columbia County (hereinafter referred to as the "Grant Agreement"), attached hereto as Exhibit A and incorporated herein by this reference.

4. **County's Obligation.** In accordance with the terms and conditions of the Grant Agreement and this Agreement, the County shall:

- (a) Contribute \$120,780 to the Project, which is 37.5% of the \$322,078 total required match. Funds shall be placed in and drawn from a budget line.

- (b) Accept City's contribution of \$201,298, which the County shall draw for the Project at the following phases: (1) Preliminary Engineering; (2) Right of Way Acquisition; and (3) Project Construction. Unused funds shall be returned to the City following Project completion.
- (c) Draw City and County funds to cover project expenses in the following proportion: 62.5% from the City's contribution and 37.5% from the County's contribution.
- (d) Coordinate selection of Engineering Consultant for Project management.
- (e) Coordinate with all Project stakeholders, *i.e.* County, City, State and other regulatory agencies.
- (f) Manage construction activities, including supervising consultants and contractors, inspecting construction work and submitting data to the Oregon Department of Transportation.
- (g) Inspect and accept construction materials that the County deems meets contract specification.
- (h) Allow the City to access storm and sewer facilities within with right-of-way for compliance monitoring and reporting with prior approval by the County.
- (i) Comply with all terms and conditions of the Grant Agreement.

5. City's Obligation.

- (a) Contribute \$201,298 to the Project, which is 62.5% of the \$322,078 total required match. Unless otherwise approved by the parties in writing, the City shall advance the full amount of funds to the County by August 1, 2016.
- (b) Assist County in consultant selection.
- (c) Provide representative to be point of contact for the City on all Project interests and speak on behalf of the City at all Project meetings.
- (d) Coordinate with County on utility relocation discussions on City-owned utilities or connections to City-owned utilities with right of way.
- (e) Provide assistance with review and approval of City permits, including land use approvals.
- (f) Inspect all Project work to assure that it meets City standards.
- (g) Comply with all applicable terms and conditions of the Grant Agreement and take no action that would cause the County to be in default of the Grant Agreement.

6. No Employee/Employer Relationship. In the performance of this Agreement, County employees shall not be considered City employees, and City employees shall not be considered County employees.

7. Termination.

This Agreement may be terminated upon the mutual consent of both parties. Unless otherwise agreed by the parties in writing prior to termination, all funds contributed by the City shall remain in the County's possession and be applied to the completion of the project, as provided in this Agreement. No funds will be returned until the project is completed, and the County in its sole discretion has determined those funds to be in excess of project costs.

8. **Contract Representatives.** Contract representatives for this Agreement shall be:

For County:

Tristan Wood
Engineer Project Coordinator
1054 Oregon Street
St. Helens, OR 97051
503-397-5090

For City:

Sue Nelson
Public Works Engineering Director
265 Strand Street
St, Helens, OR 97051
503-397-6272

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

9. **Time.** Time is of the essence in this Agreement.

10. **Indemnity.** County agrees to indemnify and hold harmless City, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to County's performance of, or failure to perform, its obligations under this Agreement, or for any other negligent or willful act or omission by County. City agrees to indemnify and hold harmless County, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to City's performance of, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by City. The indemnification and hold harmless provisions set forth in this paragraph are subject to the limits and provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and as to the County, Article XI, Section 10 of the Oregon Constitution, and, as to the City, its Charter debt limitations.

11. **Insurance.** The parties shall maintain comprehensive general liability and property damage insurance in amounts up to the limits of the Oregon Tort Claims Act as to any and all work performed under this Agreement.

12. **Severability.** If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, including the application of any term or provision to persons or circumstances other than those as to which the application is declared invalid or unenforceable, shall not be affected.

13. **Attorney Fees.** If suit or action is instituted arising out of this Agreement, each party shall be responsible for its own attorney fees.

14. **Governing Law; Venue.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Oregon (without regard to conflicts of law principles). Venue shall lie exclusively in the Circuit Court of the State of Oregon for Columbia County in St. Helens, Oregon.

15. **Amendment.** This Agreement may only be amended by a writing signed by the County and City.

16. **No Waiver.** Waiver by either party of the strict performance of any term or covenant of this Agreement or any right under this Agreement shall not be construed as a continuing waiver.

17. **Successors and Assigns.** This Agreement and the covenants, agreements, obligations, and restrictions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and to their respective representatives, successors, and permitted assigns.

18. **Entire Agreement.** This is the entire agreement between the parties and supersedes all prior agreements, proposals or understandings, whether written or oral. All such previous agreements, proposals or understandings, whether written or oral, are rescinded.

IN WITNESS WHEREOF the parties have caused this agreement to be executed and do each hereby warrant and represent that their respective officers, whose signatures appear below, have been and are on the date of this agreement authorized by all necessary and appropriate legal action to execute this agreement.

DATED this ____ day of _____, 2017.

**COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS:**

Henry Heimuller , Chair

Margaret Magruder, Commissioner

Alex Tardif, Commissioner

Approved as to Form:

Office of County Counsel

CITY OF ST. HELENS:

Rick Scholl, Mayor

Attest:

Kathy Payne, City Recorder

Approved as to Form:

City Attorney for Contracts

LOCAL AGENCY AGREEMENT
Locally Delivered State Funded Project Program
Gable Road: US 30 – Columbia Boulevard, Sidewalk (St. Helens)
Columbia County

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and COLUMBIA COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. Gable Road is an urban arterial located in the City of St. Helens (City). The County acts as the road authority in accordance with ORS 810.010.
3. Agency wishes to exchange unspent federal funds previously allocated for the Project for State funds, in order to fund the Project using State funding. State has determined that Agency is eligible for State funds for the work to be performed under this Agreement through the Locally Delivered State Funded Project Program.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State and Agency agree that Agency shall design and construct sidewalks and bike lanes on Gable Road between US 30 and Columbia Boulevard, hereinafter referred to as "Project." The Project location and approximate limits are shown on the map marked "Exhibit A," attached hereto and by this reference made a part hereof.
2. The total Project cost for the work to be performed under this Agreement is estimated at \$3,136,101, which is subject to change. Prior to exchanging funds, the federal share of the total Project cost is \$2,814,023.43.
 - a. Per the fund exchange ratio of \$0.94 state dollars for \$1.00 federal dollars, Agency will exchange \$2,814,023.43 of federal dollars allocated for this Project for \$2,645,182.02 of state dollars. State funds under this Agreement are limited to \$2,645,182.02.

- b. State shall reimburse Agency 84.35% of eligible, actual costs incurred in carrying out the Project, up to the maximum amount of state funds committed for the Project.
3. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. In the event of an underrun, any unspent state funds will be retained by State and will not be available for Agency use. State funds transferred to Agency must be used for the Project.
4. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.
5. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in Terms of Agreement, paragraph 1 of this Agreement.
2. Agency agrees that the Project shall be developed in conformance with the current edition of A Policy on Geometric Design of Highways and Streets by the American Association of State Highway and Transportation Officials (AASHTO). For non-highway projects Agency shall use applicable AASHTO standards.
3. Agency shall:
 - a. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (ADA), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - b. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form;
 - c. At Project completion, send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp

constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required from the Agency showing that each curb ramp meets ODOT standards and is ADA compliant. State's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>;
and

- d. Promptly notify State of Project Completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Property by Agency and prior to release of any Agency contractor.
4. Agency shall, at its own expense, periodically inspect and maintain any sidewalks, curb ramps, and pedestrian-activated signals on portions of the Project under Agency's maintenance jurisdiction upon Project completion and throughout the useful life of the Project to ensure continuing compliance with ADA standards. This provision shall survive termination of this Agreement.
5. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project, the Agreement number, the Project phase (such as preliminary engineering, right of way, and construction), the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Invoices shall not be presented for periods of less than one (1) month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates.
6. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
7. Agency or its consultant shall acquire all necessary right of way in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual.

8. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
9. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
10. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
11. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as twenty (20) years. Maintenance and power responsibilities shall survive any termination of the Project Agreement.
12. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
 - a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
 - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.
13. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within

Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.

14. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
15. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
16. If Agency enters into a construction contract for performance of work for the Project, then Agency will include provisions in that contract requiring its contractor to comply with the following:
 - a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.

- c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than ☒ \$1,000,000 ☐ \$2,000,000 ☐ \$5,000,000 for each job site or location. Each annual aggregate limit shall not be less than ☐ \$1,000,000 ☒ \$2,000,000 ☐ \$4,000,000 ☐ 10,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
 - e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
17. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
18. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

19. Agency's Project Manager for this Agreement is Tristan Wood, Engineering Project Coordinator, Columbia County Roads Department, 1054 Oregon Street, St. Helens, Oregon 97051; phone: (503) 397-5090; email: tristan.wood@co.columbia.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State shall reimburse Agency 84.35% of eligible costs incurred in carrying out the Project up to the maximum amount of state funds committed for the Project in Terms of Agreement, paragraph 2 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency. Final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.
2. State shall provide the following items to Agency's Project Manager no later than execution of this Agreement:
 - a. Scoping Notes; and
 - b. Any other project specific information gathered during the scoping and selection process.
3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.
4. If traffic signal improvements are on or along a State Highway, traffic signal timing shall be the responsibility of State, unless there is an agreement that specifically allows Agency to perform that function. As part of those traffic signal responsibilities State shall:
 - a. Ensure its Region Electrical Crew, at Project expense, perform the signal equipment environmental testing and perform the signal field testing and turn on.
 - b. Retain the right of review of the traffic signal timing for signals on state highways, or those which State maintains, and shall reserve the right to request adjustments when needed.
 - c. Notify the local jurisdiction whenever timing changes that affect the operation of local street connections to the state highway are scheduled. All modifications shall follow guidelines set forth in the current Manual on Uniform Traffic Control Devices, and the current ODOT State Traffic Signal Policy and Guidelines.

- d. Maintain the pavement surrounding the vehicle detector loops installed in the State highway in such a manner as to provide adequate protection for said detector loops at its own expense upon completion of the Project.
 - e. Maintain the pavement markings and signing installed on the State highway in accordance with current State standards.
 - f. Where Agency has an agreement with State to modify signal timing and the Agency modifies timing to add railroad or emergency vehicle preemption, bus priority, or other changes that affect vehicle or pedestrian clearances, or operation of the state highway, Agency shall promptly report such modifications to State's Region Traffic Engineer.
5. State's Project Manager for this Agreement is Bill Jablonski, Local Agency Liaison, ODOT, Area 1, 350 West Marine Drive, Astoria, Oregon 97103-6206; phone: (503) 338-7334; email: william.r.jablonski@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
- a. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If Agency fails to provide payment of its share of the cost of the Project.
 - b. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
 - i. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of its

reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- ii. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
2. If Agency terminates this Agreement for convenience, as described in General Provisions, paragraph 1 above, Agency must reimburse State for all state funds expended on the Project. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency termination.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of

expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key No. 18740) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

COLUMBIA COUNTY, by and through its
elected officials

By _____
Chair

By _____
Commissioner

By _____
Commissioner

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY** (If required in Agency's
process)

By _____
County Legal Counsel

Date _____

Agency Contact:

Tristan Wood, Engineering Project Coordinator
Columbia County Roads Department
1054 Oregon Street
St. Helens, OR 97051
Phone: (503) 397-5090
Email: tristan.wood@co.columbia.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Manager

Date _____

By _____
Region 2 Planning and Development
Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

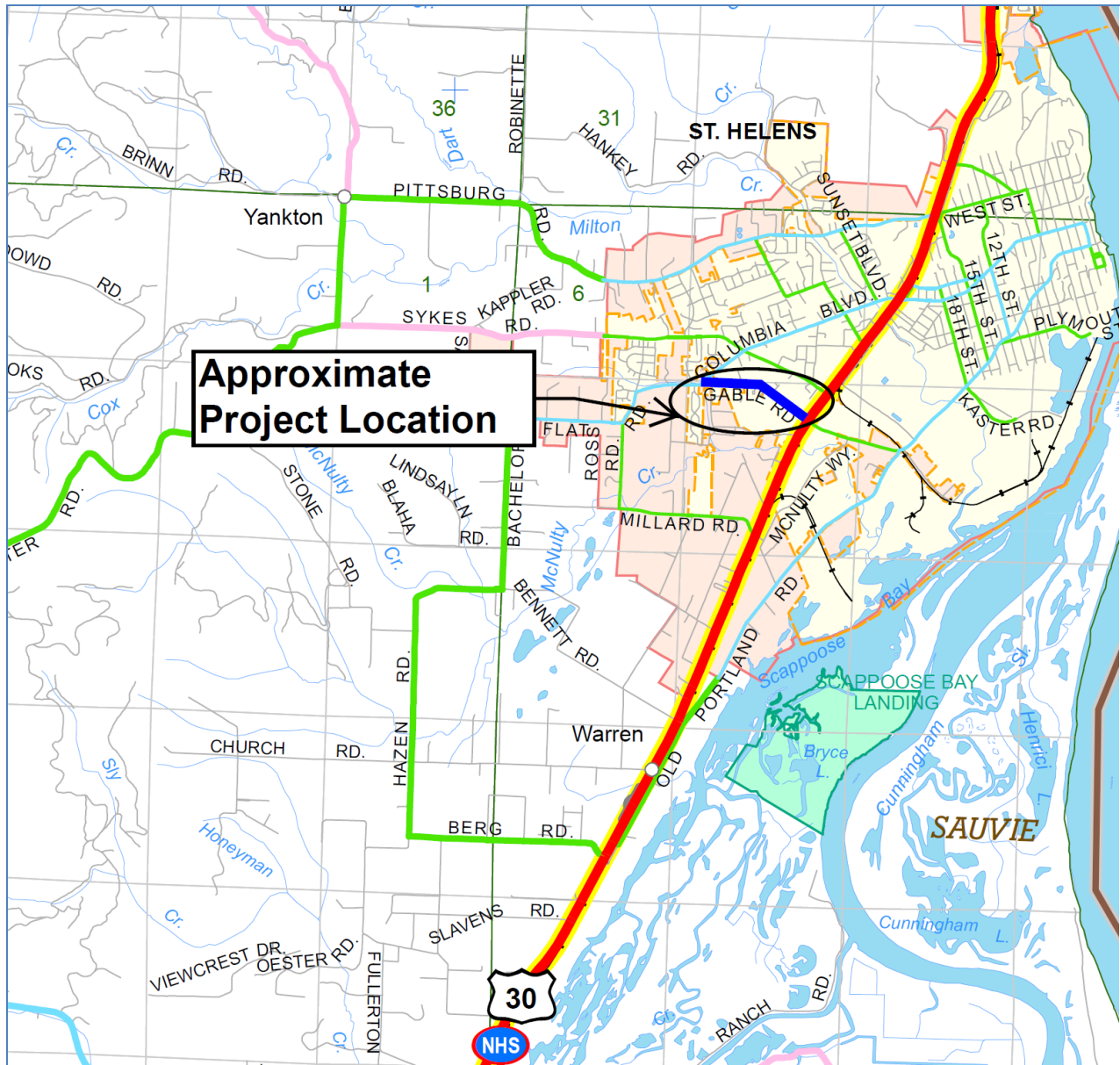
By _____
Assistant Attorney General

Date _____

State Contact:

Bill Jablonski, Local Agency Liaison
ODOT, Area 1
350 West Marine Drive
Astoria, OR 97103-6206
Phone: (503) 338-7334
Email: william.r.jablonski@odot.state.or.us

EXHIBIT A – Project Location Map
Gable Road: US 30 – Columbia Boulevard, Sidewalk (St. Helens)



**SECOND AMENDMENT TO
WESTERN PARTITIONS, INC. PUBLIC IMPROVEMENT CONTRACT**

This agreement is entered into this 1st day of March, 2017, by and between the City, (hereinafter "City"), and Western Partitions, Inc., (hereinafter "Contractor").

RECITALS

- A. City and Contractor entered into a Public Improvement Contract on September 6, 2016 and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. As part of the original contract Contractor and City agreed that Contractor would perform services to blast, clean, seal, patch, coat, and disinfect the interior concrete surface of the 2 million gallon reservoir located at 35259 Pittsburg Rd, and also remove and reinstall existing interior access ladder and weir box.
- C. Additional time is required to complete the extended work schedule due the extensive work required to plug the leaks in the reservoir wall in order to proceed with coating and project delays to severe weather.

NOW, THEREFORE, in consideration for the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, Contractor and City agree as follows:

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. Total compensation for the added work described in Section C above is estimated to be \$44,002, and the total not-to-exceed price to accomplish all work required under the contract, including modified scope, shall be adjusted to \$502,342.
- 3. The contract completion date shall be extended to March 31, 2017.
- 4. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 1st day of March, 2017.

Contractor

City

Date:_____

Rick Scholl, Mayor
Date:_____

Attest:

By:_____
Kathy Payne, City Recorder



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: City Council
FROM: Jacob A. Graichen, AICP, City Planner
RE: Public access easement for trail at 2520 Gable Road
DATE: February 21, 2017

The City's 2015 Parks and Trails Master Plan (Ordinance 3191) identifies trails (or potential ones) in the city. This helps up determine when to advance public passage when development occurs.

Recently, a building permit was applied for to build a home at 2520 Gable Road. This is also the location of trail #18, a local access trail between Gable Road and Sykes Road identified in the Parks and Trails Master Plan.

As part of the building permit approval, staff is requiring a 5' wide access easement along that property's east side. When the adjacent property to the west (2480 Gable Road) develops the same will be required along its west property line (shared with 2520 Gable Road), completing the 10' total width.

Simply utility easements usually don't require the Mayor's signature but in an easement like this one, where there are terms obligating both parties, it should be signed by both parties.

There is an insurance obligation of the city. I checked with our insurance agent who was not concerned. Someone from the city does need to let Hagan Hamilton Insurance Services know to add the property owner as an additional insured once we record the easement.

Please authorize the Mayor's signature at the regular session.

AFTER RECORDING RETURN TO:

City of St. Helens
Attn: City Administrator, City Hall
265 Strand Street
St. Helens, OR 97051

UNTIL A CHANGE IS REQUESTED

SEND TAX STATEMENTS TO:

No Change

This space provided for recorder's use.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 2017 ("Effective Date") by and between Terry W. Emmert ("Grantor") and the City of St. Helens, an Oregon municipal corporation ("Grantee").

RECITALS

A. Grantor owns real property located in the City of St. Helens, Columbia County, Oregon, legally described as **Parcel 1, of Partition Plat No. 2006-30**.

Deed reference number: 2016-9950

B. Grantee desires to have an access easement for a bicycle and pedestrian trail, 5 feet in width, along the east side of the Grantor Property legally described and depicted on the attached and incorporated Exhibit A ("Easement Area") and Grantor agrees to grant this easement to Grantee.

C. The purpose of this Easement Agreement is to set forth the terms and conditions of the agreed upon easement.

D. Grantor agrees to grant and City agrees to accept the easement pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the performance of Grantor and Grantee, and of performance of the mutual covenants, agreements, conditions and stipulations contained herein, it is mutually agreed by and between the Parties as follows:

SECTION 1. DEFINITIONS.

1.1 Easement Area. "Easement Area" shall be that area described and depicted on the attached and incorporated **Exhibit A**.

1.2 Party or Parties. “Party” or “Parties” shall mean Grantor and Grantee, together with their successors and permitted assigns.

SECTION 2. EASEMENTS.

2.1 Scope of Easement.

2.1.1 Grantor grants to Grantee an exclusive easement over the Easement Area, which includes the right, privilege, and authority to the Grantee to construct, build, patrol, operate, replace, and maintain thereon permanent pedestrian, and bicycle pathway or trail access, with all appurtenances incident thereto or necessary therewith for the use by Grantee and the public, including such renewals, repairs, replacements, and removals as may from time to time be required. It also includes incidental vehicle access for authorized service vehicles.

2.1.2 Grantee may take all actions necessary to construct, maintain, and repair the trail or pathway located in the Easement Area, including, without limitation, installing the following related surface and subsurface utilities and improvements: (i) trail surfaces, foot bridges and associated trail structures, (ii) trail markers, signs, lights, benches, and other security enhancements, and (iii) any barriers, fences, and gates necessary to prevent motorized vehicular access. All such improvements constructed by Grantee shall be the property of Grantee.

2.1.3 Grantee shall be responsible for obtaining all governmental permits for any construction in the Easement Area and Grantor shall cooperate in good faith with Grantee in obtaining any necessary construction and/or development permits. Grantee is solely responsible for all costs of repair and maintenance to and all improvements constructed in the Easement Area.

2.2 Consideration. The consideration for this easement is non-monetary, which is the whole thereof.

SECTION 3. LIENS. Grantee shall keep the Easement Area free from any and all liens arising out of any work performed, materials furnished to or obligations incurred in connection with this Agreement. If a lien is filed, Grantee shall, within thirty (30) days after the date of the imposition of any such lien, pay the lien claim in full, unless it desires to contest any such lien claim, in which case the Party shall, within such thirty (30)-day period and as a condition precedent to its right to so contest, record a bond executed by a corporation authorized to issue surety bonds in the State of Oregon to the effect that the principal on the bond shall pay the amount of the claim and all costs and attorney fees that are awarded against the land on account of the lien. The bond shall be in such amount as may be required by Oregon law (*see* ORS 87.076(1)) to release the lien from the affected Property.

SECTION 4. INDEMNIFICATION. The parties to this Agreement acknowledge that, to the extent so provided in ORS 105.672 to ORS 105.696, both Grantor and Grantee are immune from liability for injuries incurred on the property by members of the public who access the Easement Area under authority of this Easement. To the extent allowed by Oregon law, and specifically subject to the limitations of the Oregon Tort Claims Act, Grantee shall indemnify, defend, and hold harmless Grantor against all losses and litigation expenses resulting from property damage

and/or personal injuries or death that occur or are alleged to occur as a result of Grantee's use of the Easement Area or the installation or maintenance of the trail or any improvements constructed in the Easement Area, except to the extent caused by the negligent or wrongful acts or omissions of Grantor.

SECTION 5. INSURANCE. Grantee shall maintain at all times, at its expense, comprehensive public liability insurance and property damage liability insurance in respect of the Easement Area with Two Million and No/100 Dollars (\$2,000,000.00) minimum combined single limit coverage, or its equivalent.

SECTION 6. MISCELLANEOUS.

6.1 Severability. If any provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby. The remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included. It shall not be deemed that any such invalid provision affects the consideration for this Agreement and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

6.2 Taxes. Grantor shall pay when due all real property taxes, assessments, and other charges against the Easement Area. There shall be no right to contribution from Grantee for such items.

6.3 Title. Grantor represents and warrants that Grantor owns the entire fee simple interest in the Easement Area, and has the full power and lawful authority to enter into this Agreement. Grantor further represents and warrants that the Easement Area is not subject to any liens or encumbrances that would prevent Grantor from entering into this Agreement.

6.4 Oregon Law. This Agreement shall be construed in accordance with the laws of the State of Oregon. Venue shall be in Columbia County Circuit Court.

6.5 Notices. All notices, approvals, consents or requests given or made pursuant to this Agreement shall be (a) upon receipt by personal delivery when written acknowledgment of receipt thereof is given, (b) if given by United States mail, certified mail, return receipt requested, with postage prepaid, two (2) days after it is deposited in the mail, or (c) if given by a nationally recognized overnight carrier prepaid for next business day delivery. Notices shall be addressed as follows until a new address for notices shall be designated by notice in the manner provided in this paragraph to all other Parties:

If to Grantor: Terry W. Emmert
11811 SE Hwy 212
Clackamas, OR 97015

If to Grantee: City of St. Helens

Attn: City Administrator
City Hall

265 Strand Street
St. Helens, OR 97051

with a copy to: Jordan Ramis PC
Two Centerpointe Drive, 6th Floor
Lake Oswego, OR 97035
Fax: (503) 598-7373

6.6 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

6.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto in regard to the subject matter stated herein. The Parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered by the Parties hereto, or their successors or assigns.

6.8 Duration. Unless otherwise canceled or terminated, the easement and rights granted in this Agreement, and the obligations herein, shall continue in perpetuity.

6.9 Recording. The fully executed original of this Agreement will be duly recorded in the Deed Records of Columbia County.

6.10 Termination. In the event Grantee determines this Agreement will no longer serve a public purpose, Grantee may terminate this Easement Agreement by recording a Termination of Easement with the Columbia County Recorder.

6.11 Legal Effect and Assignment. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. This Easement Agreement may be enforced by an action at law or in equity.

6.12 Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law.

6.13 Nonwaiver. Any failure to enforce any provision of this Agreement will not be deemed a waiver of the right to enforce that provision or any other provision of this Agreement.

6.14 Severability. If any provision of this Agreement is found to be void or unenforceable, it is the intent of the Parties that the rest of the Agreement will remain in full force and effect, to the greatest extent allowed by law.

6.15 Modification. This Agreement may not be modified unless signed by Grantor and Grantee and the modification is recorded.

6.16 Runs with the Land. This Easement Agreement and the rights and obligations contained herein will be perpetual and will run with the land.

6.17 Time of the Essence. Time is of the essence in performance of this Agreement.

6.18 Representations & Authority. The individual executing this Agreement on behalf of Grantor represents and warrants to Grantee that he/she has the full power and authority to do so on behalf of the Grantor, who is the legal owner of Grantor's Property and to bind said owner to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

GRANTOR

By: _____
Name: _____
Its: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2017 by
_____ as _____ of _____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

GRANTEE

CITY OF ST. HELENS, an Oregon municipal corporation

By: _____
Name: _____
Its: _____

STATE OF OREGON)
) ss.
County of _____)

[Acknowledgment Follows on Next Page]

This instrument was acknowledged before me on _____, 2017, by
_____ as _____ of the City of St. Helens, an Oregon
municipal corporation.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

C. N. GABLE COUNTY
ROAD NO. 40

PUBLIC
ACCESS
EASEMENT

SET N 74°03'14"
W 0.30' DUE TO
ROCK

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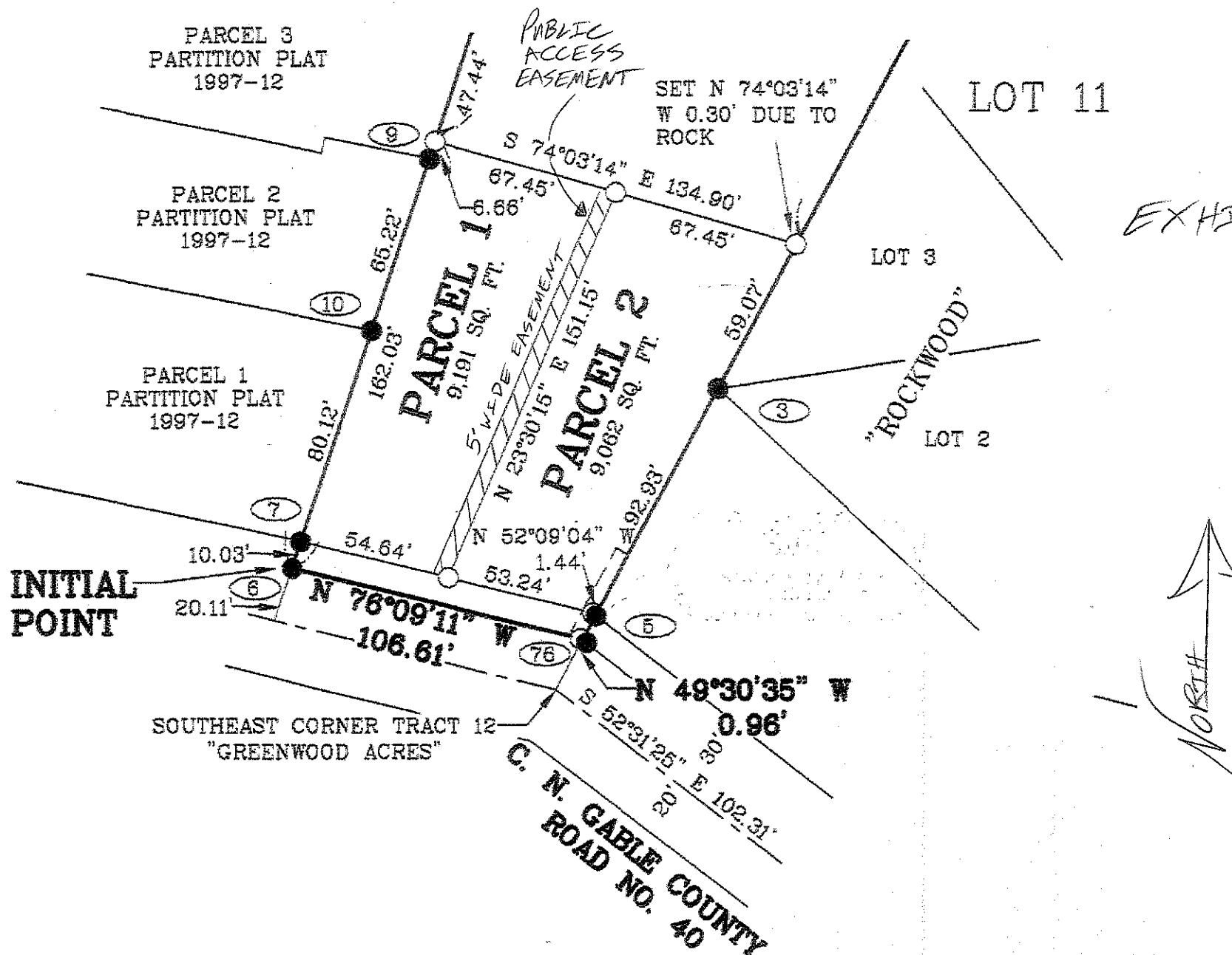
EXHIBIT "A"

LOT 3

"ROCKWOOD"
LOT

LOT 2

1024



AGREEMENT NO. []

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF PORTLAND AND CITY OF ST. HELENS**

**FOR USE OF THE
PORTLAND POLICE BUREAU TRAINING COMPLEX**

Under the authority of ORS 190.010, this agreement (“Agreement”) is entered into between the City of Portland (“CITY”) and City of St. Helens (“AGENCY”) for AGENCY’S use of CITY’s Portland Police Bureau Training Complex (“FACILITY”). Together CITY and AGENCY may be referred to as “Parties” or individually as a “Party”.

RECITALS

FACILITY is located at 14912 Northeast Airport Way, Portland, OR 97230 and described in **Attachment A**. The FACILITY contains firing ranges, driving courses, scenario rooms, and classroom facilities. AGENCY desires to use portions of FACILITY to train its law enforcement officers.

THE PARTIES AGREE

A. Fees

Fees for use of portions of FACILITY shall be in accordance with the fee schedule set forth in **Attachment B** to this Agreement.

The Fee Schedule is subject to the terms of the labor agreement between CITY and the Portland Police Association, specifically that any FACILITY usage outside the regular business hours of 0700-1700 Monday – Thursday will be assessed an additional fee for staff supervision. This additional charge is subject to change and will be adjusted as necessary in **Attachment B**.

B. Use of Portions of FACILITY

Use of portions of FACILITY shall be subject to the terms and conditions set forth in **Attachment C**.

C. Payment

CITY will bill the AGENCY monthly for use of FACILITY to include room fees and materials. Payment of fees is due within thirty (30) days of receipt of the CITY’S invoice. Any payment not paid when due will be subject to a late payment charge equal to one and one-half percent (1.5%) per month on the unpaid fees.

D. Term of Agreement

This Agreement is effective upon the signature of both parties and shall be ongoing, provided that either Party may terminate the Agreement on thirty (30) days' written notice to the other. The Agreement shall automatically renew from year to year, unless either Party gives to the other Party notice in writing of its intent not to renew at least thirty (30) days prior to the end of the term. A renewal term shall be deemed to incorporate CITY's current schedule of fees for use of FACILITY and materials. The parties agree to review this Agreement every five years and confer.

E. Rules and Scheduling

The parties understand that this Agreement allows AGENCY to request certain dates or times of use, but CITY, in its sole discretion, will schedule AGENCY's dates and times of use by balancing the needs of the CITY, AGENCY, and other users as the CITY deems appropriate.

The CITY has adopted rules and regulations pertaining to use by AGENCY and other users of the FACILITY which the City may update from time to time. AGENCY agrees that upon written notice of such rules and regulations, they shall be deemed to be a part of this Agreement.

The policies and procedures shall include, without limitation, the days and hours of operation for the Facility.

CITY will prepare an annual schedule for use of the desired portions of Facility by the Parties ("Range Schedule"). The Range Schedule will cover July 1 through June 30 of the following year. FACILITY will post and update the Range Schedule on the RMS.

CITY will assign an employee to monitor compliance with, and to update and maintain, the Range Schedule on a day-to-day basis ("Scheduling Officer"). The Scheduling Officer may authorize days/ hours of use by each authorized AGENCY. The Scheduling Officer may remove/ delete days of use shown on the approved annual Range Schedule.

F. Range Use

AGENCY shall comply with the Range Use Rules in Attachment D when AGENCY uses the firing ranges located in FACILITY.

G. Scenario Training Room Rules

AGENCY shall comply with Scenario Training Room Rules in Attachment E when AGENCY uses the Scenario Village Training Room located in FACILITY. CITY may amend the Scenario Training Room Rules at CITY's sole discretion.

H. Driving Range Rules

AGENCY shall comply with Driving Range Rules in Attachment F when AGENCY uses the Driving Range located in FACILITY. CITY may amend the Driving Range Rules at CITY's sole discretion.

I. Indemnity

AGENCY shall compensate CITY for any loss or damage suffered by CITY arising from the negligence of the AGENCY, its agents, employees, program attendees, or instructors during use of the FACILITY. AGENCY agrees to defend, indemnify and hold harmless CITY and its officers, agents and employees from any liability or claims for damages or injury arising from the AGENCY's use of the FACILITY by the AGENCY, its agents, employees, program attendees, or instructors. AGENCY shall not be liable to CITY for claims which do not arise from the alleged negligence of the AGENCY, its agents, employees, program attendees, or instructors in connection with the AGENCY's use of the FACILITY. AGENCY's duties contained in this section survive the termination of this agreement.

J. Insurance

AGENCY shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below.

CITY reserves the right to require additional insurance coverage as required by law to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance

AGENCY, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, AGENCY, its contractors, and any employers working under this Agreement shall maintain coverage for all subject workers.

2. General Liability Insurance

AGENCY shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000.

3. Automobile Liability Insurance

AGENCY shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

4. Additional Insured

AGENCY's general liability insurance coverage shall name the City of Portland and its bureaus, divisions, officers, agents and employees as Additional Insureds, with respect to the AGENCY's or its contractors' activities to be performed or services to be provided.

5. Primary and Noncontributory Coverage

AGENCY's insurance coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

6. Continuous Coverage and Notice of Cancellation

AGENCY shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from AGENCY to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, AGENCY shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

7. Certificates of Insurance

AGENCY shall provide proof of insurance through acceptable certificates of insurance and additional insured endorsement terms to CITY at execution of the Agreement and prior to any commencement AGENCY's use of FACILITY. The certificates will specify all of the parties who are endorsed on the policy as additional insureds (or loss payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. AGENCY shall pay for all deductibles and premiums. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. AGENCY may provide CITY a certificate of self-insurance that certifies AGENCY has the types and amounts of insurance coverage required in this section K (Insurance). If AGENCY supplements its self-insured coverage with a commercial excess or umbrella policy to meet the limits of insurance required by this section K (Insurance), AGENCY shall provide proof of supplemental excess or umbrella coverage in the form of a certificate of insurance acceptable to CITY.

K. Repairs

AGENCY agrees to compensate CITY for repairs that are required due to damage caused by AGENCY, its agents, employees, program attendees, or instructors during use of the FACILITY to its grounds, facility, equipment or contents of the facility. AGENCY shall compensate the City within 30 days upon the request of CITY.

L. Notice

Notices mailed by first-class mail shall be deemed delivered three (3) days after the date of mailing. Place for notice may be changed by either Party by written notice to the other.

Any notice to AGENCY or CITY shall be sufficient if personally delivered, emailed, or mailed by first-class mail, addressed to:

City of Portland:

Training Division Captain
Portland Police Bureau
14912 NE Airport Way
Portland, OR 97230

Agency:

City of St. Helens
Police Department
PO Box 278
St. Helens, OR 97051

and

Portland City Attorney's Office
1221 SW 4th Avenue, Suite 430
Portland, OR 97204

M. Termination and Amendment

This Agreement may be terminated by either Party upon thirty (30) days written notice to the other.

This Agreement and any amendments to it will not be effective until approved in writing by the parties' authorized representative.

N. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes prior memoranda and all prior documents relating to the subject matter of the agreement. All oral agreements and understandings of the parties have been integrated in this Agreement. This Agreement may only be amended by a writing executed by both parties in accordance with Section M of this Agreement.

SIGNATURES:

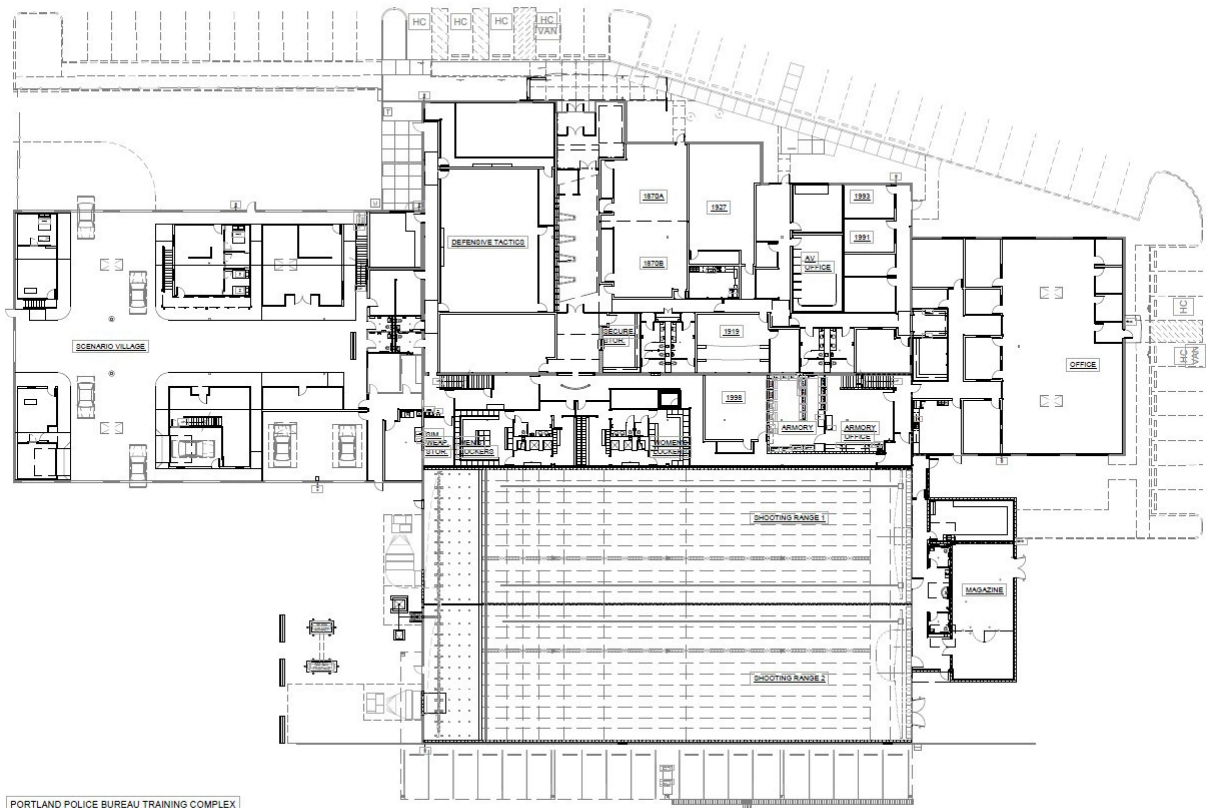
BY THEIR SIGNATURES BELOW, THE PARTIES TO THIS AGREEMENT AGREE TO THE TERMS, CONDITIONS, AND CONTENT EXPRESSED HEREIN.

CITY OF PORTLAND	AGENCY: CITY OF ST. HELENS
Police Training Division Captain	Rick Scholl, Mayor
	Attest:
Date	
	Kathy Payne, City Recorder
Approval as to Form	
Date	

Attachments

- A. Map of Training Complex
- B. Fee Schedule
- C. Facility User Procedures and Responsibilities
- D. Facility Range Deck Safety Operation Protocols
- E. Scenario Village Rules
- F. Driving Range Rules
- G. Map of Training Complex, Including Second Floor

ATTACHMENT A
VERSION 1, 11/30/15
MAP OF TRAINING COMPLEX



ATTACHMENT B
VERSION 1, 11/30/15
FEE SCHEDULE

Types of Services	Fee Structure	Per person fee, hourly or flat
Shooting Range	Flat fee per hour	60.00 per hour (no ammo) Agency must provide their own targets
Classroom Rentals – small	Flat fee per hour	35.00 per hour
Classroom Rentals – large	Flat fee per hour	70.00 per hour
Driving Course, own vehicle	Per hour	60.00 per hour
Driving Course, PIT maneuvers	Per person, per hour or period of time	75.00 per hour, Agency must provide their own vehicles and PVO Instructor
Mat Room, large	Flat fee per hour	100.00 per hour
Mat Room, small	Flat fee per hour	60.00 per hour
Scenario Village	Flat fee per hour or period of time	60.00 per hour
IT Support	TBD	
Video Production work – training no edits	Per minute of video, unedited	
Video Production work – training video edits	Per edited minute of video	100.00 per hour of edited video
Add on – Kitchen rental	Per hour, based on time of room rental	25.00 per hour
Add on – Room cleaning	Per event	50.00 per event
Blue Handle Glock (Blank)	\$10.00- full day kit*	\$5.00-half day kit*
Blue Handle Paint (Paint)	\$10.00- full day kit*	\$5.00-half day kit*
Man Marker Paint Rounds	Box of 50	\$26.00
UTM Battlefield Blanks	Box of 50	\$26.00
After hours supervision**	Flat fee per hour	\$59.45 per hour/per officer**

*Simunition Kits include: Blue Handle Glocks, each w/3 magazines blanks and/or markers; ASPs; Inert Pepper Spray; Safety Glasses; Red Handle Tasers; Blue training Tourniquets

**Per the Portland Police Association contract, the Overtime rate for officers is based on a 4 hour minimum

ATTACHMENT C
VERSION 1, 11/30/15
FACILITY USER PROCEDURES AND RESPONSIBILITIES

PURPOSE:

These rules identify specific areas within the FACILITY and define the procedures for entering and training in the secure portions of the FACILITY. The complex has multiple layers of security to prevent unauthorized access into the Safe Training Area (STA), ranges, armory, Training office space as well as locker rooms and gymnasium (weight room).

The CITY's goal is to provide a safe training environment for CITY's and AGENCY's staff and students. Strict safety procedures have been implemented to reduce the likelihood of a live-fire capable weapon being introduced into the training environment where replica weapons will be used in scenario based training. Safety procedures and protocols must be adhered.

The CITY has implemented a color-coded vest and wrist-band system to ensure all persons entering the Safe Training Area have been properly checked and cleared of weapons. The color-coded vests identify a persons' purpose inside the Safe Training Area, such as an instructor, observer or other personnel.

DEFINITIONS

Live Weapon Storage Room (LWSR): This is a key-pad-secured room inside and to the left of the Selectron-controlled double glass doors that lead to the hallway to the ranges. This room is used to temporarily store student weapons and other prohibited items while students attend training in the Safe Training Area. Armed visitors will also secure their weapons in the LWSR prior to entering the Safe Training Area. This room is currently labeled "Equipment Lockers." (See section on Prohibited Items)

Safety Check Room: This is a key-pad-secured room check-in room where persons entering the Safe Training Area will proceed through a final safety screening for weapons and ammunition conducted either by CITY staff or satellite instructors or both. The floor and wall has a red declaration line to deter entry by anyone who has not been through the safety check procedure.

Safety Portal: The *Selectron-controlled* pedestrian access door by which all members and visitors will enter the STA. This is also the location where all members will exit the STA. This is beyond the red line but prior to the actual safe training areas.

Vehicle Portal: The locked gate on the NW corner of the property where all vehicles needing to enter the Safe Training Area will enter.

Safe Training Area (STA): This area encompasses both interior and exterior training space to include but not limited to:

1. The entire paved surface from the locked entrance gate on the NW side of the property, around the back (south) to the temporary bike-rack fencing on the east side of the property,
2. All Defensive Tactics Rooms, including the Striking Bag Room, mat rooms, the two restrooms and hallway adjacent to these rooms,
3. The Scenario Village briefing room accessible via the Defensive Tactics hallway or from Scenario Village's interior, all of the enclosed spaces of Scenario Village to include the observation deck / platform and the two restrooms below the observation deck,
4. The hallways and storage areas leading to the PVO garage and driving area,
5. The stairwells leading upstairs via the main floor from the Defensive Tactics hallway entrance or from scenario village as well as the upstairs storage areas west of the key-pad door.

Prohibited Items: Any deadly or dangerous weapon as defined in the ORS, specifically firearms, knives, utility tools with a blade, pepper-spray, ammunition and ammunition carriers (magazines), ECW, baton and any other weapon capable of firing a live cartridge to include all 37 & 40mm less-lethal weapons / gas guns.

1. AR-15 Exception: AR-15 / M4 / M16 weapons equipped with just a blue colored Ultimate Training Munitions (UTM) bolt and blue magazines are allowed as they are incapable of firing a live round of ammunition. Weapons of these types must enter the STA through the Safety Portal. An AR-15 and its variants equipped with a blue colored UTM or Simunition bolt showing through the ejection port will be the indicator that the rifle / carbine is safe.
2. SERT Sniper Rifle Exception: A Training Division controlled Remington model 700 .308 bolt action rifle that has been specifically modified by a gunsmith. The modified rifle(s) will be over-bored (minimum .40 caliber), not rifled, and blocked at the muzzle by a "dead end" muzzle brake. The rifle is still capable of firing a live round of ammunition. The specific modifications will reduce the rifle's ability to generate normal rifle pressures and it will not stabilize or impart spin to a bullet, reducing velocity and penetration potential by the bullet. The dead-end muzzle brake allows a blank cartridges' gas to escape but prohibits an unintentionally fired bullet to leave the bore if a normal .308 round was chambered and fired. These rifles will be stored in the secured storage area inside the STA.

3. 37mm/40mm launchers: If specific 37mm/40mm “Training Rounds” are used, these launchers can be brought into the STA, however if no specific training round is available or will be utilized, then these launchers will not enter the STA.

Colored Vest Identification System

1. BLUE Vest: A blue vest signifies that the wearer is an instructor and has been safety checked by another Training Division sworn member or instructor and has been deemed to be clear and safe. Instructors will wear a blue vest while conducting training in the STA. DT Instructors, once inside the DT room, can remove the Blue vest however; *all DT instructors will also wear the designated colored wrist band during any DT training.* Any instructor movement outside of the DT rooms requires the instructor to wear the Blue vest.
2. ORANGE Vest: The orange vest signifies the wearer has self-checked into the STA temporarily. A person wearing an orange vest has self-checked and has no weapons or other prohibited items on their person. Orange vests will be used by contractors, inspectors or other persons who are *not* going to observe training or conduct training, but have a reason for being inside the STA. This will be worn by staff members and instructors if entering the STA alone or with others for purposes other than to conduct or observe training. The wearer of an Orange vest will not participate in training, stop to observe training and will not interfere with training unless there are extenuating circumstances that require contact with a student or instructor.
3. GREEN Vest: The green vest will be worn by any person whose sole purpose is to observe or monitor actual training. The green vest signifies that a sworn Training Division member or appropriate satellite instructor has conducted a safety check on the wearer.
4. RED Vest: Armed Security Officer

PROCEDURES

Student Entry for Range Training:

It is assumed that most students coming to the Training Complex for firearms training will arrive armed. There are no restrictions for accessing the range once the student has been granted access through the double glass doors separating the common lobby from the training entry area.

Student Entry into the Safe Training Area:

The key-pad code will not be shared outside the Training Division, and will not be given to satellite instructors. Students who train in the Safe Training Area (STA) will be directed three (3) at a time into the Live Weapon Storage Room (LWSR) by a Training Division instructor or appropriate satellite instructor.

On the direction of an instructor, students will obtain a plastic bin and place it on the shelf on the south wall. On the direction of the instructor, students (three maximum) will:

1. Leave their weapon in the holster, remove the magazine from the primary weapon and place it on the shelf.
2. Remove the weapon from the holster, pointing it towards the ballistic back-stop.
3. Rack the slide to the rear to eject the chambered round and let it fall to the ground, locking the slide to the rear.
4. After visually verifying the individual's weapon is unloaded, the instructor will insert a "chamber flag" into the weapon and instruct the student to lower the slide on the chamber flag.
5. Place the weapon in the bin.
6. Pick up the loose round, place it in the bin.
7. Remove all magazines, placing them in the bin.
8. Remove pepper spray, baton, knife and any other prohibited items from the uniform and place them in the bin.
9. Remove the ECW (Taser) ensuring the safety is on. Remove the cartridge, placing both in the bin.
10. Return the full bin to the shelf on the east wall, retrieving the appropriate identification card for later retrieval of all items.
 - a. Back-up / secondary handguns will be unloaded at the discretion of the instructor in the same manner, using the ballistic wall as a back-stop. (If the backup gun is in a holster that is removable from the wearer, the gun in the holster can be placed inside the bin together.)
 - b. The instructor will direct the students to the waiting area outside the LWSR door, or direct them to the Safety Check Room if an instructor is there waiting. The instructor at the LWSR will continue off-loading prohibited items from the students three at a time until there are no other students to check. The instructor will close and secure the LWSR door at the completion of the student check in. This door will remain closed and locked when not occupied by an instructor.
 - c. Students moving into the Safety Check Room will first obtain a bin and be instructed to remove all items from their pouches and pockets and place them into their bin. When finished, they will present themselves and bin at the door to the Safety Check Room. The instructors will allow entry to conduct a search of the bin's contents to ensure it contains no prohibited items. An instructor will search each student(s) to ensure there are no prohibited items remaining on the student. Instructors should ask the student if they carry a back-up weapon, and if so, where is it carried. That area should then be specifically checked.
 - d. If two instructors are conducting the search / check-in procedure, a third sworn Training Division staff member or a satellite instructor will be present to ***observe and verify the check-in procedure. If only one instructor is conducting the search of the bins and persons, a second instructor will observe and witness the search.***

- e. Once the student and bin have been searched, the bin and student can pass over the red line and the student can reclaim their items.

Colored Wrist Bands:

A color-code system of wrist bands will be utilized to identify that the wearer has been safety checked (searched) and cleared to enter the STA. A prominently displayed designated “color marker” or placard for the current training session will be inside the Safety Check Room for all who enter to see, and *it will dictate the color of the wrist bands for that session.* A Lead Instructor for that pending training session will determine the appropriate color marker and wrist band to be worn during the first training session of the day. ***The colored wrist band should be worn on students’ strong, weapon-side wrist.***

1. Simultaneous training classes will use the same colored wrist band.
2. ***All students and role players will wear the appropriate colored wrist band as well as all DT instructors.***
3. The storage closet inside the Safety Check Room is where all colored wrist bands and Blue instructor and Green observer vests will be stored. None of these should be left unattended.
4. At the conclusion of training, students and staff will exit the STA via the Safety Portal and Safety Check Room and remove their now-expired wrist bands, throwing them away.
5. The color designation will change at the conclusion of the training session and a sergeant or the lead for the next session will determine the second color for the later training and will be responsible for changing the color designated marker in the Safety Check Room.

Any break in training that allows a student or class to leave the STA will require a new check in process to include the pat down search. Students should not be permitted to leave the STA while on break, only during the period between the end of training and the beginning of new training such as at lunch.

All Training Division staff members and guest satellite instructors will enforce this SOP and contact anyone inside the STA who is not wearing an appropriate colored vest and appropriate colored wrist band.

Instructor must know how many students are in their class, where they are at all times, and to keep all students in the STA until class is over. Any breaks should be taken inside the STA. Anyone who leaves will not be allowed re-entry to complete a training session until properly checked in by an instructor.

Instructor Entry into the Safe Training Area (STA):

If an instructor needs to prepare or safety sweep an area inside the STA to use vehicles for a training class, and has no one to go with them, the instructor may self-check in through the Safety Portal and wear an *Orange vest* while prepping their area of responsibility. By stepping across the red line, the instructor certifies that the instructor has no prohibited items. Upon completion of preparation or safety sweep, the instructor will exit via the Safety Portal. When the instructor's class is scheduled to start, the instructor will check-in with another instructor and wear the appropriate Blue vest and colored wrist band of the session.

Role Players:

Role players will be checked in as though they were students and be issued the colored wrist band for that session. Because they are a role players, they will not be required to wear a vest (unless prepping and have self-checked in, then an Orange vest would be appropriate).

Vehicle Entry into the STA for Scenario or PVO Purposes:

All vehicles entering and exiting the STA will do so via the locked gate on the NW corner of the property. The driver and or occupants of a vehicle requesting entry into the STA can drive through the first gate and stop prior to the second gate.

The driver and occupants who want to enter the STA are required to leave the vehicle behind at this point and enter the Training Division Complex on foot via the main door to gain access into the STA through the normal check-in procedures (Safety Portal).

Upon entering the first gate, but prior to crossing the second gate, the vehicle will remain between the first and second gates until it is safety checked and cleared by an instructor or other sworn member *who has been safety checked through the Safety Portal*.

Prohibited items from vehicles may be temporarily stored in a Conex Storage Container located between the two gates. Once the vehicle has been inspected for prohibited items, a driver who has been safety checked through the safety Portal may drive the vehicle through the second gate. (Refer to vest and wrist band requirements.) A magnetic or other non-permanent color-coded identification marker will be placed on safety checked vehicles upon entry into the STA, which indicate that the vehicle has been properly checked.

ADDITIONAL INSTRUCTOR DUTIES

Instructors will sweep their area of training prior to every class they teach. This includes sweeping the restrooms in their area of responsibility for contraband and prohibited items. After training duties may include clean-up, turning off lights and setting the alarm (last one out) of the STA.

If used in a training session, PVO vehicles must be physically searched for prohibited items prior to being used by the instructors controlling vehicle access and marked with the appropriate method indicating the vehicle has been properly checked.

TRAINING IN PROGRESS SIGNS

The FACILITY contains numerous signs with red-on-yellow lettering that read, “*Training in Progress.*” They are printed on one side and blank on the opposing side. Immediately prior to training, the Lead Instructors will ensure all interior and exterior *Training in Progress* signs face outwards and are visible to all who enter the STA. At the conclusion of training (last class), the Lead Instructors will return all signs to the blank side. See **ATTACHMENT G**.

WEAPONS PROHIBITED and NO EXCEPTIONS SIGNS

Posted on the barrier fencing (temporary bike-rack fence) on the east and west side of the complex are white signs (2ft x 3ft) with red lettering indicating “no firearms, no ammunition no exceptions.” These signs are posted at the entrance to the Safety Check Room and upstairs in the storage area that has an access door to the STA. These signs should always remain posted.

RED RIBBON BARRIER

Inside the STA pedestrian intersection are several theater-style retractable red-nylon barriers. *Leaving the red barrier line closed signifies no activity in that area.* It also serves as a barrier to keep students from wandering into areas not being utilized.

Separate barriers control access to the three primary training areas: Scenario Village, DT rooms and the PVO area. An open barrier at that intersection indicates potential activity and serves as a visual indication of where training might be taking place in the STA. If activity is taking place (training or other) in an area, the red barrier line should be open, indicating activity in that area. After the activity has ceased and all persons are clear, the red barrier line should be closed to indicate that there is no activity in that area.

The red barrier at the foot of the stairs by the DT hallway should always remain closed because this is a storage area only, and it will serve as a barrier to keep students from wandering around.

ATTACHMENT D
VERSION 1, 11/30/15
FACILITY RANGE DECK SAFETY OPERATION PROTOCOLS

Rules:

1. CITY's Executive Range Training Officer (ERTO) shall have final approval and authority over all range use and course-of-fire protocol.
2. AGENCY's authorized Range Master or Training Officer must be present at all times during AGENCY's use of the FACILITY firing range, if the AGENCY has not otherwise made arrangements to have a CITY Range Training Officer present.
3. AGENCY's Range Master or Training Officer must be firearms-instructor certified from an accredited firearm training school or government firearm instructor training entity similar to the following:
 - a. Federal Bureau of Investigation Firearm Instructor School
 - b. National Rifle Association
 - c. Oregon Department of Public Safety Standards and Training
4. AGENCY will have discretion regarding the use of the style of paper targets. AGENCY may purchase targets from the FACILITY.
5. CITY will make available the rental of other targeting systems that are currently available at the FACILITY for prices set forth by the CITY. No other targeting system may be used without prior written consent of CITY.
6. All Federal, state, and local firearm laws must be obeyed.
7. Firearms not on the firing line must be unloaded with their action open and the magazine removed, or unloaded and cased. Guns/magazines may only be handled on the range.
8. ERTO has the right to inspect any firearms or ammunition at any time.
9. Food, beverages and smoking are prohibited on the range.
10. All calibers of pistols may be fired.
11. Rifles up to and including .223 caliber may be fired.

12. Shotgun slugs may be fired.
13. Tracer, incendiary, armor piercing, and steel core ammunition are **strictly** prohibited.
14. Commands issued by ERTTO and other Range Personnel must be immediately obeyed without question.
15. If the command "CEASE FIRE" is given: stop shooting immediately, remove your finger from the trigger, remove magazine, clear firearm, place the firearm on the ground with open chamber. Step back from the shooting booth and wait for further instructions from the ERTTO.
16. No one other than Range personnel may go forward of the firing line unless authorized or instructed to do so by the ERTTO.
17. When the line is declared "CLEAR," all firearms must be safely grounded (action open and magazine removed), and all shooters must step away from the firing line. Absolutely no firearm handling, unloaded or otherwise, will occur while the line is "CLEAR."
18. Shooters may only use Range approved targets.
19. Cross firing of targets is prohibited.
20. All firing must be aimed fire.

ATTACHMENT E
VERSION 1, 11/30/15
SCENARIO VILLAGE RULES

AGENCY may use the Scenario Training Room solely for Scenario based training.

Scenario based training requires officer participation in realistic scenarios. The officers need to be equipped with provided safe training equipment or provided with Training Division approved safe training equipment. The Training Division has equipment available for up to 24 officers. See Appendix B for FEE Schedule.

The following equipment may not be used in Scenario Village:

Prohibited Items: Any deadly or dangerous weapon as defined in the ORS, specifically firearms, knives, utility tools with a blade, pepper-spray, ammunition and ammunition carriers (magazines), ECW, baton and any other weapon capable of firing a live cartridge to include all 37 & 40mm less-lethal weapons / gas guns.

Rules:

1. CITY must approve all training scenarios prior to training commencement.
2. AGENCY will oversee and supervise all training activities.
3. AGENCY shall keep the area clean and remove all equipment after each training session.
4. AGENCY shall not interfere with the use of other portions of the FACILITY, unless they have also been scheduled in those areas.
5. AGENCY shall use the range solely for permitted use based on approved lesson plans.
6. FACILITY must be notified on any property damages incurred during the training. FACILITY Personnel on site will assess all damages.

ATTACHMENT F
VERSION 1, 11/30/15
DRIVING RANGE RULES

AGENCY may use the Driving Range solely for the following purposes:

1. To prepare for specialized emergency vehicle training including, but not limited to, collision avoidance, skid control, pursuit driving and intervention techniques.

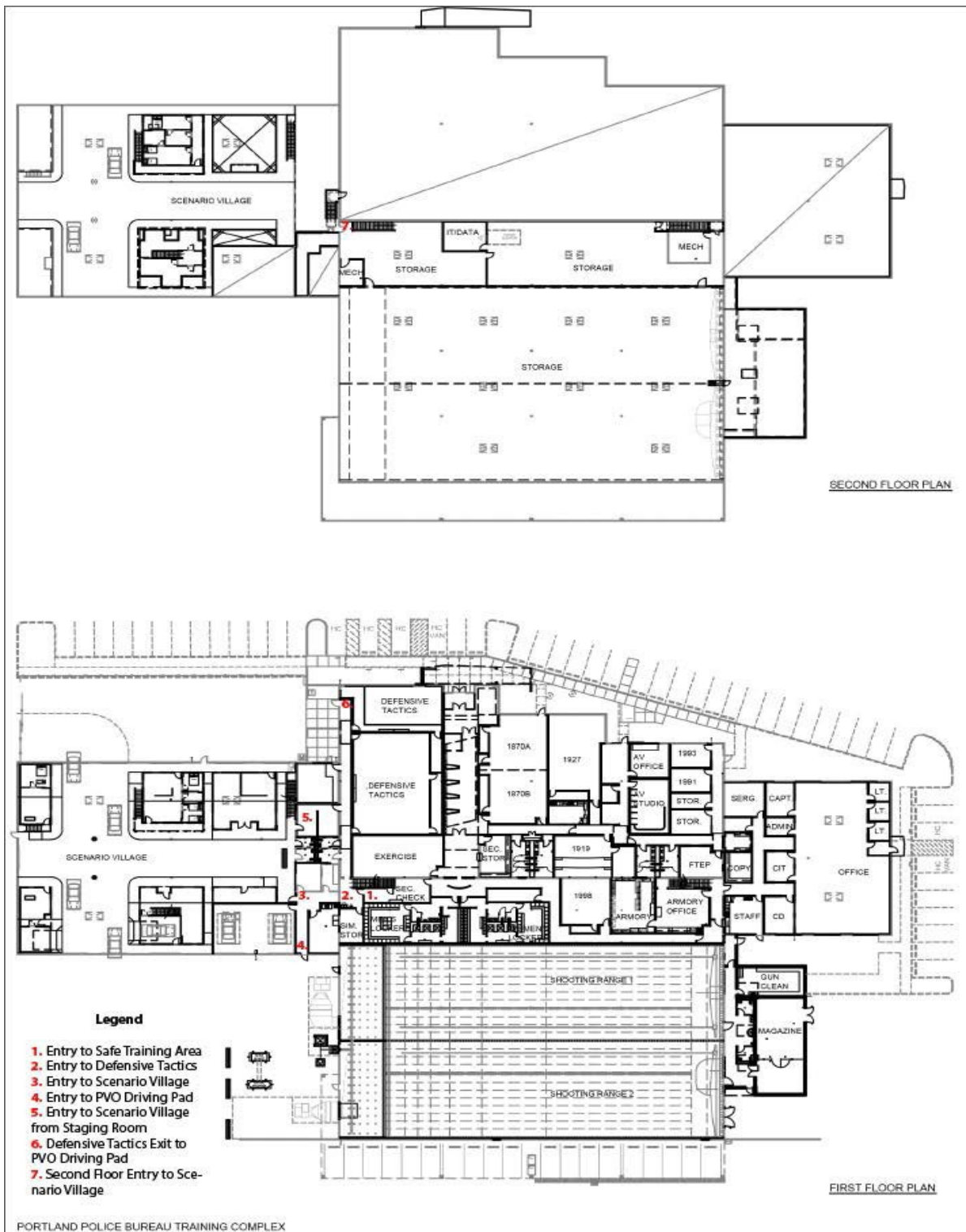
Only the following equipment may be used on the driving range:

1. Traffic cones
2. Barrels, chalk, traffic signs, candlesticks, PR Board, etc.

Rules:

1. Training exercises shall be performed at driving speeds of thirty-five (35) miles per hour or less.
2. No washing, repair, maintenance, or modifications of vehicles or other equipment is permitted.
3. AGENCY will oversee and supervise all training activities.
4. AGENCY shall keep the area clean and remove all equipment after each training session.
5. AGENCY shall not interfere with the use of other portions of the FACILITY, unless they have also been scheduled in those areas.
6. AGENCY shall use the range solely for permitted use.
7. FACILITY must be notified on any property damages incurred during the training. FACILITY Personnel on site will assess all damages.

ATTACHMENT G **VERSION 1, 11/30/15** **LOCATION OF TRAINING IN PROGRESS SIGNS**



APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

City Council Meeting ~ March 1, 2017

Pending applications received:

<u>Name</u>	<u>Interest</u>	<u>Date Application Received</u>	<u>Referred by Email To Committee(s)</u>
• Joann Nelson	Arts & Cultural Commission	9/19/16	9/19/16
• Amanda Heynemann	Library Board	11/10/16	11/21/16
• Julie Stenberg	Planning Commission	2/16/17	2/17/17

Arts & Cultural Commission (3-year terms)

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

Status: There is currently one vacancy.

Next Meeting: February 28, 2017

Recommendation: None at this time.

Bicycle & Pedestrian Commission (3-year terms)

- Dave Ehrenkranz resigned. His term expired 12/31/2015.
- Matt Freeman resigned. His term expired 12/31/2015.
- Ray Scholl resigned. His term expired 12/31/2015.
- Dave Woullet resigned. His term expired 12/31/2014.
- Angela Barlow resigned. Her term expired 12/31/2016.
- Simon Date resigned. His term expired 12/31/2016.
- Martin Kennedy resigned. His term expired 12/31/2016.
- Ben Tiscareno's term expired 12/31/2016.
- Cynthia Sweet's term expired 12/31/2016.

Status: Currently, the Commission has 5 members and 5 vacancies.

Next Meeting: April 27, 2017

Recommendation: Reappoint Ben Tiscareno to the Commission.

City of St. Helens
RESOLUTION NO. 1648

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

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

WHEREAS, ~~this policy Resolution No. 1521 is to~~ established general recruitment, selection and appointment guidelines for appointments to the City of St. Helens ~~B~~boards, ~~C~~committees and ~~C~~commissions; and

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

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

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

interviewed is at the interview committee's discretion. The interview committee also has the discretion to reject all applications in favor of re-advertising if no applicants are found to be suitable for the board, committee or commission.

~~8.9.~~ Reappointments to a City board, committee or commission shall be considered in accordance with the guidelines listed in this section, together with the type of service the individual has already given to the board, committee, or commission and his/her stated willingness to continue.

~~9. No person may serve more than two successive terms on any board or commission unless there is an interval of at least one term prior to the reappointment; provided, that the Council may waive this limitation if it is in the public interest to do so.~~

10. Consideration should be given to residents outside the City when the board, committee or commission or function serves residents outside City boundaries.

11. Board, committee or commission members shall not participate in any proceeding or action in which there may be a direct or substantial financial interest to the member, the member's relative or a business with which the member or a relative is associated, including any business in which the member is serving on their board or has served within the previous two years; or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflict of interest shall be disclosed at the meeting where the action is being taken.

12. Board, committee or commission vacancies are filled by appointment of the Mayor with the consent of Council. Board, committee or commission members shall serve without compensation except the Planning Commission that may receive a monthly stipend at the discretion of the City Council.

13. Individuals appointed to one City board, committee or commission shall not serve on any other City board, committee or commission during the term of their appointment; provided, that the Council may waive this limitation if it is in the public interest to do so.

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

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

~~Approved by the Mayor:~~

/s/ Randy Peterson

Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne

Kathy Payne, City Recorder

ST. HELENS PARKS COMMISSION

Minutes for Meeting of December 12, 2016

Council Chambers, City Hall

MEMBERS PRESENT

Howard Blumenthal, Vice Chair
Elisa Mann, Commissioner
Stan Chiotti, Commissioner
Phillip Roddy, Commissioner
Jerry Belcher, Commissioner
Jacob Woodruff, Chair

STAFF PRESENT

Thad Houk, Parks Supervisor
Neal Sheppeard, PW Supervisor
Sheri Ingram, Secretary
Jenny Dimsho, Assistant Planner

GUESTS

MEMBERS ABSENT

John Brewington, Commissioner

COUNCILORS IN ATTENDANCE

Doug Morten

■ ■ ■

CALL TO ORDER

The meeting was called to order by Vice Chair Blumenthal at 4:00 p.m.

APPROVAL OF MINUTES

Roddy made a **motion** to approve the minutes of the October 10, 2016 meeting. Motion was seconded by Mann and approved 5-1. Blumenthal was against it because even though there was not a quorum for the June meeting, he thought the Commissioners who showed up should have their names marked in the attendance record.

TOPICS FROM THE FLOOR

COUNCILOR'S REPORT

Morten stated that he wanted their recommendations on the adopted framework for the riverfront district and their opinions on what they should do with the expansion of Columbia View Park. There was a handout of the framework map with public open space marked in green along the river and he wanted to know how they see that area so they can make future recommendations to the Council. Belcher said he would like to see the area as a park. It would allow more people to get closer to the river for special events. Things could be done there for concerts and Halloweentown. Woodruff agreed it should be a park. Blumenthal thinks that area should be park and kept as wide as possible because if they give it away for another type of development, they can never get it back. Chiotti said we need to think about expanding the Parks Department if we are expanding park property. Belcher thought it needed to be made public area even if it's not maintained as a park until we have the budget to do so. Chiotti asked where they were planning for parking. Blumenthal said the grey areas were streets and other plans that were shown have proposed making parking lots in the yellow areas between the main street and the hill. Belcher said the continuation of the street looks like the same width as 1st Street and he thinks that should be scaled down a bit so slow people down. Dimsho said

the width allows for parking on both sides and bike lanes and sidewalks and planter strips and it is angled parking on one side.

Morten said there has been talk about parking structures which could lead to an elevator like the one in Oregon City that comes down off the cliff. It could also involve enhanced tourism to see the view from up there. There are all kinds of possibilities because the people who drafted this had flexibility in mind. Blumenthal said someone sent out a packet a month or two ago and they should all look through it at the different renderings. Dimsho said the Masters of Urban and Regional Planning students at PSU have a program where they do graduate level planning concepts and she applied for a site plan for Columbia View Park. If we get that, we will have a group of students working on a site plan that will bring the budget number way down. They would hold public events to get input and talk to the Parks Commission. The students get to pick their own projects from a list and she thinks there will be enough landscape architect interest to get picked.

Blumenthal made a **motion** to keep the open space on the framework as parks property. Motion was seconded by Chiotti and approved unanimously.

Morten said the City attorney is drafting guidelines they asked for in an agreement with the Greater Parks and Recreation District for Civic Pride Park so he wanted to let them know that was in the works. He and Brewington met with Keith Forsythe about it and the City would feel strongly about reviewing any building permits. They would not like to see an apartment house there or anything that would generate money for the Greater Parks and Rec District. We would also like to revisit the lease every year or two just to see if there are any changes.

NEW BUSINESS

Appointments: Ingram said the Council approved Belcher and Roddy for another term on the Parks Commission.

OLD BUSINESS

Botanical Garden Park Report: Belcher stated this is his neighborhood park. The property was donated by two families and he thinks there is a plaque down there with their names on it. He lives next to it and from 2003 to 2009, he would go down there about four times a week and work on trails. Then his dog died and he got a new dog that is a little fluffy thing so he doesn't go down there much. Back in the late 70s or early 80s when they had a Boys Club at the high school, they took the boys down there and moved a bunch of gigantic boulders. There is a big ridge that runs through the middle of the park and there is a trail on the south side of that and it used to be impassable until they moved the boulders. The park is on the site of an old rock quarry so there is very little soil. There is a low swampy area and a high level area covered with mossy boulders. One time when he was down there he found some unusual little four-toed salamanders. He looked them up and they are not very common around here.

Blumenthal asked if there was still a lot of ivy down there and Belcher said most of that is on Brownlow's property, not on the Botanical Garden property. The lower level next to 6th Street usually floods in the winter. The upper level is part of the old rock quarry with two trails but one isn't used very much. There is also a cliff on the Portland side and last year some kids went in there and built a bunch of trails in there. There is also a fairly large cave back in there. It is considered a nature park. On the survey, it got the highest rating for being "not maintained". He and Morten cut two or three big trees that fell in there last year. It rated low on amenities but he doesn't think a nature park needs many.

He doesn't think it needs a kiosk but would like to recommend a sign on Belton that shows the boundaries, trails and cave and maybe have an official parking area. He thinks they could do a general park and trail cleanup. Sometimes homeless go down there and leave sleeping bags, pillows, can and things like that. There are some dead trees by the trails that should be removed for safety reasons. The far trail on the east side could definitely use some cleanup and trees cut. Maybe we could talk to the Boy Scouts and as a project, they could label some of the trees down there and name the trails. Woodruff said he would try to talk to the Boy Scouts and try to get them involved. Blumenthal said an idea would be to form a friends group like Nob Hill and maybe they could have the corrections crew go in once a year or something. Houk said he has had the work crew go down there about once a year.

Morten said it would be a good joint venture to partner with the Bikes & Peds Committee to come up with a brochure. They had talked about having a joint meeting before.

Brewington was not here to report on Columbia View so we will hold it until the next meeting and Woodruff will report on McCormick at the next one.

DISCUSSION ITEMS

Roddy stated at McCormick, Jim with the Lions Club has worked on what they consider the worst exercise station, #17, and they have put braces in to pull the timbers back in. When the weather gets good, they will all be out there working on it.

Chiotti said the tree at Walnut Tree Park got a good trimming and they did a great job. He also thanks Neal for the gravel during the ice storm so the ladies could get out of the Elks Lodge parking lot. He asked how the Council was going with the Veterans Day gathering next year. He said the Council was going to take that over and it wasn't going to be a Chiotti venture any more. Morten said he doesn't know if the Council will accept the responsibility for the insurance. They have set up a foundation and the foundation is the one who would give insurance to the group sponsoring it. If the City provides insurance, it then becomes a City event. Chiotti doesn't think veterans need to apply for a permit every year because it is a national holiday honoring veterans and it's in the memorial area of the park.

Belcher asked who sponsors it and Chiotti said no one does. He and his wife have been putting it together for ten years and Garden Club ladies provide the cookies, Sunshine provides free coffee, the VFW supplies the flags but it is not a Garden Club-sponsored event. Belcher said it seems like the VFW should be the ones putting it on. Chiotti said the VFW doesn't have the two million dollar policy the City requires either. Morten said all they need to do is fill out the form and go to the foundation and they will provide the insurance but they need to do it a few months beforehand. Sheppard suggested he go talk to John Walsh about it to get it all straightened out. Belcher said it sounds like it should be a VFW function because the VFW will be around for a very long time. And maybe they could even make it bigger and better.

Belcher said he would like to see some action taken or at least have the Council talk about this and give the Parks Commission their ideas. To start with, he would like to see one trail on the City website. He'd like to see it start at the flagpole behind the Courthouse and go down the River Trail to Frogmore Slough loop trail. It can go through Godfrey Park and along 4th Street but eventually it could go down the road to get people to come visit St. Helens. They could put up signs for Historic St. Helens and places to shop and eat. He made a **motion** to propose that Council develop a website for trails and put the Riverwalk/Frogmore Slough loop trail on it. Motion was seconded by Chiotti and approved unanimously.

OTHER MATTERS

Houk stated that Coed Softball played into October and it was so rainy, they destroyed the fields. It takes a lot of time for them to bring them back to being playable in the spring and he would like to see their season not go into October. Woodruff said they had a Halloween tournament when it poured rain and he didn't play in it but he saw how thrashed the fields were afterwards. He said he would talk to Coed Softball about it.

He also wanted them to think about the future of camping. If they are going to keep it closed, he'd like them to think about turning the campsites into small picnic areas. Everyone thought that was a good idea.

Dimsho said the new pavilion is a 20X30 structure and should be delivered the first week of January. It's going to go kind of by the restrooms and playground.

Houk stated the Sand Island restroom vandalism has been repaired.

Blumenthal stated Dimsho asked him to sign a letter supporting the Brownfield Community-Wide Assessment Grant as the Parks Commission Vice-Chair so he wanted to make sure everyone was okay with him signing it. Dimsho said this grant is through the EPA and would fund tests for potential contamination on testing required by DEQ for property redevelopment. Everyone was fine with him signing it. Blumenthal said Dimsho also applied for a \$5000 grant through Public Health for a kiosk and staircase at Nob Hill and we got it on the 1st of the month.

He said they had their semi-annual work party and it was the rainiest one they ever had and they also had a record 25 people show up. Someone has posted a "Private Drive" sign on a tree at the end of 4th Street. He wants someone to look at it because he doesn't know if it's supposed to be on a tree and if it is placed correctly. Also the "No Smoking" signs also haven't been put up yet. Sheppeard said we put them up a couple of times and they have been stolen.

Morten would like them to make notes of what the parks need for budget purposes so they can be passed on to Neal or Thad.

ADJOURNMENT

The meeting was adjourned at 5:25 p.m. The next meeting is scheduled for Monday, February 13, 2017, at 4:00 p.m., in the Council Chambers at City Hall.

Respectfully Submitted,

Sheri Ingram
Secretary

2016 ATTENDANCE RECORD							
P = PRESENT / E = EXCUSED ABSENCE/U = UNEXCUSED ABSENCE							
Meeting Date	John Brewington	Elisa Mann	Jacob Woodruff	Jerry Belcher	Stan Chiotti	Howard Blumenthal	Phillip Roddy
2/08	P	P	P	P	P	P	P
4/11	A	P	P	P	P	P	P
6/13	NO QUORUM						
8/8	P	P	P	P	P	P	P
10/10	P	P	E	P	P	P	P
12/12	A	P	P	P	P	P	P

City of St. Helens

Planning Commission Meeting

January 10, 2017

Minutes

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

Members Absent: Kathryn Lawrence, Commissioner

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

Councilors Present: Ginny Carlson, City Council Liaison

Others Present: Craig Melton

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

□

Consent Agenda

Approval of Minutes

Commissioner Cohen moved to approve the minutes of the December 13, 2016 Planning Commission meeting with the addition of Commissioner Semling voting in favor of the motion on page 3 and two small wording changes on page 4. Commissioner Webster seconded the motion. Motion carried with all in favor. Chair Dan Cary did not vote as per operating rules.

□

Topics From The Floor

There were no topics from the floor.

□

Chair/Vice Chair Selection

Chair Cary asked if someone else could take chair. He said he would not mind being vice chair. Commissioner Cohen moved to elect Vice Chair Petersen to chair and Chair Cary to vice chair. Vice Chair Petersen seconded. All in favor; none opposed; motion carries.

Assistant Planner Jenny Dimsho asked if someone from the Commission would like to be on the Branding and Wayfinding Advisory Committee to discuss wayfinding signage in St. Helens. The first meeting is tentatively scheduled for Thursday, February 2 in the afternoon. The Commission elected Commissioner

Hubbard to represent the Commission for this project. He will receive a formal email invite when the date and time are finalized.

□

End of Year Summary Report

Vice Chair Petersen said he did not remember the Commission seeing the Melton and Coombs zone change. Dimsho said the file had been created in 2016 so it was included in the report, but it will actually go before the Commission next meeting.

□

Framework Plan Discussion

City Planner Jacob Graichen led the discussion of the Framework Plan. The Commission received hardcopies of the Framework Plan and it is also uploaded to the City's website. He went through the Framework Plan and noted specific sections that apply to the following text amendment discussion.

Chair Cary questioned the use of the phrase "wildlife habitat" on page 31. He said from a biological standpoint, street trees do not fit into a strict definition of habitat. However, he noted that softening the riverfront bluff edge could help with Columbia River fish and wildlife habitat.

Commissioner Cohen asked how the City plans to fund public improvements. Graichen said that the City is in process of studying urban renewal as an implementation strategy. Commissioner Cohen asked if it is the City's goal to have the private developer responsible for public infrastructure and amenities. Graichen said yes, and it will likely be a negotiation process. Chair Cary cautioned the City against letting a future developer get away with anything for the sake of seeing development occur at all.

Chair Cary asked if the Framework Plan would allow a convention center to be located on the site. Graichen said the Framework Plan seems to align with that use, as long as the underlying zoning allows it.

□

Framework Plan & Historic Preservation Text Amendments Discussion

Graichen briefly went over what was discussed during the last meeting. Then, he went through the draft text amendments, as included in the packet.

Vice Chair Petersen asked if the deletion of the "Additional Requirements" section in each zoning district would create an issue in the Mixed Use zones. Graichen said no. There was discussion about whether or not removing the section would be user-friendly.

In addition to the amendments included in the packet, Graichen discussed an additional change regarding the inconsistent terminology for animal sales and services between various zoning districts. The amendments will improve the consistency between similar uses across the zones in which they are allowed.

Vice Chair Petersen asked if this round of amendments would address the fact that the code has a definition for medical marijuana retailers and recreational marijuana retailers, but not manufacturing and processing. Graichen said no.

Commissioner Cohen suggested that pawn shops move from a permitted use to a conditional use in the proposed Plaza Sub-district. The Commission concurred. Commissioner Cohen also suggested that drive-up

businesses and funeral homes be removed as conditional uses in the proposed Plaza Sub-district. The Commission concurred.

Commissioner Hubbard asked about food carts. Graichen said these are addressed with a Temporary Use Permit, not through zoning. Graichen said he also said he wants to update the Temporary Use Permit chapter to better address food carts in the future.

Vice Chair Petersen suggested crossing out section 5(a) on page 18 because it is redundant. Vice Chair Petersen asked about the requirement of 500 square feet of non-residential per one dwelling unit in 5(b) iii on page 19 for the Plaza Sub-district. Graichen did not know how that specific ratio was decided. He noted that the ratio did seem to work with redevelopment of the Muckle Building, but so far, that has been the only development that tested the ratio. The Commission is concerned that the square footage is too arbitrary and not flexible enough. It was decided that since this standard has been in place for the current Riverfront District since 2007 and it is not getting carried over to the proposed new Mill Sub-district, they would leave it alone.

Graichen asked if the Architectural Design Guidelines should apply to the Mill Sub-district. Chair Cary said it would be great for the new development to be cohesive with the existing historic district, but he is concerned it may hinder development. Vice Chair Petersen recommended including the Architectural Design Guidelines for the Mill Sub-district since consistency with the guidelines is just a recommendation to the approval authority. The Commission agreed.

Commissioner Cohen left at 9:07 p.m. due to inclement weather.

The Commission made a number of small changes throughout the Mill Sub-district, including the removal of pawn shops from permitted uses and funeral homes from conditional uses.

Vice Chair Petersen asked about the removal of the parking lot section in the Mill Sub-district. Graichen said parking lot landscaping, screening, and other landscaping requirements (including frontage improvements) will be covered with Chapter 17.72.

The Commission decided not to specify a maximum building height in the Mill Sub-district initially because economics and/or public input at future hearings will likely limit building height anyways. Commissioner Hubbard asked if it was the goal of the Council to have a single developer for the entire waterfront site. Graichen said it depends on who proposes plans through the Request for Proposals process.

Graichen said the text related to ensuring public access along the water will change from what is included in the packet. He said consistency with the Framework Plan will need to be met, while also not creating potential legal issues.

The Commission agreed that pole signs should not be allowed in the Riverfront District.

Vice Chair Petersen requested to remove the word "affected" from Section 17.36.040 on page 31. Graichen asked if documentation should also be required if the historic structure is being relocated. Vice Chair Petersen said yes. Vice Chair Petersen also suggested adding "historical documentation" in Section 3(k) on page 33.

□

Acceptance Agenda: Planning Administrator Site Design Review

- a. Site Design Review (Major) at vacant lot adjacent to the east side of 134 N. 2nd Street - Triplex on vacant lot

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

□

Planning Director Decisions

- a. Home Occupation (Type I) at 195 N. 5th Street - Transportation business
- b. Lot Line Adjustment at 204 Crouse Way - Bells Drafting & Construction
- c. Sign Permit at 745 S. Columbia River Hwy - Replace gas station pole sign
- d. Home Occupation (Type I) at 733 Rockwood Dr. - Home-based house cleaning business

There were no comments.

□

Planning Department Activity Reports

There were no comments.

□

For Your Information Items

There were no for your information items.

□

There being no further business before the Planning Commission, the meeting was adjourned at 9:40 p.m.

Respectfully submitted,

Jennifer Dimsho
Planning Secretary

2017 Planning Commission Attendance Record

P=Present A=Absent Can=Cancelled

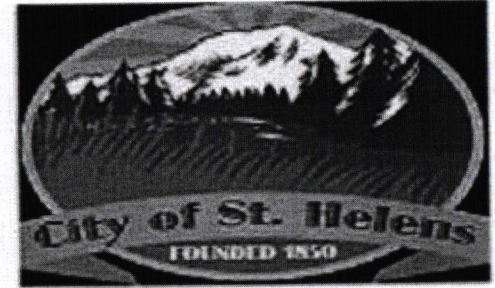
Date	Petersen	Hubbard	Lawrence	Cohen	Cary	Semling	Webster
01/10/17	P	P	A	P	P	P	P
02/14/17							
03/14/17							
04/11/17							
05/09/17							
06/13/17							
07/11/17							
08/08/17							
09/12/17							
10/10/17							
11/14/17							
12/12/17							

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 02/16/2017 - 1:40PM
 Batch: 00006.02.2017 - AP 2/17/17 FY 16-17

104



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
AIRGAS USA, LLC									
AIRGAS									
9942638285	1/31/2017	17.05	0.00	02/17/2017				False	0
017-017-501000 Operating Materials & Sup.				CO2					
9942638285 Total:		17.05							
AIRGAS USA, LLC Total:		17.05							
CENTERLOGIC, INC.									
011595									
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012-108-575000 Equipment expense				HDMI TO DVI CABLE ADAPTER					
38542 Total:		44.00							
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012-108-575000 Equipment expense				DELL OPTI PLEX MICRO OFFICE / WINDOWS 3 YEAR					
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38579	1/31/2017	108.10	0.00	02/17/2017				False	0
001-002-457000 Office Supplies				BLACK TONER					
38579 Total:		108.10							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
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001-105-500000 Information services				SERVERS BACKUP					
38641	2/1/2017	9.75	0.00	02/17/2017				False	0
017-417-501000 Operating materials and suppli				SERVERS BACKUP					
38641	2/1/2017	3.25	0.00	02/17/2017				False	0
001-104-500000 Information services				SERVERS BACKUP					
38641	2/1/2017	78.00	0.00	02/17/2017				False	0
001-002-500000 Computer System Maint.				SERVERS BACKUP					
38641	2/1/2017	9.75	0.00	02/17/2017				False	0
001-103-500000 Information services				SERVERS BACKUP					
38641	2/1/2017	26.00	0.00	02/17/2017				False	0
012-106-500000 Information services				SERVERS BACKUP					
38641	2/1/2017	9.75	0.00	02/17/2017				False	0
012-102-500000 Information services				SERVERS BACKUP					
38641	2/1/2017	13.00	0.00	02/17/2017				False	0
018-019-500000 Computer System Maint.				SERVERS BACKUP					
38641	2/1/2017	19.50	0.00	02/17/2017				False	0
013-402-500000 Information services				SERVERS BACKUP					
38641	2/1/2017	9.75	0.00	02/17/2017				False	0
015-015-500000 Computer System Maint.				SERVERS BACKUP					
38641	2/1/2017	78.00	0.00	02/17/2017				False	0
013-403-500000 Information services				SERVERS BACKUP					
38641	2/1/2017	22.75	0.00	02/17/2017				False	0
001-004-500000 Computer Maintenance				SERVERS BACKUP					
38641	2/1/2017	13.00	0.00	02/17/2017				False	0
012-101-500000 Information services				SERVERS BACKUP					
38641	2/1/2017	22.75	0.00	02/17/2017				False	0
001-100-500000 Information services				SERVERS BACKUP					
38641 Total:		325.00							
38721	2/2/2017	41.16	0.00	02/17/2017				False	0
001-002-500000 Computer System Maint.				MALINDA- KEYBOARD					
38721	2/2/2017	172.40	0.00	02/17/2017				False	0
012-108-575000 Equipment expense				DEL ADAPTER / DISPLAY PORT CITY HALL					
38721 Total:		213.56							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
CENTERLOGIC, INC. To		10,965.51							
COLUMBIA CO. DEPT. OF COMM. JUSTICE									
007581								False	0
02062017	2/6/2017	1,625.00	0.00	02/17/2017	PARKS WORK CREW			False	0
001-005-554000 Contractual Services									
02062017	2/6/2017	1,300.00	0.00	02/17/2017	PUBLIC WORKS WORK CREW				
013-403-554000 Contractual/consulting serv									
02062017 Total:		2,925.00							
COLUMBIA CO. DEPT. O		2,925.00							
COLUMBIA COMM MENTAL HEALTH									
007430								False	0
01272017	1/27/2017	350.00	0.00	02/17/2017	JEFF LEHMAN HEALTH INSURANCE CLAIM FORM				
001-000-341000 Fines									
01272017 Total:		350.00							
02032017	2/3/2017	50.00	0.00	02/17/2017	JEFF LEHMAN HEALTH INSURANCE CLAIM FORM			False	0
001-000-341000 Fines									
02032017 Total:		50.00							
COLUMBIA COMM MEN		400.00							
COLUMBIA ELECTRIC FEED & SEED									
008000								False	0
10520	2/8/2017	7.99	0.00	02/17/2017	JUST ONE BITE			False	0
018-019-501000 Operating Materials									
10520	2/8/2017	7.99	0.00	02/17/2017	JUST ONE BITE				
018-020-501000 Operating Materials & Supplies									
10520 Total:		15.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	COLUMBIA ELECTRIC F	15.98							
COMCAST									
COMCAST									
02072017	2/7/2017	94.85	0.00	02/17/2017				False	0
013-403-458000	Telecommunication expense			9144					
	02072017 Total:	94.85							
02092017	2/9/2017	124.90	0.00	02/17/2017				False	0
018-020-459000	Utilities			0082					
	02092017 Total:	124.90							
	COMCAST Total:	219.75							
CONSOLIDATED SUPPLY									
009000									
S8048328.002	1/26/2017	526.76	0.00	02/17/2017				False	0
017-017-501000	Operating Materials & Sup.			METER RESETTER					
	S8048328.002 Total:	526.76							
	CONSOLIDATED SUPPL	526.76							
DOCKSIDE STEAK & PASTA									
DOCKSIDE									
1010	1/24/2017	100.00	0.00	02/17/2017				False	0
008-008-558104	Events			CHRISTMAS SHIPS DINNER 2016					
	1010 Total:	100.00							
	DOCKSIDE STEAK & PA	100.00							
E2C CORPORATION									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
E2C									
4019	2/14/2017	2,350.00	0.00	02/17/2017				False	0
008-008-554000 Consulting/Contractual				FEB 2017 CONTRACTORS COMPENSATIONS					
4019 Total:		2,350.00							
E2C CORPORATION Total:		2,350.00							
ECONORTHWEST									
011130									
18029	1/31/2017	6,306.25	0.00	02/17/2017				False	0
004-400-554120 Urban Renewal				PROJECT 22668.00 URBAN RENEWAL PLAN					
18029 Total:		6,306.25							
ECONORTHWEST Total:		6,306.25							
EMMERT MOTORS, INC.									
020693									
12723	10/27/2016	44.04	0.00	02/17/2017				False	0
001-002-510000 Automobile Expense				TAHOE C150					
12723 Total:		44.04							
131221	12/9/2016	118.42	0.00	02/17/2017				False	0
001-002-510000 Automobile Expense				KEY					
131221 Total:		118.42							
13984	1/16/2016	503.15	0.00	02/17/2017				False	0
001-002-510000 Automobile Expense				TAHOE C150					
13984 Total:		503.15							
CREDIT	12/2/2016	-146.19	0.00	02/17/2017				False	0
001-002-510000 Automobile Expense				CREDIT					
CREDIT Total:		-146.19							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
EMMERT MOTORS, INC		519.42							
JOHNSTUN INJURY LAW JOHN.IN									
02142017	2/14/2017	23.00	0.00	02/17/2017				False	0
001-000-354000 Misc Revenue				REFUND PUBLIC REC REQUEST DEP BAL 52921					
02142017 Total:		23.00							
JOHNSTUN INJURY LAW		23.00							
KINNEAR SPECIALTIES INC. 017537									
5022558	1/31/2017	261.46	0.00	02/17/2017				False	0
015-015-501000 Operating Materials & Supp				BOBCAT FITTING BANJO VALVE					
5022558 Total:		261.46							
KINNEAR SPECIALTIES		261.46							
KLONDIKE KLONDIKE									
01232017	1/23/2017	100.00	0.00	02/17/2017				False	0
008-008-558104 Events				CHRISTMAS SHIP FOOD 2016					
01232017 Total:		100.00							
KLONDIKE Total:		100.00							
LANG, ATTORNEY AT LAW, MARK J. 018006									
1652	1/31/2017	80.00	0.00	02/17/2017				False	0
001-103-554000 Contractual/consulting serv				SHEILA ANDERSON					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	1652 Total:	80.00							
1653	1/31/2017	120.00	0.00	02/17/2017				False	0
001-103-554000 Contractual/consulting serv				ROBERT OWENS					
	1653 Total:	120.00							
	LANG, ATTORNEY AT LA	200.00							
LD PRODUCTS, INC.									
018060									
SIP-005837263	1/24/2017	100.99	0.00	02/17/2017				False	0
001-004-457000 Office Supplies				TONER					
	SIP-005837263 Total:	100.99							
	LD PRODUCTS, INC. Tot	100.99							
MAILBOXES NORTHWEST									
019366									
01302017	1/30/2017	170.65	0.00	02/17/2017				False	0
018-019-472000 Lab Testing				TRE ENVIRO. SHIPPING COSTS ACCT 1 /4390					
	01302017 Total:	170.65							
	MAILBOXES NORTHWE	170.65							
MURRAY, SMITH & ASSOC., INC.									
020762									
09-1078-82	1/25/2017	151.00	0.00	02/17/2017				False	0
010-304-653409 Godfrey Outfall				PROJECT 09-1078 SAN SEWER REHAB PROGRAM					
	09-1078-82 Total:	151.00							
	MURRAY, SMITH & ASS	151.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
NORTHERN SAFETY CO., INC.									
021152									
902282468	2/2/2017	130.35	0.00	02/17/2017				False	0
013-403-501000	Operating materials/supplies			GLOVES					
	902282468 Total:	130.35							
	NORTHERN SAFETY CO	130.35							
OGFOA									
022600									
174631	2/9/2017	335.00	0.00	02/17/2017				False	0
012-106-490000	Professional development			CAROL GREEN SPRING CONF REG.					
	174631 Total:	335.00							
	OGFOA Total:	335.00							
OPTA									
021715									
02102017	2/10/2017	40.00	0.00	02/17/2017				False	0
001-105-490000	Professional development			HEIDI DAVIS ANNUAL MEMBERSHIP RENEWAL OP					
	02102017 Total:	40.00							
	OPTA Total:	40.00							
OREGON DMV									
023150									
61018-013117	1/31/2017	3.00	0.00	02/17/2017				False	0
001-103-473000	Miscellaneous			CERTIFIED COURT PRINT					
	61018-013117 Total:	3.00							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
OREGON DMV Total:		3.00							
PHILLIPS, CYNTHIA									
025515									
02082017	2/8/2017	40.00	0.00	02/17/2017				False	0
013-403-454000 Attorney					CONTRACTING ENTRIES FROM JULY 12- FEB 9				
02082017	2/8/2017	200.00	0.00	02/17/2017				False	0
001-105-454000 Attorney expense					CONTRACTING ENTRIES FROM JULY 12- FEB 9				
02082017	2/8/2017	340.00	0.00	02/17/2017				False	0
012-101-454000 Attorney					CONTRACTING ENTRIES FROM JULY 12- FEB 9				
02082017	2/8/2017	60.00	0.00	02/17/2017				False	0
001-104-454000 Attorney					CONTRACTING ENTRIES FROM JULY 12- FEB 9				
02082017	2/8/2017	50.00	0.00	02/17/2017				False	0
012-106-554000 Contractual/consulting serv					CONTRACTING ENTRIES FROM JULY 12- FEB 9				
02082017	2/8/2017	40.00	0.00	02/17/2017				False	0
008-008-554110 Branding and Way Finding					CONTRACTING ENTRIES FROM JULY 12- FEB 9				
02082017 Total:		730.00							
02152017	2/8/2017	1,670.00	0.00	02/17/2017				False	0
001-103-554000 Contractual/consulting serv					2/15-2/28 MUNICIPAL COURT JUDGE				
02152017 Total:		1,670.00							
PHILLIPS, CYNTHIA Tot		2,400.00							
PORTLAND GENERAL ELECTRIC									
025702									
02142017	2/14/2017	29.97	0.00	02/17/2017				False	0
004-412-554000 Contract Services					7687				
02142017	2/14/2017	62.83	0.00	02/17/2017				False	0
004-412-554000 Contract Services					9275				
02142017	2/14/2017	42.94	0.00	02/17/2017				False	0
011-011-453000 Street Lighting					9724				
02142017 Total:		135.74							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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PORTLAND GENERAL E		135.74							
REED ELECTRIC CO.									
027100									
91369	1/26/2017	745.00	0.00	02/17/2017				False	0
018-019-501000 Operating Materials				LABOR / TIME TO DATE COSTS					
91369 Total:		745.00							
REED ELECTRIC CO. To		745.00							
RICOH USA INC									
027295									
5046960783	2/3/2017	134.80	0.00	02/17/2017				False	0
012-107-502000 Equipment expense				CONTRACT 3346106					
5046960783 Total:		134.80							
RICOH USA INC Total:		134.80							
RICOH USA, INC.									
027294									
98287959	2/3/2017	205.02	0.00	02/17/2017				False	0
001-002-470000 Building Expense				1496666-3356313					
98287959 Total:		205.02							
RICOH USA, INC. Total:		205.02							
ROSS, GRANT									
027933									
002728	2/8/2017	506.30	0.00	02/17/2017				False	0
001-000-204000 Bail Deposit				BOND TRANSFER GRANT ROSS CHRIS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
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002728 Total:		506.30							
ROSS, GRANT Total:		506.30							
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SHRED-IT USA, LLC									
SHRED-IT									
8121697909	1/31/2017	134.39	0.00	02/17/2017				False	0
001-002-470000 Building Expense				POLICE SHRED 13664225					
8121697909 Total:		134.39							
SHRED-IT USA, LLC Tot		134.39							
<hr/>									
STAPLES BUSINESS ADVANTAGE									
031983									
3329820032	2/4/2017	95.72	0.00	02/17/2017				False	0
013-403-457000 Office supplies				OFFICE SUPPLIES					
3329820032 Total:		95.72							
STAPLES BUSINESS AD		95.72							
<hr/>									
SUMMER SEARS CPA, LLC									
SEARS.S									
03-2017	1/31/2017	373.75	0.00	02/17/2017				False	0
012-106-554000 Contractual/consulting serv				FINANCE AND ACCOUNTING SUPPORT					
03-2017 Total:		373.75							
SUMMER SEARS CPA, L		373.75							
<hr/>									
TCMS, TEMP CONTROL MECHANICAL SERVICE CORP									
033013									
015771	2/1/2017	1,085.25	0.00	02/17/2017				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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001-110-470000 Building expense				SR CENTER C10625 2/1-4/30 MAINT AGREEMENT					
015771 Total:		1,085.25							
TCMS, TEMP CONTROL		1,085.25							
<hr/>									
TVW INC									
033827									
0027517-IN	1/31/2017	1,354.31	0.00	02/17/2017				False	0
012-107-554000 Contractual/consulting serv				JANITORIAL SERVICE CITY HALL					
0027517-IN Total:		1,354.31							
0027518-IN	1/31/2017	1,318.70	0.00	02/17/2017				False	0
001-004-508000 Janitorial Services				JANITORIAL SERVICE COL CENTER					
0027518-IN Total:		1,318.70							
0027519-IN	1/31/2017	475.14	0.00	02/17/2017				False	0
001-002-508000 Janitorial Services				JANITORIAL SERVICE POLICE					
0027519-IN Total:		475.14							
0027520-IN	1/31/2017	163.96	0.00	02/17/2017				False	0
018-019-470000 Building Expense				JANITORIAL SERVICE WWTP					
0027520-IN	1/31/2017	163.97	0.00	02/17/2017				False	0
018-020-470000 Building Expense				JANITORIAL SERVICE WWTP					
0027520-IN Total:		327.93							
TVW INC Total:		3,476.08							
<hr/>									
VERIZON WIRELESS									
000720									
9779517859	2/1/2017	167.52	0.00	02/17/2017				False	0
017-017-459000 Utilities									
9779517859 Total:		167.52							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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	VERIZON WIRELESS To	167.52							
WHELESS CONSTRUCTION									
036120									
02152017	2/15/2017	1,675.00	0.00	02/17/2017				False	0
004-410-501000 Property Maintenance				FARA ROOF REPAIR					
02152017 Total:		1,675.00							
WHELESS CONSTRUCT		1,675.00							
WILCOX & FLEGEL									
037003									
CL57875	1/31/2017	126.93	0.00	02/17/2017				False	0
001-002-531000 Gasoline Expense				POLICE GAS					
CL57875 Total:		126.93							
WILCOX & FLEGEL Tota		126.93							
Report Total:		37,122.67							

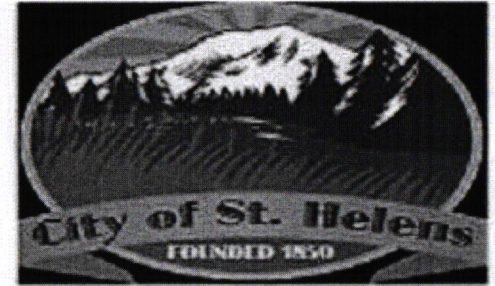




Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 02/23/2017 - 8:29AM
 Batch: 00008.02.2017 - AP 2/23/17 FY 16-17



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ACCELA, INC. #774375									
000496									
INV-ACC27879	1/1/2017	158.00	0.00	02/23/2017				False	0
012-106-554000 Contractual/consulting serv				WEB PAYMENTS DEC 2016					
	INV-ACC27879 Total:	158.00	✓						
INV-ACC27994	2/1/2017	507.00	0.00	02/23/2017				False	0
012-106-554000 Contractual/consulting serv				WEB PAYMENTS JAN 2017					
	INV-ACC27994 Total:	507.00	✓						
	ACCELA, INC. #774375 T	665.00							
AMERICAN LABORATORY TRADING									
00133									
15099	1/25/2017	2,643.50	0.00	02/23/2017				False	0
018-019-575000 Equipment				LABCONCO FLASK SCRUBBER					
15099	1/25/2017	2,643.50	0.00	02/23/2017				False	0
018-020-575000 Equipment				LABCONCO FLASK SCRUBBER					
	15099 Total:	5,287.00	✓						
	AMERICAN LABORATO	5,287.00							
BAM ENTERPRISES									
002188									
02182017	2/18/2017	2.50	0.00	02/23/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
001-000-311000 Business License				REFUND OVERPAYMENT BUS LIC. 01438946					
	02182017 Total:	2.50							
	BAM ENTERPRISES Tota	2.50							
BEMIS PRINTING									
002701									
7334	2/10/2017	165.90	0.00	02/23/2017				False	0
012-107-457000 Office supplies				DATE RECEIVED STAMPS 3					
	7334 Total:	165.90							
	BEMIS PRINTING Total:	165.90							
BIG RIVER BISTRO, GAINOR RIKER									
003341									
02212017	2/21/2017	248.00	0.00	02/23/2017				False	0
004-400-554120 Urban Renewal				URBAN RENEWAL MEETING FOOD					
	02212017 Total:	248.00							
	BIG RIVER BISTRO, GA	248.00							
BIO-MED TESTING SERVICE, INC.									
003505									
55093	2/8/2017	350.00	0.00	02/23/2017				False	0
012-102-554000 Contractual/consulting serv				S. WILLIAMS T. UNDERWOOD S.JAURON J. BEEHLEI					
	55093 Total:	350.00							
	BIO-MED TESTING SERV	350.00							
CASCADE CONCRETE PRODUCTS, INC.									
005925									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
37193	2/6/2017	188.00	0.00	02/23/2017				False	0
018-021-501000 Operating Materials & Supplies				TYPE 1 BASE					
37193 Total:		188.00	✓						
67216	2/8/2017	1,128.00	0.00	02/23/2017				False	0
018-021-501000 Operating Materials & Supplies				TYPE 1 RISERS					
67216 Total:		1,128.00	✓						
CASCADE CONCRETE P		1,316.00							
CENTERLOGIC, INC.									
011595									
38586	2/3/2017	5,287.00	0.00	02/23/2017				False	0
012-108-575000 Equipment expense				COMPREHENSIVE MSP AGREEMENT					
38586 Total:		5,287.00	✓						
38723	2/2/2017	366.59	0.00	02/23/2017				False	0
012-101-500000 Information services				IT SUPPORT					
38723	2/2/2017	796.25	0.00	02/23/2017				False	0
010-305-653553 Phone system				IT SUPPORT					
38723	2/2/2017	249.31	0.00	02/23/2017				False	0
012-108-575000 Equipment expense				IT SUPPORT					
38723	2/2/2017	244.39	0.00	02/23/2017				False	0
001-100-500000 Information services				IT SUPPORT					
38723	2/2/2017	489.25	0.00	02/23/2017				False	0
001-103-500000 Information services				IT SUPPORT					
38723	2/2/2017	244.39	0.00	02/23/2017				False	0
001-104-500000 Information services				IT SUPPORT					
38723	2/2/2017	1,330.00	0.00	02/23/2017				False	0
001-002-500000 Computer System Maint.				IT SUPPORT					
38723	2/2/2017	221.25	0.00	02/23/2017				False	0
001-004-500000 Computer Maintenance				IT SUPPORT					
38723	2/2/2017	464.63	0.00	02/23/2017				False	0
001-105-500000 Information services				IT SUPPORT					
38723	2/2/2017	538.04	0.00	02/23/2017				False	0
012-102-500000 Information services				IT SUPPORT					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
38723	2/2/2017	1,295.84	0.00	02/23/2017				False	0
012-106-500000 Information services				IT SUPPORT					
38723	2/2/2017	1,003.12	0.00	02/23/2017				False	0
013-402-500000 Information services				IT SUPPORT					
38723	2/2/2017	32.50	0.00	02/23/2017				False	0
013-403-500000 Information services				IT SUPPORT					
38723	2/2/2017	162.50	0.00	02/23/2017				False	0
017-417-501000 Operating materials and suppli				IT SUPPORT					
38723	2/2/2017	390.00	0.00	02/23/2017				False	0
018-019-500000 Computer System Maint.				IT SUPPORT					
38723 Total:		7,828.06							
38836	2/20/2017	174.99	0.00	02/23/2017				False	0
012-108-575000 Equipment expense				HP GRAPHIC CARD					
38836 Total:		174.99							
38855	2/17/2017	1,352.73	0.00	02/23/2017				False	0
012-108-575000 Equipment expense				DELL OPTIPLEX TOWER					
38855 Total:		1,352.73							
38857	2/17/2017	6,734.29	0.00	02/23/2017				False	0
012-108-575000 Equipment expense				SERVER 2016 STAN LIC.					
38857 Total:		6,734.29							
38954	2/20/2017	223.88	0.00	02/23/2017				False	0
012-101-500000 Information services				IT SUPPORT					
38954	2/20/2017	834.98	0.00	02/23/2017				False	0
012-108-575000 Equipment expense				IT SUPPORT					
38954	2/20/2017	149.25	0.00	02/23/2017				False	0
001-100-500000 Information services				IT SUPPORT					
38954	2/20/2017	298.79	0.00	02/23/2017				False	0
001-103-500000 Information services				IT SUPPORT					
38954	2/20/2017	149.25	0.00	02/23/2017				False	0
001-104-500000 Information services				IT SUPPORT					
38954	2/20/2017	210.00	0.00	02/23/2017				False	0
001-002-500000 Computer System Maint.				IT SUPPORT					
38954	2/20/2017	283.75	0.00	02/23/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
001-105-500000 Information services				IT SUPPORT					
38954	2/20/2017	328.58	0.00	02/23/2017				False	0
012-102-500000 Information services				IT SUPPORT					
38954	2/20/2017	791.38	0.00	02/23/2017				False	0
012-106-500000 Information services				IT SUPPORT					
38954	2/20/2017	612.62	0.00	02/23/2017				False	0
013-402-500000 Information services				IT SUPPORT					
38954	2/20/2017	357.50	0.00	02/23/2017				False	0
018-019-500000 Computer System Maint.				IT SUPPORT					
38954 Total:		4,239.98							
CENTERLOGIC, INC. To		25,617.05							
CINTAS CORPORATION									
037620									
5007186135	2/8/2017	142.55	0.00	02/23/2017				False	0
001-005-501000 Operating Materials & Supp				CABINET CLEANED AND REFILL					
5007186135 Total:		142.55							
CINTAS CORPORATION		142.55							
CINTAS CORPORATION-463									
006830									
463787238	1/23/2017	47.95	0.00	02/23/2017				False	0
018-019-470000 Building Expense				MATS					
463787238	1/23/2017	47.96	0.00	02/23/2017				False	0
018-020-470000 Building Expense				MATS					
463787238 Total:		95.91							
CINTAS CORPORATION		95.91							
COLUMBIA RIVER P.U.D.									
008325									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
02132017	2/13/2017	451.37	0.00	02/23/2017				False	0
001-002-459000 Utilities				7493					
02132017	2/13/2017	731.10	0.00	02/23/2017				False	0
001-004-459000 Utilities				7493					
02132017	2/13/2017	804.24	0.00	02/23/2017				False	0
001-005-459000 Utilities				7493					
02132017	2/13/2017	234.00	0.00	02/23/2017				False	0
001-005-509000 Marine board expense				7493					
02132017	2/13/2017	5,110.52	0.00	02/23/2017				False	0
011-011-453000 Street Lighting				7493					
02132017	2/13/2017	1,395.65	0.00	02/23/2017				False	0
012-107-459000 Utilites				7493					
02132017	2/13/2017	1,198.02	0.00	02/23/2017				False	0
013-403-459000 Utilities				7493					
02132017	2/13/2017	3,024.44	0.00	02/23/2017				False	0
017-017-459000 Utilities				7493					
02132017	2/13/2017	4,614.75	0.00	02/23/2017				False	0
017-417-459000 Utilities				7493					
02132017	2/13/2017	1,115.35	0.00	02/23/2017				False	0
018-019-534000 Electrical Energy				7493					
02132017	2/13/2017	3,346.04	0.00	02/23/2017				False	0
018-020-534000 Electrical Energy				7493					
02132017	2/13/2017	205.00	0.00	02/23/2017				False	0
018-021-459000 Utilites				7493					
02132017	2/13/2017	1,262.27	0.00	02/23/2017				False	0
018-022-459000 Utilities				7493					
02132017 Total:		23,492.75							
COLUMBIA RIVER P.U.D		23,492.75							
COLUMBIA RIVER SAW & REPAIR									
008380									
461557	2/6/2017	32.00	0.00	02/23/2017				False	0
001-005-501000 Operating Materials & Supp				SHARPEN CHIPPER KNIVES					
461557 Total:		32.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	COLUMBIA RIVER SAW	32.00							
COMCAST									
COMCAST									
02122017	2/12/2017	136.93	0.00	02/23/2017				False	0
017-417-459000 Utilities				3238					
02122017 Total:		136.93							
02142017	2/14/2017	96.99	0.00	02/23/2017				False	0
001-005-458000 Telephone Expense				9228					
02142017 Total:		96.99							
COMCAST Total:		233.92							
CONSOLIDATED SUPPLY									
009000									
S8048328.003	1/31/2017	504.53	0.00	02/23/2017				False	0
017-017-501000 Operating Materials & Sup.				MATERIALS					
S8048328.003 Total:		504.53							
S8068204.004	2/1/2017	675.97	0.00	02/23/2017				False	0
017-017-501000 Operating Materials & Sup.				MATERIALS					
S8068204.004 Total:		675.97							
S8074614.003	1/31/2017	90.78	0.00	02/23/2017				False	0
017-017-501000 Operating Materials & Sup.				MATERIALS					
S8074614.003 Total:		90.78							
S8100256.001	1/31/2017	463.70	0.00	02/23/2017				False	0
017-017-501000 Operating Materials & Sup.				MATERIALS					
S8100256.001 Total:		463.70							
S8100515.001	2/1/2017	81.05	0.00	02/23/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
017-017-501000 Operating Materials & Sup.					MATERIALS				
S8100515.001 Total:		81.05	✓						
S8102913.001	2/2/2017	1,233.70	0.00	02/23/2017				False	0
018-021-501000 Operating Materials & Supplies					MATERIALS 17TH ST STORM				
S8102913.001 Total:		1,233.70	✓						
CONSOLIDATED SUPPL		3,049.73							
COUNTRY MEDIA INC.									
006800									
264204	2/1/2017	106.38	0.00	02/23/2017				False	0
001-104-493000 Legal notices					NOTICE OF PUBLIC HEARING PLANNING COMMISS				
264204 Total:		106.38							
COUNTRY MEDIA INC. T		106.38	✓						
CREST APARTMENTS									
00933									
021820175	2/18/2017	20.00	0.00	02/23/2017				False	0
001-000-311000 Business License					REFUND OVERPAYMENT BUS LIC 01438936				
021820175 Total:		20.00							
CREST APARTMENTS To		20.00	✓						
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
31963	1/27/2017	253.51	0.00	02/23/2017				False	0
018-021-501000 Operating Materials & Supplies					ROCK 17TH STREET STORM				
31963 Total:		253.51	✓						
31974	1/30/2017	249.46	0.00	02/23/2017				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 STREET STORM					
31974 Total:		249.46	✓						
31979	1/31/2017	245.88	0.00	02/23/2017				False	0
018-021-501000 Operating Materials & Supplies				ROCK 17TH STREET STORM					
31979 Total:		245.88	✓						
31983	2/1/2017	242.02	0.00	02/23/2017				False	0
018-021-501000 Operating Materials & Supplies				ROCK 17TH STREET STORM					
31983 Total:		242.02	✓						
31987	2/2/2017	249.84	0.00	02/23/2017				False	0
018-021-501000 Operating Materials & Supplies				ROCK 17TH STREET STORM					
31987 Total:		249.84	✓						
31994	2/3/2017	280.92	0.00	02/23/2017				False	0
018-021-501000 Operating Materials & Supplies				ROCK 17TH STREET STORM					
31994 Total:		280.92	✓						
31997	2/6/2017	384.65	0.00	02/23/2017				False	0
018-021-501000 Operating Materials & Supplies				ROCK 17TH STREET STORM					
31997 Total:		384.65	✓						
32000	2/7/2017	256.50	0.00	02/23/2017				False	0
018-021-501000 Operating Materials & Supplies				ROCK 17TH STREET STORM					
32000 Total:		256.50	✓						
32006	2/8/2017	129.31	0.00	02/23/2017				False	0
018-021-501000 Operating Materials & Supplies				ROCK 17TH STREET STORM					
32006 Total:		129.31	✓						
32014	2/10/2017	133.17	0.00	02/23/2017				False	0
018-021-501000 Operating Materials & Supplies				ROCK 17TH STREET STORM					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	32014 Total:	133.17 ✓							
32023	2/13/2017	129.41	0.00	02/23/2017				False	0
018-021-501000 Operating Materials & Supplies				ROCK 17TH STREET STORM					
	32023 Total:	129.41 ✓							
32041	2/16/2017	127.96	0.00	02/23/2017				False	0
018-021-501000 Operating Materials & Supplies				ROCK 17TH STREET STORM					
	32041 Total:	127.96 ✓							
	EAGLE STAR ROCK PRO	2,682.63							
H.D. FOWLER CO.									
012650									
I4426438	2/7/2017	498.60	0.00	02/23/2017				False	0
017-017-501000 Operating Materials & Sup.				MARKING PAINT					
	I4426438 Total:	498.60 ✓							
I4426456	2/7/2017	16.12	0.00	02/23/2017				False	0
017-017-501000 Operating Materials & Sup.				YELLOW MARKING PAINT					
	I4426456 Total:	16.12 ✓							
	H.D. FOWLER CO. Total:	514.72							
HACH COMPANY									
014200									
10309294	2/7/2017	57.08	0.00	02/23/2017				False	0
017-017-501000 Operating Materials & Sup.				REAGENT SET CHLORINE FREE					
10309294	2/7/2017	114.16	0.00	02/23/2017				False	0
017-417-472000 Lab testing				REAGENT SET CHLORINE FREE					
	10309294 Total:	171.24 ✓							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
HACH COMPANY Total:		171.24							
INEXPENSIVE TREE CARE									
016160									
10114	2/8/2017	400.00	0.00	02/23/2017				False	0
011-011-554000 Contractual/Consult Serv.				REMOVE 1 TRUNK ON 6TH ST					
10114 Total:		400.00							
INEXPENSIVE TREE CA		400.00	✓						
INGRAM LIBRARY SERVICES, INC.									
016240									
97215790	2/8/2017	10.59	0.00	02/23/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97215790 Total:		10.59	✓						
97215791	2/8/2017	27.27	0.00	02/23/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97215791 Total:		27.27	✓						
97215792	2/8/2017	148.69	0.00	02/23/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97215792 Total:		148.69	✓						
97215793	2/8/2017	560.62	0.00	02/23/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97215793 Total:		560.62	✓						
INGRAM LIBRARY SERV		747.17							
LAWSON PRODUCTS, INC.									
018040									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
9304709376	2/9/2017	237.29	0.00	02/23/2017				False	0
015-015-501000 Operating Materials & Supp				MATERIALS					
9304709376 Total:		237.29							
LAWSON PRODUCTS, IN		237.29	✓						
LEAGUE OF OREGON CITIES, ATTN: OLLO REGISTRATIONS									
018100									
2,038	1/30/2017	25.00	0.00	02/23/2017				False	0
001-100-490000 Professional development				SUSAN CONN CITY DAY AT THE CAPITOL					
2,038 Total:		25.00	✓						
2,042	1/30/2017	25.00	0.00	02/23/2017				False	0
001-100-490000 Professional development				RICK SCHOLL CITY DAY AT THE CAPITOL					
2,042 Total:		25.00	✓						
LEAGUE OF OREGON C		50.00							
LYLE SIGNS, INC.									
019250									
000413101	2/10/2017	552.00	0.00	02/23/2017				False	0
011-011-505000 Street Signs				BRACKET GREEN STD CAP					
000413101 Total:		552.00							
LYLE SIGNS, INC. Total:		552.00	✓						
MALLORY SAFETY AND SUPPLY LLC									
019378									
4214465	2/10/2017	39.00	0.00	02/23/2017				False	0
018-020-501000 Operating Materials & Supplies				DRIVERS GLOVE HVY GRAIN LEATHER					
4214465	2/10/2017	39.00	0.00	02/23/2017				False	0
018-019-501000 Operating Materials				DRIVERS GLOVE HVY GRAIN LEATHER					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
4214465 Total:		78.00							
MALLORY SAFETY AND		78.00							
MCCOY ELECTRIC CO., INC.									
019713									
216910	2/14/2017	509.21	0.00	02/23/2017				False	0
018-019-501000 Operating Materials					VARIOUS ELECTRICAL REPAIR				
216910	2/14/2017	509.21	0.00	02/23/2017				False	0
018-020-501000 Operating Materials & Supplies					VARIOUS ELECTRICAL REPAIR				
216910 Total:		1,018.42							
MCCOY ELECTRIC CO.,		1,018.42							
MIDWEST TAPE									
020427									
94755984	2/9/2017	271.87	0.00	02/23/2017				False	0
001-004-481000 Visual Materials					DVD'S				
94755984 Total:		271.87							
MIDWEST TAPE Total:		271.87							
MISSION COMMUNICATIONS, LLC									
MISS.COM									
1006749	2/10/2017	347.40	0.00	02/23/2017				False	0
018-022-458000 Telecommunication expense					SERVICE PACKAGE M110 SERIES 1 YEAR				
1006749 Total:		347.40							
MISSION COMMUNICAT		347.40							

NORCREST APARTMENTS

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
021133									
021820175	2/18/2017	20.00	0.00	02/23/2017				False	0
001-000-311000 Business License					REFUND OVERPAYMENT BUS LIC 01438938				
021820175 Total:		20.00							
NORCREST APARTMEN		20.00							
NORTHERN SAFETY CO., INC.									
021152									
902290472	2/8/2017	47.96	0.00	02/23/2017				False	0
001-005-501000 Operating Materials & Supp					EYESALINE EYE WASH				
902290472 Total:		47.96							
NORTHERN SAFETY CO		47.96							
NORTHWEST NATURAL GAS									
021400									
02142017	2/14/2017	1,857.24	0.00	02/23/2017				False	0
017-417-459000 Utilities					2942				
02142017	2/14/2017	7.91	0.00	02/23/2017				False	0
017-017-459000 Utilities					7720 HALF				
02142017	2/14/2017	90.39	0.00	02/23/2017				False	0
012-107-459000 Utilitites					2848				
02142017	2/14/2017	97.58	0.00	02/23/2017				False	0
013-403-459000 Utilities					8675				
02142017	2/14/2017	177.91	0.00	02/23/2017				False	0
001-002-459000 Utilities					5638				
02142017	2/14/2017	115.65	0.00	02/23/2017				False	0
012-107-459000 Utilitites					5285				
02142017	2/14/2017	915.02	0.00	02/23/2017				False	0
001-004-459000 Utilities					7673				
02142017	2/14/2017	7.91	0.00	02/23/2017				False	0
018-018-459000 Utilites					7720 HALF				
02142017	2/14/2017	150.00	0.00	02/23/2017				False	0
018-019-459000 Utilites					5750 HALF				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
02142017	2/14/2017	20.80	0.00	02/23/2017				False	0
001-005-459000 Utilities				8563					
02142017	2/14/2017	150.06	0.00	02/23/2017				False	0
018-020-459000 Utilities				5750 HALF					
02142017	2/14/2017	154.03	0.00	02/23/2017				False	0
001-005-459000 Utilities				3047					
02142017 Total:		3,744.50							
NORTHWEST NATURAL		3,744.50							
NURNBERG SCIENTIFIC									
021703									
0167546-IN	2/13/2017	122.31	0.00	02/23/2017				False	0
018-020-501000 Operating Materials & Supplies				BOTTLE WM HDPE / DETERGENT LAB SOULUTIONS					
0167546-IN	2/13/2017	122.32	0.00	02/23/2017				False	0
018-019-501000 Operating Materials				BOTTLE WM HDPE / DETERGENT LAB SOULUTIONS					
0167546-IN Total:		244.63							
0167851-IN	2/21/2017	68.21	0.00	02/23/2017				False	0
018-020-501000 Operating Materials & Supplies				DETERGENT LAB SOLUTIONS					
0167851-IN	2/21/2017	68.21	0.00	02/23/2017				False	0
018-019-501000 Operating Materials				DETERGENT LAB SOLUTIONS					
0167851-IN Total:		136.42							
NURNBERG SCIENTIFIC		381.05							
OPUS:INTERACTIVE, INC.									
021979									
284583	2/12/2017	39.00	0.00	02/23/2017				False	0
012-102-500000 Information services				5951					
284583 Total:		39.00							
284889	2/12/2017	5.00	0.00	02/23/2017				False	0
001-002-500000 Computer System Maint.				4775					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
284889 Total:		5.00							
OPUS:INTERACTIVE, IN		44.00							
PACIFIC STAINLESS PRODUCTS, INC. PACIFICS 98690TR-IN	1/23/2017	1,530.00	0.00	02/23/2017				False	0
010-302-653207 2 mg reservoir rehab				W-449 2MG RESEVOIR REHAB SUMP SCREEN FILTEI					
98690TR-IN Total:		1,530.00							
PACIFIC STAINLESS PRO		1,530.00							
SAFEWAY, INC. #424 029600 021820173	2/18/2017	20.00	0.00	02/23/2017				False	0
001-000-311000 Business License				REFUND OVERPAYMENT BUS LIC 01438868					
021820173 Total:		20.00							
SAFEWAY, INC. #424 Tot		20.00							
SCHOLL, LISA L.SCHOLL 02162017	2/16/2017	71.90	0.00	02/23/2017				False	0
012-102-490000 Professional development				OAMR REGION 1 MEETING L. SCHOLL MILEAGE					
02162017 Total:		71.90							
SCHOLL, LISA Total:		71.90							
SECURE PACIFIC CORPORATION 001384 110693	1/31/2017	288.75	0.00	02/23/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
018-019-470000 Building Expense					11VSTH01 WWTP SERVICE REQUEST ZONES TRIPPIN				
110693 Total:		288.75							
SECURE PACIFIC CORP		288.75							
SELDEN, LAURIE									
030715									
02282016	2/22/2017	3,015.00	0.00	02/23/2017				False	0
001-103-554000 Contractual/consulting serv					2/15-2/28 CRIMINAL PROSECUTORIAL SERVICES				
02282016 Total:		3,015.00							
SELDEN, LAURIE Total:		3,015.00							
SMITH-WAGAR BRUCKER CONSULTING LLC									
031455									
302	2/12/2017	440.00	0.00	02/23/2017				False	0
012-106-554000 Contractual/consulting serv					CONSULTING SERVICES PAYROLL / UB				
302 Total:		440.00							
SMITH-WAGAR BRUCK		440.00							
SOLUTIONS YES									
013581									
INV96844	2/20/2017	266.00	0.00	02/23/2017				False	0
012-107-502000 Equipment expense					CONTRACT C10184-01				
INV96844 Total:		266.00							
SOLUTIONS YES Total:		266.00							
STAPLES BUSINESS ADVANTAGE									
031983									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
3329820033	2/4/2017	323.58	0.00	02/23/2017					
012-107-457000 Office supplies				OFFICE SUPPLIES				False	0
3329820033 Total:		323.58	✓						
3329820034	2/4/2017	8.52	0.00	02/23/2017					
012-107-457000 Office supplies				OFFICE SUPPLIES				False	0
3329820034 Total:		8.52	✓						
3330378643	2/11/2017	9.12	0.00	02/23/2017					
001-105-457000 Office supplies				OFFICE SUPPLIES				False	0
3330378643	2/11/2017	16.29	0.00	02/23/2017					
001-103-457000 Office supplies				OFFICE SUPPLIES				False	0
3330378643	2/11/2017	320.40	0.00	02/23/2017					
012-107-457000 Office supplies				OFFICE SUPPLIES				False	0
3330378643 Total:		345.81	✓						
STAPLES BUSINESS AD		677.91							
SUNSET EQUIPMENT CO.									
032700									
41678	2/17/2017	38.04	0.00	02/23/2017					
017-017-501000 Operating Materials & Sup.				TWINE POLY 9000				False	0
41678 Total:		38.04							
SUNSET EQUIPMENT C		38.04	✓						
SUPERIOR TIRE SERVICES									
032774									
6436875	2/2/2017	489.94	0.00	02/23/2017					
015-015-501000 Operating Materials & Sup				TIRES 265/60R17				False	0
6436875 Total:		489.94	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
<hr/>									
	SUPERIOR TIRE SERVIC	489.94							
TEC EQUIPMENT, INC.									
0330111									
507672	1/23/2017	2,921.62	0.00	02/23/2017				False	0
015-015-501000 Operating Materials & Supp				DUMP TRUCK /GASKET / CLAMP 503612					
507672 Total:		2,921.62							
TEC EQUIPMENT, INC. T		2,921.62							
TRAFFIC SAFETY SUPPLY CO., INC									
033600									
124618	2/13/2017	460.00	0.00	02/23/2017				False	0
011-011-501000 Operating Materials & Supp				SINGLE BOARD COMPUTER 3					
124618 Total:		460.00							
TRAFFIC SAFETY SUPP		460.00							
WARREN, RALPH									
0356									
02212017	2/21/2017	6.30	0.00	02/23/2017				False	0
001-000-354000 Misc Revenue				REFUND BAL OF PUBLIC REC REQ 52985					
02212017 Total:		6.30							
WARREN, RALPH Total:		6.30							
WESTERN HEATING AND COOLING INC									
03644									
021820172	2/18/2017	20.00	0.00	02/23/2017				False	0
001-000-311000 Business License				REFUND OVERPAYMENT BUS LIC 01438944					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
<hr/>									
021820172 Total:		20.00							
WESTERN HEATING AN		20.00	✓						
WILCOX & FLEGEL 037003									
C015328-IN	2/13/2017	695.16	✓	0.00	02/23/2017			False	0
001-005-531000 Gasoline Expense					PARKS GAS				
C015328-IN Total:		695.16							
C015448-IN	2/16/2017	96.77		0.00	02/23/2017			False	0
001-005-531000 Gasoline Expense					PARKS GAS				
C015448-IN Total:		96.77	✓						
WILCOX & FLEGEL Tota		791.93							
WOODLAND TRAIL APTS WOODLAND									
021820174	2/18/2017	20.00		0.00	02/23/2017			False	0
001-000-311000 Business License					REFUND OVERPAYMENT BUS LIC 01438937				
021820174 Total:		20.00							
WOODLAND TRAIL APT		20.00	✓						
Report Total:		83,190.33							

City of St. Helens
Consent Agenda for Approval

OLCC LICENSES

The following businesses submitted a processing fee to the City for a Liquor License:

2017 RENEWALS

<u>Business Name</u>	<u>Applicant Name</u>	<u>Location</u>	<u>Purpose</u>
• Chubb's Shell	S&L Enterprises LLC	745 S. Columbia River Hwy.	Renewal
• Kozy Korner Rest. & Lounge	Ogan Inc.	371 Columbia Blvd.	Renewal
• Pastime Tavern	Hook Line & Sinker LLC	2019 Columbia Blvd.	Renewal
• Rite Aid #5333	Thrifty Payless Inc.	785 S. Columbia River Hwy.	Renewal
• St. Helens Chevron Food Mart	Wilson Oil Inc.	115 N. Hwy. 30	Renewal
• St. Helens Marina	St. Helens Marina LLC	134 N. River Street	Renewal
• St. Helens Red Apple Market	Kirby Co.	1111 Columbia Blvd.	Renewal
• Safeway Store #424	Safeway Inc.	795 S. Columbia River Hwy.	Renewal
• Sherlock's Grocery	Kirat Corporation	155 N. Vernonia Road	Renewal
• Skinny's Texaco	Columbia Fast Serv Inc.	373 S. Columbia River Hwy.	Renewal
• Skinny's Texaco	Columbia Fast Serv Inc.	373 S. Columbia River Hwy.	Renewal
• Sunshine Pizza Exchange	Stansbury Management Inc.	2124 Columbia Blvd.	Renewal
• Tobacco World	Nishar, Vishal	335 S. Columbia River Hwy.	Renewal
• Village Motel & Restaurant	Village Motel & Restr. Inc.	535 S. Columbia River Hwy.	Renewal
• Walgreens #10056	Walgreen Co.	175 S. Columbia River Hwy.	Renewal
• West Street Grocery Market	Pyon, Chang Sik	305 N. 7 th Street	Renewal

2017 NEW

A copy of the OLCC application documents submitted for the business listed below was emailed to the Police Department for review. Pending response as of 2/24/17.

<u>Business Name</u>	<u>Applicant Name</u>	<u>Location</u>	<u>Purpose</u>
• Big River Bistro	CDR Baking Incorporated	305 Strand Street	New Outlet

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 1st day of March, 2017 are the following Council minutes:

2016

- Work Session, Public Hearing and Regular Session Minutes dated November 16, 2016
- Work Session, Public Hearing and Regular Session Minutes dated December 7, 2016
- Work Session, Public Hearing and Regular Session Minutes dated December 21, 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 16, 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
Jacob Graichen, City Planner
Jenny Dimsho, Assistant Planner
Jasmine Jordan, Mainstreet Program Coordinator

Others: Merle Pence Jamie Edwards Rick Scholl
Tina Curry Nicole Thill

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

Visitor Comments

♦ Merle Pence, representing the 34th Annual Merchant's Toy 'N Joy event. He is requesting Council donate a \$200 utility bill gift certificate to their auction.

Council agreed and asked Merle to work with Deputy City Recorder Scholl.

Semi-Annual Update from IT Consultant Centerlogic

Centerlogic IT Consultant Max Stahl updated the Council on their recent projects:

- Phone project will go live in a couple weeks. They have verified that wiring can handle internet and phones for all the City buildings.
- Wastewater Treatment Plant finally has working Comcast on site.
- Received the first quote for the AV upgrade in the Council Chambers, which was \$90,000. He needs to thoroughly review it to see what can be eliminated.

Council President Morten is still getting reports that the broadcast volume is very low. Max agreed and explained that is one of the reasons for needing the upgrade. After getting a new device a couple weeks ago, he and staff worked on it and it is better.

Mainstreet Program 1st Quarter Report

Mainstreet Program Coordinator Jasmine Jordan reviewed her report and what she has been working on.

- Organization of documents.

- Updating website.
- Preparing SHEDCO for the future and the possibility of not having a main street program coordinator next year. It needs to become self-sustainable.
- Outreach.
- Community involvement.
- Simplifying administration tasks.
- Marketing for Christmas events.
- Communication improvement.
- Working with businesses to prepare for Christmas.
- Recruitment and retention.
- SHEDCO board meeting tomorrow.

Review Proposed Hankey Road Right of Way Dedication

City Planner Jacob Graichen reviewed the proposal. A copy is included in the archive meeting packet. He clarified the County road confusion.

Review Amended Job Description for Utility Billing Specialist and Proposed Job Description for Utility and Banking Specialist which replaces one of the Utility Billing Specialist positions

Finance Director Matt Brown reviewed the job descriptions. A copy is included in the archive meeting packet. This will help relieve some of the duties of the Accounting Assistant, so she can begin learning the payroll system.

Mayor Peterson agreed that it is along the lines of what Jon Ellis was moving toward.

Brown talked about PEG and IT funding. He wants to fix the AV problems in the Council Chambers and not keep putting a bandaid on it.

Sponsorship Request from Robotics & Engineering Club

City Administrator John Walsh reviewed the request. A copy is included in the archive meeting packet. Council President Morten would like to hear from the faculty representative before making a decision. Councilor Carlson agreed. In the past, requests were based on a specific need. This is open-ended. City Administrator Walsh will contact them and have a representative come in to talk about the specific needs.

Department Reports

Police Chief Moss reported...

- Kudos to the Council for being ahead of schedule.
- Tonight's agenda includes a declaration of surplus property, which is a result of a lot of work being done in their evidence room.
- Received around 30 applications for the police officer recruitment. They will interview 12 on December 5.
- Just opened the sergeant position for internal recruitment. Sgt. Hogue will be promoted to Lieutenant January 1.
- He is preparing a Spirit of Halloweentown report with details from first responders and will bring it back to the next work session.

Event Coordinator Tina Curry reported...

- Christmas Tree lighting on December 10.
 - David Lee will play the piano.
 - Christmas ships.
 - Approximates over 500 people.

- There will be a new sign at the front of the Plaza, between the pillars.
- If Council wants to keep the Elf on the Shelf going, they could do it with the stores who want to participate. Conn and Carlson agreed. Carlson suggested that Youth Council take it on.

Public Works Engineering Director Nelson reported...

- Godfrey Park stormwater project is almost complete. Councilor Locke mentioned that the sidewalk was put in yesterday and fresh dirt is already sluffing off. Nelson said the work is warrantied for two years. They still have erosion work to do. She will look into it.
- The contractor has completed the work on the Sand Island docks.

Public Works Operations Director Sheppard reported...

- Restrooms at Sand Island are almost completely repaired. Some electrical work still needs to be done.
- Will be assisting Columbia County and City of Rainier with our flusher truck next week.

Library Director Jeffries reported...

- There is an article about the new microfilm machine in the Chronicle. The machine is now functional and is receiving a lot of use.
- Youth Librarian Gretchen Kolderup is published in this month's National Journal for Children's, Young Adult and School Librarians. She did a review of great math apps. Gretchen has a bachelor's degree in math.
- Held a strategic planning meeting with the community on Saturday, November 5. She was pleased with the diverse participation. Senator Betsy Johnson attended. Great input was received.
- Last night, the Library Board began working with the consultant on the five-year strategic plan.

Finance Director Brown reported...

- He has been reviewing McNulty Water residents who receive water from them and sewer from us. He found two more residents and Columbia Soil & Water Conservation District who have not been added to our billing system.

Deputy City Recorder Scholl reported...

- Nothing to report.

City Administrator Walsh reported...

- Acknowledged Mayor Elect Rick Scholl in the audience. Walsh looks forward to working with him and a smooth transition. Farewell to retiring Mayor Randy Peterson.
- The marijuana measure passed on the ballot. Council needs to decide how the tax will be collected. The state can collect it and enforce it for an administration cost of 4% of the 3% collected. They do not need to make a decision immediately.
- There has been a lot of talk about the City's "toxic waste dump" on social media. That is an exaggeration. They are looking at filling the lagoon with non-toxic sediment from the Portland Harbor and other sources.
- Attended the Veteran's Day service in McCormick Park. It was very nice.

Council Reports

Councilor Conn reported...

- Columbia Arts Guild submitted a request for a Columbia County Cultural Coalition 2017 grant for display cabinets and other exhibits in the hallway at the Columbia Center. She asked Council if she could sign a letter of support. There were no objections from Council.

- Attended a Safe Energy Leadership Alliance meeting in Vancouver, Washington. It included elected officials and utility staff from Oregon, Washington, California, British Columbia, Idaho, Montana and several tribes.

Council President Morten reported...

- Requested an update about the agreement with Greater St. Helens Parks & Recreation District. He will report back to the Parks Commission.
- Welcomed Rick Scholl to the Council. He requested Rick attend the executive session.
- Asked for an update on labor union negotiations during the executive session.
- Thank you to Public Works for winding up the Godfrey outfall project.

Councilor Carlson reported...

- Youth Council membership needs to be updated.
- She will talk to Youth Council about organizing Elf on the Shelf.
- McBride PTO is not doing the Christmas movie this year at the theater prior to the tree lighting. She suggested other nonprofits take it on.
- Council President Morten thanked Carlson for her suggestion of using SurveyMonkey for the Boards and Commissions questionnaire.

Councilor Locke reported...

- Thank you to Mayor Peterson for the last 16 years of serving together. It's been good even with disagreements. He will be missed.
- Welcomed Rick Scholl.
- He attended the Portland Harbor meeting with Walsh. There were good questions brought up and some still need answered. A brochure with the correct information needs to go out to the community soon.

Mayor Peterson reported...

- Nothing to report.

Executive Session

ORS 192.660(2)(d) Labor Negotiations

ORS 192.660(2)(e) Real Property Transactions

Motion: At 2:15 p.m., upon Locke's motion and Carlson's second, the Council unanimously voted to move into executive session under ORS 192.660(2)(d) Labor Negotiations and (e) Real Property Transactions.

Motion: At 3:01 p.m., upon completion of the executive session, Conn moved to go back into work session, seconded by Carlson, and unanimously approved.

Other Business

Public hearings at 6 p.m. tonight.



There being no further business, the meeting was adjourned at 3:02 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

Public Hearing Minutes

November 16, 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
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director

Others: Bobbi Siek Cynthia Ferguson Art Leskovich
Rick Scholl

Public Hearing

Petitioner: Bobbi Siek

Proposal: Appeal of Dangerous Building Abatement

Location: 35418 Helens Way

At 6:00 p.m., Mayor Randy Peterson opened the public hearings.

Staff Report

Building Official Bob Johnston presented his report. A copy of the posting and appeal letter are included in the archive meeting packet. Water service was shut off and five days later the building was posted as dangerous, as defined in the Municipal Code. It was unsanitary based on lack of sanitary facilities.

Appellant

♦ Bobbi Siek. Owner of the home. She has been in and out of the state with family deaths. She was unaware that the water bill had gotten this high. She was sending the money to her aunt and uncle to pay the bills and they were only paying the minimum amount to keep the water on. She is in the process of getting loans to pay off the water. The water department won't accept payments.

Finance Director Brown reported that it was sent to collections on August 18 for \$2,440.50. Bobbi said she was not made of aware of it at that time. Brown added that there is another note on the account that staff spoke with Bobbi on October 20. The total due is \$2,876.06 to pay off her balance in collections. Payment can be taken at City Hall and then sent to collections. Bobbi agreed and is working on getting a loan to pay that off.

Mayor Peterson asked what the procedure is once the water has been shut off. Brown explained that they are required to pay in full to turn their water back on. There have been instances of setting up payment plans. The last payment was made February 11, 2015. Peterson pointed out that was almost two years ago.

Bobbi is asking for a payment plan. Without it, she and her family will be homeless. She can come in on Monday to pay the current month's bill plus \$200.

Council agreed to allow a payment plan according to Finance procedures. The water can be turned on when the current bill is paid plus first installment of the payment plan has been made. She needs to follow-up with Brown on Monday.

Close Public Hearing and Record – 6:17 p.m.

Public Hearing

Petitioner: Christie Nagel

Proposal: Appeal of Dangerous Building Abatement

Location: 2564 Columbia Blvd.

Staff Report

Building Official Bob Johnston presented his report. A copy of the posting and appeal letter are included in the archive meeting packet. This residence has been lived in since 2014. He received complaints from neighbor about activities taking place. There have been multiple attempts to arrange for utility payments but they were never made. Children were living there and living in unsanitary conditions.

Appellant

◆ Not present.

No one representing this property was in attendance.

Finance Director Brown said that the property owner was sent to collections on February 17 with a balance over \$600.

Council agreed to deny the appeal since there was no one here representing the property. He asked staff to contact the owner with the next steps.

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

Close Public Hearing and Record – 6:23 p.m.



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Lisa Scholl, Deputy City Recorder

Randy Peterson, Mayor

City of St. Helens

CITY COUNCIL

Regular Session Minutes

November 16, 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
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director
Crystal Farnsworth, Communications Officer

Others: Rick Scholl
Kayla Keller
Barlow Bikes & Boards Family and Employees
Cynthia Ferguson
Axelle Duaves
Art Leskowich
Nathaniel Caudle

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

Pledge of Allegiance – Mayor Peterson

Invitation to Citizens for Public Comment

♦Art Leskowich. He appreciates all the Council does. He also appreciates the Council's vision to repurpose the lagoon. However, he expressed disappointment of exchanging one environmental issue for another by turning it into a landfill. The public didn't get the same consideration with the lagoon as they did with the Veneer property. A landfill on the waterfront property is not a good idea. He suggested they look at other options as well. He would like to talk to each of them individually about the proposal. Waterfront property is long-term, sustainable. He looks forward to hearing about future development and asked the Council to keep an open mind.

Councilor Conn pointed out that the public process is still ahead of us.

Award Spirit of Halloweentown Scarecrow Contest Winners

Congratulations to the winners of the Spirit of Halloweentown Scarecrow contest! Thank you to all the participating businesses and agencies.

Grand Prize – Barlow Bikes & Boards with 524 votes.

Honorable Mention – St. Helens Police Department with 407 votes.

Honorable Mention – Drakes Towing & Recovery with 360 votes.

Approve and/or Authorize for Signature

A. Dedication Deed for Right of Way Dedication – 35732 Hankey Road (McCarter)

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

Appointments to City Boards/Commissions

Planning Commission (4-year terms)

- Dan Cary's term expires 12/31/2016. He has expressed a desire to be reappointed.
- Greg Cohen's term expires 12/31/2016. He has expressed a desire to be reappointed.

Status: A press release was sent out on September 15 to solicit applications with a deadline of October 14. To date, we have not received any applications.

Next Meeting: December 13, 2016

Recommendation: The Commission recommends the reappointment of Dan Cary and Greg Cohen. Their terms will expire on December 31, 2020.

Motion: Upon Carlson's motion and Conn's second, the Council unanimously reappointed Dan Cary and Greg Cohen to the Planning Commission.

Motion: Upon Conn's motion and Carlson's second, the Council unanimously reappointed Kevin Chavez and Diane Dillard to the Arts & Cultural Commission.

Consent Agenda for Acceptance

- A. Bicycle & Pedestrian Commission Minutes dated April 28, 2016
- B. Planning Commission Minutes dated October 11, 2016
- C. Accounts Payable Bill List

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

Consent Agenda for Approval

- A. New Utility and Banking Specialist Job Description
- B. Amended Utility Billing Specialist Job Description
- C. Declaration of Surplus Property
- D. Accounts Payable Bill List

Finance Director Brown clarified that 'A' and 'B' are only for the job descriptions, not the salary.

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

Council Reports

Councilor Conn reported...

- Nothing to report.

Council President Morten reported...

- Evaluations for department heads are coming up.
- January is when boards and commissions need to change their officer positions.

Councilor Carlson reported...

- Saturday, SHEDCO is asking for volunteers to help make lighted decorations for the trees.
- December 3 is the Toy 'N Joy auction. Tickets are still available.
- Thanked Barlow Bikes for their community support.

Councilor Locke reported...

- Thanked voters for re-electing him.

Mayor Peterson reported...

- Nothing to report.

Department Reports

Communications Officer Farnworth reported...

- The Gazette deadline is November 23. Morten suggested including the snow plow map.

Public Works Engineering Director Nelson reported...

- Happy Birthday to Neal!

Public Works Operations Director Sheppard 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...

- Will begin putting up holiday decorations after Thanksgiving.
- In 2014, won a Good Governance award for community engagement with the waterfront project. The lagoon is part of the waterfront project. Conversations about the lagoon are preliminary. It's only information gathering at this time. The lagoon information is on our website.

Adjourn - There being no further business, the meeting adjourned at 7:15 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Lisa Scholl, Deputy City Recorder

Randy Peterson, Mayor

City of St. Helens

CITY COUNCIL

Work Session Minutes

December 7, 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
Bob Johnston, Building Official
Jenny Dimsho, Assistant Planner
Riki Frappier, Municipal Court Clerk
Heidi Davis, Building & Administration Secretary
Melanie Payne, Legal Assistant
April Messenger, Office Assistant
Jacob Graichen, City Planner

Others: Tina Curry
Nicole Thill
Robert Salisbury
Mark Comfort
Steve Topaz
Rick Scholl
Sandi Cole
Christina Sullivan
Bill Amos
Stephanie Patterson
Roland Migchielsen

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



Visitor Comments

♦Riki Frappier, Municipal Court Clerk, member of the negotiating team and secretary/treasurer of AFSCME Local 1789. Distributed a memo that she read into the record. A copy is included in the archive meeting packet. They have been attempting to negotiate the contract for six months. Lack of movement has been very frustrating, feeling like the City does not value them. A rollover was initially proposed, which would only open the wages portion of the contract. They proposed a 2.5% increase for the first year and 3% for the second and third years. As people leave, union members have taken on increased job duties with no compensation. During the recession, the union agreed to take no cost of living adjustment (COLA). She does not believe the management wages should be a factor in their COLA. Management makes significantly more and has additional cushion. Thank you for the opportunity to speak.

♦Bill Amos. Liam Frobisher is an 11 year old boy. He was a normal boy, running around on November 16. On November 17, he woke up with a back ache. Within an hour, everything from his belly button to his toes was no longer functional. He is the oldest of four children with a single-income family. Bill is helping to permit their handicap bathroom. With the high

school's assistance, it will be a community effort. Engineering has been donated. He is asking the Council to waive building permit fees.

Mayor Peterson asked about cost. Bill believes the project would value at \$10,000. Building Official Bob Johnston said it will cost about \$500 for permits.

Motion: Upon Conn's motion and Carlson's second, the Council unanimously waived building permit fees.

♦Steve Topaz. The Waterfront Framework Plan will be discussed by Assistant Planner Jenny Dimsho. He thinks the whole thing should be thrown out. The value of the waterfront property is going to zero. He has spoken with people about liners. Over time they leak and have to be repaired. The edge of the river is unsettled soil and will give way. It's going to be toxic waste next to living space.

Annual Report from St. Helens Community Foundation

Bob Salisbury presented a report from St. Helens Community Foundation. He thanked Council and staff for their support. His office is across from Dockside and he has seen a lot of good things happening. The lights in the plaza are beautiful. There were people here constantly in October. We're moving in a positive direction.

13 Nights update:

- Had a great 2016 lineup. The weather hurt them with three or four rainy nights and a couple really hot nights. If people don't come out, they don't make money from the beer garden to cover costs.
- Reduction in sponsorship dollars.
- Looking for a change. Want to talk about different ideas and more collaboration.
- One idea – six nights on Thursday and more on 4th of July and during Spirit of Halloweentown.

Foundation update:

- Strong board. Need to recruit for a couple open positions.
- Provides insurance for non-profit events. It's a great resource for the community. Need to be notified at least 60 days in advance. Suggested advertising in the City newsletter.

Tina Curry has been working with Christina Sullivan and Bob on collaborating events and broadening sponsorship dollars. She would like to utilize the waterfront property more.

Bob talked about Christina's efforts with 13 Nights over the last five years. He does not want to ask her to seek sponsorships during the winter when she works all summer on the event. Council President Morten asked Bob to work directly with the Community Development Director.

Tina has been asked if the waterfront property can be used for parking during the Christmas tree lighting and Christmas ships. After discussion about hazards on the property, the Council decided it can only be used if people are directing drivers.

Request from Gregg Smith for Stormwater Fee Refund

Public Works Engineering Director Nelson reviewed the request. A copy is included in the archive meeting packet.

Gregg Smith was in attendance to talk about the request. He worked hard to upgrade the building and maintain it. He mostly catered to seniors and disabled. The diagram shows the

building and the area around it. Most of the property was used for RV storage by the property owner. It was unfair that he had to pay the stormwater for property he didn't own or use. He is asking to be refunded for what he did not use.

Council President Morten said that this was the first time this has been brought up to Council. He would like to review his situation and amend the Ordinance.

Finance Director Brown said that \$4,700 was sent to collections. It was over \$5,000 by the time he was made aware of it. Staff is unable to authorize the refund. He told Gregg he would need to come to Council. Brown called the collections agency and cancelled the debt.

Mayor Peterson asked if the amount owed would be billed to the property owner? Nelson said that is not in the Ordinance. It would be best to go through the process. Peterson would like staff to do some research.

City Planner Graichen added that the owner has residents in the building without water service.

Mayor Peterson asked if the storm drain fee was discussed when he leased the building. Gregg said no. He was shocked when he got his first bill. There was no adjustment in the rent to pay the owner's portion of the stormwater.

Request from CCMH for the Donation of an Abandoned Office Structure

City Administrator Walsh reviewed the request. A copy is included in the archive meeting packet.

Council directed staff to prepare a resolution declaring it surplus and donating it based on community need.

Municipal Court Proposed Fee Revision – Probation Violation Assessment

Finance Director Brown reviewed the proposed fee revisions. A copy is included in the archive meeting packet. No concerns from Council.

Discuss Resolution for Planning Fee Increases

City Planner Jacob Graichen reviewed the proposed Planning fee increases. A copy is included in the archive meeting packet. No concerns from Council.

Discuss Resolution for Waterfront Framework Plan

Assistant City Planner Jenny Dimsho reviewed the proposed plan. A copy is included in the archive meeting packet. City Administrator Walsh explained that the City is not accepting toxic waste. He is proud of this document.

Dimsho is excited to be able to present this. Ever since she began with the City in 2013, waterfront redevelopment has been a part of her role. The plan memorializes and legitimizes all the public outreach they have done over the past four years in planning for what goes on the waterfront. The entire document can be reviewed on the website. She strongly suggests reading chapter five.

Council President Morten asked about the flexibility with planning, building and land uses; such as height restrictions. Dimsho explained that the framework only lays out a plan. It's the development code that Graichen will review that touches upon that.

Councilor Locke pointed out the public open space on the waterfront. It calls for 100-200 feet

of open space. Discussion about not wanting to reduce open space. It will remain flexible.

Discuss Proposed Development Code Changes

City Planner Graichen reviewed the proposed Development Code changes. A copy is included in the archive meeting packet.

Mayor Peterson agreed that it makes sense to expand the riverfront district and add the sub districts. He agrees with Graichen's proposed changes.

City Administrator Walsh asked Graichen to explain the difference with the architectural design guidelines. Graichen explained that you can either leave it up to the developer or have restrictions to meet similar appearance standards. Council President Morten mentioned the groups that have come and talked about appearances that would match the courthouse. He has gone before the Historic Landmarks Commission and had to meet their requirements, as impractical as some of them were.

Councilor Conn would like to see the guidelines followed. Mayor Peterson suggested that a different group be considered to review the development. The Historic Landmarks Commission is narrow-minded and look at historic buildings. This is new development. Walsh talked about the City being the owner and having the final say in the development and look.

Review Nuisance Abatements

Building Official Bob Johnston reviewed nuisance abatements that he and Code Enforcement Officer Jamin Coy have been working on. A copy is included in the archive meeting packet. He proposes to post these buildings as nuisances. They would have 30 days to clean them up.

Council agreed to move forward with a resolution.

Discuss and Set a Date for the January Council Retreat

City Administrator Walsh reviewed the upcoming retreat. Council President Morten suggested that it be in place of a work session. After discussion, it was the consensus of the Council to schedule it during the first couple weeks of January.

Department Reports

Police Chief Moss reported...

- Donut Day is on Saturday, December 10, 7 a.m. until all the donuts are gone.
- Met with CERT volunteers last week. In 2016, 59 people volunteered a total of 1,923 hours. That did not include the Reindeer Run and Donut Day this month. Those events will put us over 2,000 hours for the year. He thanked them and appreciates what they do.
- Interviewed candidates for the open police officer position on Monday. He will be following up with one candidate. There are still two positions to fill. He thanked Deputy City Recorder Scholl for help with the recruitment process.
- Distributed and reviewed a public safety response to Spirit of Halloweentown 2016. Efforts were primarily based around the pumpkin lighting on October 8. 51 full-time employees worked 313 regular hours and 320 overtime hours; 52 volunteers put in 407 hours for a total of over 1,000 hours on that day. \$14,000 in regular wages were spent and over \$17,000 in overtime. This was a significant expense to public safety partners. No one asked for reimbursement except for ODOT. He extended the City's appreciation.

Public Works Engineering Director Nelson reported...

- The repairs at Sand Island are complete.
- Tonight's agenda includes a contract amendment for the 2MG Reservoir Rehabilitation

project. This will not cause them to go into contingencies.

- The contractor has completed the Godfrey Park storm construction work. They will return in the spring to do native plantings and restoration.

Public Works Operations Director Sheppard reported...

- Public Works accrued about \$19,740 in regular and \$5,423 in overtime wages during Spirit of Halloweentown.
- Crews are ready for tomorrow's snow.

Library Director Jeffries reported...

- Tonight's agenda includes a Library grant agreement.

Finance Director Brown reported...

- The Shoretel phones should go live on December 15.
- Working with auditors next week. Will have a presentation for Council in January or February.
- Moving forward with Wells Fargo for banking services. Will be complete by January or February.
- Reviewed collection RFP's. Western Collections Bureau was the clear one to move forward.
- A letter from Sunset Park Community Church was distributed to Council at the beginning of the meeting. They are requesting a leak adjustment of \$1,900, which is higher than the code allows staff to approve. Council requested staff bring back additional information.
- GFOA awarded the Budgetary Award to the City. That was for Jon Ellis's last budget cycle with the City.

Deputy City Recorder Scholl reported...

- Nothing to report.

City Administrator Walsh reported...

- The Waterfront Redevelopment Framework Plan was a lot of work and included a lot of community involvement. He really appreciates Dimsho's work on it. Her title is Assistant Planner. He proposes to change her title to Associate Planner. No objection from Council.
- When Halloweentown was filmed here, they offered to sell set pieces to us but we did not accept it. The City has been offered set pieces from another movie set. They can look at it and decide what is wanted. It can be stored at the Boise property. Council agreed to move forward.
- Tina's contract ends in January. He is looking for Council's direction on how to move forward. Council agreed to move forward on an RFP. Walsh will bring a draft RFP back to Council.
- The Policies and Procedures Manual was last adopted in 2006. Longevity pay was removed in 2006 because of an additional nonrep pay. That pay was discontinued in 2011. The manual is in the process of being updated and puts the nonrep pay back in. After discussion, Mayor Peterson asked Brown to come back with numbers of what it would be if managers received longevity or if they had the option to sell back their admin leave.
- Christmas Tree lighting is on Saturday.

Council Reports

Councilor Conn reported...

- Santa will arrive at 5:45 p.m. on Saturday.
- Attended the Oregon Leadership Summit on Monday. It was depressing because of how much debt the State is in. She talked about the sessions she attended.
- Thanked Moss for the Spirit of Halloweentown report. She was impressed with the

collaboration. She recognized and demonstrated appreciation to the assisting organizations.

Council President Morten reported...

- Had a mini-retreat with Public Works department heads. They came up with an evaluation process. He reviewed it and distributed copies to Council and staff.

Councilor Carlson reported...

- Elf on the Shelf is done. She received confirmation that it has been distributed electronically to the schools. She visited 25 businesses and did not receive any negative feedback.
- Thank you to Tina and Walsh for their coordination of the Spirit of Halloweentown events. She appreciates everyone who contributed.

Councilor Locke reported...

- Asked staff to make sure there is an article in the newspaper about the finance award. Brown will work with Communications Officer Farnsworth on a press release.
- He has organized a Christmas Ship dinner for the captains in the Council Chambers on Saturday. Council and staff are welcome to come and help.

Mayor Peterson reported...

- Nothing to report.

Executive Session

ORS 192.660(2)(d) Labor Negotiations

ORS 192.660(2)(e) Real Property Transactions

Motion: At 3:52 p.m., upon Conn's motion and Locke's second, the Council unanimously voted to move into executive session under ORS 192.660(2)(d) Labor Negotiations and (e) Real Property Transactions.

Motion: At 4:26 p.m., upon completion of the executive session, Morten moved to go back into work session, seconded by Conn, and unanimously approved.

Other Business

Public Hearing at 6:45 p.m. tonight.



There being no further business, the meeting was adjourned at 4:27 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Lisa Scholl, Deputy City Recorder

Randy Peterson, Mayor

City of St. Helens

CITY COUNCIL

Public Hearing Minutes

December 7, 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
Bob Johnston, Building Official

Others: Randy May

Public Hearing

Building Permit Fees Increase

At 6:45 p.m., Mayor Randy Peterson opened the public hearing.

Building Official Bob Johnston reviewed the proposed Building Permit fees.

Ex-Parte Contact/Conflict of Interest – None.

Testimony

♦ Randy May. He would like to review a copy of the proposed increase. He understands that fees increase.

Johnston explained that the proposal increases the fees by approximately 5% to be in line with the County and adjacent cities.

Close Public Hearing and Record – 6:47 p.m.

Deliberations will be held during the regular session following this hearing.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Lisa Scholl, Deputy City Recorder

Randy Peterson, Mayor

City of St. Helens

CITY COUNCIL

Regular Session Minutes

December 7, 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

Others: Steve Topaz
Rick Scholl
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

♦Steve Topaz. He is opposed to the proposed waterfront development. He reviewed photos with the Council outlining the problems he foresees. A copy of the photos are included in the archive meeting packet. Photos included:

- The waterfront in the late 1920's. There was no fill and deep-water frontage for the entire lane.
- Paper mill in 1928. The Frogmore Slough between the dike and cliff is pretty extensive. The railroad is on pilings because the earth embankment between the river and slough is deemed by engineers as not stable enough to hold the weight. Waste was being dumped directly into the slough.
- The Frogmore Slough in 1949, near where the sewer plant is now. It was filled in by the Army Corps of Engineers in the late 1950's-60's. The sewer plant was built in 1960's. Up until that point, St. Helens was dumping sewer directly into the river.
- We have a history of being a dumping ground. A battery reclamation plant became a super-fund site. It was an approach to make money for St. Helens.
- Tire burning. In 2007, there was a proposal for a tire reclamation plant. There was a public outcry and eventually the plant was moved to Boardman. As of today, they have been unable to produce oil from the reclamation. They have only gotten carbon black and have been unable to scrap tires.
- A photo of what could happen when things go wrong. It's a toxic waste dump when it floods and barriers break loose.

He suggests that if the Council passes the plan as proposed, citizens form a recall for the entire

Council. They did not follow their desires for public space.

Proclamation – City Election Results

Mayor Peterson read the following proclamation into the record:

WHEREAS, at a General Election held in the State of Oregon on November 8, 2016 in the City of St. Helens, Oregon, the candidates for office of City Mayor and Council Position Nos. 2 and 4 were submitted to the voters, and

WHEREAS, the City Council of the City of St. Helens has received the results of said elections and has found as follows:

MAYOR	TOTAL VOTES CAST
Rick Scholl	2,661
Randy Peterson	2,543
COUNCIL POSITION NO. 2	TOTAL VOTES CAST
Keith Locke	2,562
Stephen R Topaz	2,214
COUNCIL POSITION NO. 4	TOTAL VOTES CAST
Ginny Carlson	2,691
Garrett Lines	1,836

NOW, THEREFORE, I, Randy Peterson, Mayor of the City of St. Helens, do hereby proclaim at the General Election held November 8, 2016, the following:

1. Rick Scholl was elected to the position of Mayor.
2. Keith Locke was re-elected to the position of Council Position No. 2.
3. Ginny Carlson was re-elected to the position of Council Position No. 4.

Deliberations

Building Department Fee Changes

Council President Morten believes the proposal stays in line with adjacent communities. It would be appropriate to adopt them. Councilor Conn agreed.

Council directed staff to return with a resolution for approval.

Resolutions

A. **Resolution No. 1764:** A Resolution of the Common Council of the City of St. Helens to Set Planning Department Fees

Mayor Peterson read Resolution No. 1764 by title. **Motion:** Upon Locke's motion and Morten's second, the Council unanimously adopted Resolution No. 1764. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

B. **Resolution No. 1765:** A Resolution of the Common Council of the City of St. Helens to Adopt the Waterfront Framework Plan

Mayor Peterson read Resolution No. 1765 by title. **Motion:** Upon Conn's motion and Morten's second, the Council unanimously adopted Resolution No. 1765. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

C. **Resolution No. 1766:** A Resolution to Establish Municipal Court Administration Fees Pursuant to Chapter 3.32 of the St. Helens Municipal Code and Superseding Res. No. 1757

Mayor Peterson read Resolution No. 1766 by title. **Motion:** Upon Locke's motion and Carlson's second, the Council unanimously adopted Resolution No. 1766. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

D. **Resolution No. 1767:** A Resolution of the City of St. Helens, Declaring a Triple-Wide Manufactured Office Structure Surplus and Donating it to Columbia Community Mental Health

Mayor Peterson read Resolution No. 1767 by title. **Motion:** Upon Conn's motion and Morten's second, the Council unanimously adopted Resolution No. 1767. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

Accept Abstract of Votes from November 8, 2016 General Election

Motion: Upon Conn's motion and Morten's second, the Council unanimously accepted the abstract of votes from the November 8, 2016 General Election.

Approve and/or Authorize for Signature

- A. Grant Agreement with Ford Family Foundation for Library Strategic Planning
- B. Property Disposition Agreement with Shaniko Law Enforcement Supply for the Sale and Disposition of Personal Property
- C. Amendment No. 1 with Western Partitions, Inc. for the ZMG Reservoir Rehab Project as Amended
- D. Contract Payments

Chief Moss explained that the agreement with Shaniko Law Enforcement Supply will help the City bring in revenue from the sale of surplus property.

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

Appointments to City Boards/Commissions

Budget Committee (3-year terms)

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

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

Next Meeting: TBD

Recommendation: Reappoint Garrett Lines to the Committee.

Motion: Upon Morten's motion and Locke's second, the Council unanimously re-appointed Garret Lines to the Budget Committee.

Consent Agenda for Acceptance

- A. Accounts Payable Bill List

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

Consent Agenda for Approval

A. Accounts Payable Bill List

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

- Thanked Mayor Peterson for his service and being patient as she learned her position.

Councilor Locke reported...

- Christmas Ships are coming Saturday. The City will be feeding the captains and their first mate's dinner here at 4 p.m. The parade begins at 6 p.m.

Department Reports

Police Chief Moss reported...

- Police Department Donut Day is Saturday morning.

Public Works Engineering Director Nelson reported...

- Nothing to report.

Public Works Operations Director Sheppard reported...

- Found out that Sunset Park Community Church has a radio read meter. He will get a report to Brown that shows water usage.

Library Director Jeffries reported...

- Nothing to report.

Finance Director Brown reported...

- He received an email from the finance director at the County. All the cities in Columbia County have passed a marijuana tax. The County is offering to administer and collect the fee. He will get more information and bring it back to Council.

Deputy City Recorder Scholl reported...

- Nothing to report.

City Administrator Walsh reported...

- The Christmas Tree lighting includes a piano player and bonfire under the Wauna Credit Union tent.

Adjourn - There being no further business, the meeting adjourned at 7:16 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

Work Session Minutes

December 21, 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
Kathy Payne, City Recorder
Terry Moss, Police Chief
Sue Nelson, Public Works Engineering Director
Tina Curry, Event Coordinator

Others: Agnes Petersen
Nicole Thill Patrick Birkle
Jana Brecht Rick Scholl
Aaron Hiller

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

Visitor Comments

♦Agnes Petersen. She represents Viva Mullins. Viva broke her hip eight months ago and is very ill. As a result, her family has been helping and living in a facility next to her house. Viva was recently charged with a citation for not having permission to be there. Viva's daughter called Agnes and she told her to get ahold of City Planner Jacob Graichen. After finding out it is not allowed, Agnes is here to tell Council that the City needs an ordinance to allow family the ability to live in a temporary RV and care for the elderly, rather than sending them to care facilities.

Council President Morten asked if Agnes would be willing to draft a proposal and submit it to Council. Agnes agreed to.

♦Jana Brecht, daughter of Viva Mullins. She is staying in the RV so her mom can stay in her home. She is completely out of the right-of-way and on private property. She uses a hose to fill her tank with water and connects to sewer onsite. It's mainly a place to unwind and sleep.

Council President Morten asked if the only part of the citation was living in the RV or did the property need to be cleaned up as well. Jana responded that the property needed to be cleaned up and she has taken care of that. However, the citation was specifically for living in the RV.

♦Patrick Birkle, Budget Committee member. Thanked Mayor Peterson for his years of service. A couple of things with the City budget should be addressed.

- 1) The Budget Committee asked the Council and staff to begin looking at additional means of revenue. What action has been taken on that?
- 2) Since a new mayor is coming on board and we are going to be hit with PERS increases, etc.,

he suggested convening the Budget Committee earlier than normal.

Discussion Regarding Gregg Smith (Thrifter's Marketplace)

Finance Director Brown reviewed the memo in the packet. He and Public Works Engineering Director Nelson recommend not issuing a refund. They feel that it is more of a landlord disagreement and would set a precedent.

Mayor Peterson agrees with it being a landlord and tenant situation. He recommends the ordinance language change so the property owner is responsible for the stormwater fees. That can then be worked out between the landlord and tenant. Council concurred.

Discuss Request from Sunset Park Community Church for Utility Billing Adjustment

Finance Director Brown reviewed the memo in the packet. He recommends not approving adjusting anything over \$1,000. He does not view a running toilet as a leak.

♦Aaron Hiller, pastor of Sunset Park Community. The report seems reasonable. He is requesting consideration of the sewer bill, since it was just clear toilet water running and not sewage.

Council President Morten asked what their normal bill is for a two-month cycle. Brown said their average bill is \$700-800. They continued to pay the bill as it increased, as shown in the memo.

It was the consensus of the Council to follow staff recommendation. Staff was directed to review the next radio meter report to verify the issue has been resolved.

Follow-up Regarding Status of IT Services

Finance Director Brown reported that the IT Committee met on Monday morning. After receiving RFP's, staff chose to go with Centerlogic and give them until the end of December to fix some things before signing a contract. All of those issues have been resolved, except one, which is the upgrades needing to be done to this room. Centerlogic had Azimuth give a quote for AV system upgrades. They came back with a quote of \$90,000. They are reviewing the quote to see what can be altered. He is asking Council for their input. Do we want to continue broadcasting live on Comcast or change to a live stream on the website?

Discussion ensued about live broadcasting. By switching from Comcast to live stream on our website, meetings will be available to more of the public. Broadcasting live on Comcast includes more hardware that is expensive to maintain and replace. If they choose to broadcast live on the website, those videos can still be uploaded to rebroadcast on Comcast. Staff is looking into software that can bookmark video clips to agenda items.

The Council was in consensus to go forward with a one year contract with Centerlogic.

Update on the New Phone System

Finance Director Brown reported that the phones switched over to the new Shoretel system last Thursday night.

Department Reports

Event Coordinator Tina Curry reported...

- Thanked Mayor Peterson for his service and support.
- Spirit of Halloweentown
 - Reviewing activities that will increase business for retail locations around town.

- Met with SHEDCO.
- Came up with an idea to have a museum of peculiarities and oddities. She suggested the museum be located at the Chamber building. A shuttle would pick people up from downtown and take them to the Chamber building. The shuttle pickup would be located further down Columbia Blvd. to give people the opportunity to shop businesses. She thinks it would be fun to get businesses involved by having them bring peculiarities and oddities to the Chamber. There could be a contest for the best item.
- Working with 13 Nights on the River to combine resources and sponsorships by changing when concerts are held. For instance; several concerts over a long 4th of July weekend, a couple concerts during October, etc.
- Christmas celebration went really well.

Police Chief Moss reported...

- They are in the background check phase for the successful police officer interviewee. They will be interviewing again on January 9 and City Recorder Payne will post another recruitment opening after that.
- Yesterday, they conducted interviews to fill the position of Sergeant. The top candidate has been identified. Moss is going to meet with him this afternoon and offer the position.
- Stacey Spencer was hired a couple months ago as the CIT Coordinator. A big part of her job is data collection of crisis calls in the County. In October, County-wide, they had 49 people involved in a mental health crisis. In November, they had 94. They will see even more than that in December. 55-60% of those calls are happening right here in St. Helens.

Public Works Engineering Director Nelson reported...

- Nothing to report.

Finance Director Brown reported...

- The auditor's contract is expiring. He requested it be extended one more year. There were no objections from Council. He will bring back a contract in January for Council to review and approve.

City Recorder Payne reported...

- Thanked everyone for their support while she was out on medical leave. Deputy City Recorder Scholl did a great job keeping the office running.

City Administrator Walsh reported...

- He is happy to have Payne back. Thank you to Scholl for filling in.
- The Christmas Tree Lighting ceremony wouldn't happen without staff involvement. Public Works did a lot to get the tree up, hang the lights, prepare the fire barrels, etc.
- Typically, this time of year things slow down. But that doesn't seem to be happening this year.
- The adoption of the Framework Plan inspired a milestone for moving forward with the waterfront. RFP's and RFQ's will be coming up soon.
- An event activities proposal is being drafted.
- Submitted another EPA community wide assessment grant yesterday. This is targeted to specific properties.
- Working on the long term lease agreement for Civic Pride Park.
- Working on a yearend projects report.

Council Reports

Mayor Peterson reported...

- Nothing to report.

Councilor Conn reported...

- The Christmas tree lighting went really well. Thanked everyone who contributed to its success.
- Went to a Habitat for Humanity event where they gave keys to a new home for a family.

Council President Morten reported...

- Acknowledged Mayor Peterson's time in office. His service and fairness has been appreciated so much. He told Rick Scholl, sitting in the audience, that he'll have big shoes to fill and is confident he'll do a good job.
- The Parks Commission is anxiously waiting to see the Civic Pride Park lease to be able to make a recommendation to the Council.
- Feedback from the Parks Commission about the Framework Plan:
 - Strongly recommend expanding Columbia View Park and keeping the name.
 - Recommend keeping ample greenspace on both sides of the river walk.
 - Suggested a trail system that ties in with Nob Hill Nature Park, the courthouse, shopping districts, etc.
 - If we are going to be a recreational minded community, need to develop walks and advertise them.
 - Morten suggested partnering with the Bicycle and Pedestrian Commission.
- It was good to see Budget Committee Member Patrick Birkle here today. He suggested the Parks Commission look for one park that needs improvements.
- The Christmas decorations are outstanding. Public Works did a great job.
- Welcomed Payne back. Big thank you to Scholl for filling in and doing double duty.

Councilor Carlson reported...

- The three call-outs for snow over the last two weeks is a record. She appreciates Public Works and their hard work to make the community safe during the snow.
- Glad to have Payne back.
- The Christmas events went really well.

Councilor Locke reported...

- Would like to educate the community better about the lagoon project. He suggested forming an ad-hoc committee to create educational material. Walsh said they can ask the consultants to move forward on that. Locke and Morten both talked about wanting to offer an opportunity for the community provide input, ask questions and get answers.

Discussion Regarding Agnes Petersen's Request

Mayor Peterson recommends removing the citation Agnes referred to from tonight's agenda and table it until she returns with a code change recommendation. Council President Morten pointed out that he has received complaints about junk in the yard from four different neighbors. Police Chief Moss explained that there may be two parts to the citation; 1) living in a recreational vehicle and 2) junk in the yard. Council requested staff verify what is included in tonight's resolution.

Executive Session

ORS 192.660(2)(d) Labor Negotiations

ORS 192.660(2)(e) Real Property Transactions

Motion: At 2:09 p.m., upon Conn's motion and Morten's second, the Council unanimously voted to move into executive session under ORS 192.660(2)(d) Labor Negotiations and (e) Real Property Transactions.

Motion: At 2:44 p.m., upon completion of the executive session, Morten moved to go back into work session, seconded by Conn, and unanimously approved.

Other Business

City Recorder Payne said that Scholl obtained a copy of the citation that Agnes Petersen was referring to when she spoke from visitor comments. The citation is for a Community Development Code violation for residential use of a recreational vehicle. The resolution that is on the regular session agenda tonight is for nuisance violations which appears to be for junk. The Council said to keep the resolution as is for tonight's meeting.

City Administrator Walsh was encouraged by Council President Morten's comments about the Parks Commission desire to improve connectivity. Walsh also mentioned that staff is working with the Oregon Parks to update war memorials.

Council President Morten was happy to hear that. The Parks Commission has been discussing a long range plan to update veterans plaza in McCormick Park. The VFW is encouraging the expansion to include more recent war veterans.

Mayor Peterson asked what the status of the cannon is. Chief Moss said the trial is in March or April. Once the trial is complete, they can decommission and return it to McCormick Park.

Public Hearings tonight beginning at 6:20 p.m.

There being no further business, the meeting was adjourned at 2:50 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Randy Peterson, Mayor

City of St. Helens

CITY COUNCIL

Public Hearing Minutes

December 21, 2016

Members Present: Randy Peterson, Mayor
Keith Locke, Councilor
Susan Conn, Councilor
Ginny Carlson, Councilor

Members Absent: Doug Morten, Council President

Staff Present: John Walsh, City Administrator
Matt Brown, Finance Director
Kathy Payne, City Recorder
Sue Nelson, Public Works Engineering Director
Carol Green, Accounting Technician

Others: Agnes Petersen Telka Peterson Rick Scholl
Jon Ellis

Public Hearing

Applicant (Owner): Ken and Tamara Beeler

Proposal: Removal of public easement

Location: 500 N. 11th Street

At 6:20 p.m., Mayor Randy Peterson opened the public hearing.

Staff Report

City Planner Jacob Graichen presented his staff report dated December 13, 2016.

Testimony

No testimony received.

Mayor Peterson asked if the storm drain system is built around it and if we no longer need the easement. Graichen responded that the replacement easement has already been recorded. They no longer need the blanket easement.

Close Public Hearing and Record – 6:24 p.m.

A Quitclaim Deed is on the regular session agenda tonight.

Public Hearing

Applicant (Owner): Jeremy & Sherri Thompson

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

Location: 4N1W-4BC-2400, Bradley Street

At 6:30 p.m., Mayor Randy Peterson opened the public hearing.

Ex-Parte Contact/Conflict of Interest – None. No audience member wished to declare a Council member having a potential conflict.

Staff Report

City Planner Jacob Graichen presented his staff report dated December 13, 2016. He reviewed the history of the property's zoning.

Based upon the facts and findings, the Planning Commission unanimously recommended approval.

Testimony in Favor

No testimony received.

Testimony in Opposition

No testimony received.

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

Close Public Hearing and Record – 6:39 p.m.

Deliberations will be held during the regular session following this hearing.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Randy Peterson, Mayor

City of St. Helens

CITY COUNCIL

Regular Session Minutes

December 21, 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
Kathy Payne, City Recorder
Sue Nelson, Public Works Engineering Director
Carol Green, Accounting Technician
Crystal Farnsworth, Communications Officer

Others: Agnes Petersen
Jon Ellis
Gail Kearsley
Jana Brecht
Telka Peterson
Paul Roman
Rich Bailey
Rick Scholl
Durrell Kearsely
Agnes Petersen

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

Pledge of Allegiance – Mayor Peterson

Proclamation – Honoring Mayor Randy Peterson

Council President Morten read the proclamation into the record.

Honoring Mayor Randy Peterson *St. Helens Mayor 2003-2016* *St. Helens City Councilor 1989-2002*

WHEREAS, The City of St. Helens City Council and City staff are committed to recognizing and honoring those individuals who are dedicated to public service; and

WHEREAS, Mayor Peterson is a lifetime community resident and career firefighter with the Columbia River Fire and Rescue District; and

WHEREAS, Mayor Peterson joined the City Council in 1989, serving the position of Mayor for the past 14 years. As a respected community leader, he demonstrates a deep commitment to improving livability in St. Helens; and

WHEREAS, During this longstanding tenure, Mayor Peterson has led the City through challenging times requiring many difficult decisions; and

WHEREAS, Mayor Peterson has led in a calm and respectful manner consistently advocating for the best interests for not just the few, but the entire St. Helens community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENS DOES HEREBY PROCLAIM AS FOLLOWS: That the City Council of the City of St. Helens hereby makes this special proclamation earnestly commending the **Honorable Mayor Randy Peterson** for his commitment, mayoral leadership and achievements in providing the best service to the City of St. Helens and its citizenry.

BE IT FURTHER PROCLAIMED that the City Council of the City of St. Helens and City staff wish to express their appreciation to the **Honorable Mayor Randy Peterson** and wholeheartedly thank him for his dedicated service to our community. This proclamation shall be made a permanent record of the City of St. Helens.

Invitation to Citizens for Public Comment

♦**Agnes Petersen.** After speaking with the Council earlier today, she went to the County to get a copy of their ordinance for temporary uses for hardships. She presented the Council with a copy. She also spoke to City Planner Graichen and asked him to take it to Planning Commission for adoption.

Deliberations

Applicant (Owner): Jeremy & Sherri Thompson

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

Location: 4N1W-4BC-2400, Bradley Street

A public hearing was held earlier this evening.

Motion: Upon Locke's motion and Carlson's second, the Council unanimously voted to approve the zone map amendment from Highway Commercial (HC) to Apartment Residential (AR).

Resolutions

A. **Resolution No. 1768:** A Resolution to Set 2017 City Public Meetings and Holiday Closures Schedule for the City of St. Helens Council, Boards and Commissions

Mayor Peterson read Resolution No. 1768 by title. **Motion:** Upon Locke's motion and Carlson's second, the Council unanimously adopted Resolution No. 1768. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

B. **Resolution No. 1769:** A Resolution to Set Building Department Fees

Mayor Peterson read Resolution No. 1769 by title. **Motion:** Upon Conn's motion and Morten's second, the Council unanimously adopted Resolution No. 1769. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

C. **Resolution No. 1770:** A Resolution Determining that a Nuisance Exists Upon Property as Listed in Exhibit A within the City of St. Helens and Directing that Notice to Abate the Nuisance be Posted on Said Premises

Mayor Peterson read Resolution No. 1770 by title. **Motion:** Upon Morten's motion and Conn's second, the Council unanimously adopted Resolution No. 1770. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

D. **Resolution No. 1771:** A Resolution of the Common Council of the City of St. Helens, Oregon, Adopting Benefit Changes for Full-Time Unrepresented Personnel

Mayor Peterson read Resolution No. 1771 by title. **Motion:** Upon Carlson's motion and Locke's

second, the Council unanimously adopted Resolution No. 1771. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

Approve and/or Authorize for Signature

- A. Quitclaim Deed to Extinguish Easement at 500 N. 11th Street (Beeler)
- B. Agreement with Alta Planning + Design, Inc. for Branding & Wayfinding Master Plan
- C. Agreement with Western Collection Bureau Inc. for Collection Services
- D. Memorandum of Understanding with AFSCME Local 1789 for 2016-2019 Collective Bargaining Agreement
- E. Contract Payments

Motion: Conn moved to approve 'A' through 'E' above. Carlson seconded.

Question. Council President Morten asked for background on 'A' above. Mayor Peterson explained that it is related to the first public hearing that was held tonight. For years there has been a blanket easement on the property. A new easement has been recorded for the actual pipe put in the ground. The quitclaim deed extinguishes the blanket easement.

Vote: All in favor; none opposed; motion carries.

Consent Agenda for Acceptance

- A. Parks Commission Minutes dated October 10, 2016
- B. Planning Commission Minutes dated November 8, 2016
- C. Accounts Payable Bill List

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

Consent Agenda for Approval

- A. Declare Surplus Property – Old Phone System Equipment
- B. Accounts Payable Bill List

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

Council Reports

Mayor Peterson reported...

- This is the last of a lot of meetings for him. He won't miss the meetings but will miss working with staff and Council. The City is in a good place and is poised for the future. Thanked the people of St. Helens for voting for him and allowing him to serve for 28 years. He's seen a lot of change. He's seen five different police chiefs, four different city administrators, five or six library directors, three or four finance directors and more than 20 council members. It has been fun. Staff has been great. Everyone knows their job and does a good job. That makes the Council's job easier.

Councilor Conn reported...

- Thanked Mayor Peterson for his service, guidance and leadership.

Council President Morten reported...

- Can't thank Mayor Peterson enough. He's reliable, thorough, dedicated, etc. We're losing a tremendous amount of wisdom.

Councilor Carlson reported...

- Ditto to the other comments. Mayor Peterson has been a great teacher.

Councilor Locke reported...

- The last 16 years has been a lot of fun and interesting. Mayor Peterson will be missed. Enjoy retirement.

Department Reports

Communications Officer Farnsworth reported...

- Purchased a K-9 officer in August. He and Officer Brent Thompson attended a 10-week academy. They completed the training on December 10 and are officially our new canine team.
- Thanked Mayor Peterson for his service. She has been here for almost 10 years and has never served under a different mayor. It has been a pleasure to communicate for him.

Public Works Engineering Director Nelson reported...

- A little over 16 years ago, Mayor Peterson and a couple other people interviewed her for a job. One of the questions he asked was, "what was your idea of an ideal working situation?" Everyone kind of laughed and made jokes about beaches and sunshine. After working here for a while, she realized this is her ideal working situation. A large part of that is Peterson's leadership and demeanor. He brought the City through some difficult times.

Finance Director Brown reported...

- Nothing to report.

City Recorder Payne reported...

- Ditto what Nelson said. She came at a time that there was a lot of transition going on. Mayor Peterson became the Mayor about a year after she started, so he's really the only one she knows as mayor. Peterson has been so supportive. As a city recorder, she hears stories about other mayors and council. She and Scholl constantly say how thankful they are for our mayor and councilors. We have such a good group who care about the staff and community. She will really miss Peterson.

City Administrator Walsh reported...

- Mayor Peterson is the sixth mayor that he has had the pleasure to work for throughout his career. Peterson has been fantastic to work with. Staff nominated him for the 2016 Mayor's Leadership Award. Walsh read the nomination into the record.

Other Business

Agnes Petersen said she did not get an opportunity to comment about her client's citation. Mayor Peterson said the resolution is only for the junk, it does not include living in an RV. Resolutions are not open for public comments. Agnes voiced her objection.

Adjourn - There being no further business, the meeting adjourned at 7:30 p.m.



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Randy Peterson, Mayor



City of St. Helens

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

Exclusive Use Permit

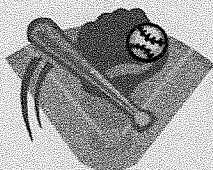
Group/Organization Name St. Helens Girls Softball/SHHS JV Softball Phone 503-369-6888 Jeff
Authorized Agent Name Jeff Kroll/Tricia Stockwell Phone 503-438-4106 Tricia
Address PO Box 160 City, State, Zip St. Helens, OR 97051
Mailing Address (if different) _____

Park/Field Campbell Park Fields 1 & 2

Activity Description Softball Practice & Games

Term (Dates) March 27, 2017 to July 15, 2017

Days/Hours of Use: Monday 8am - 10pm
Tuesday 8am - 10pm
Wednesday 8am - 10pm
Thursday 8am - 10pm
Friday 8am - 10pm
Saturday 8am - 10pm
Sunday _____



AUTHORIZATION

Proof of Insurance Received ☒ Yes ☐ No
Commercial Use ☐ Authorized ☒ Not ☒ Concessions Authorized
Parks Commission ☒ Approved 2-13-17 ☐ Denied _____
City Council ☐ Approved _____ ☐ Denied _____
Meeting Date Meeting Date

Notes Will pay for light usage at end of season
Amplified sound opening day, end of season and possibly at a
couple of other functions.



Approved Neal Sheppard, Public Works Supervisor 2-14-17
Date Signed

This permit may be revoked at any time, upon notice to applicant, its agent, or employees, for noncompliance with the Agreements & Conditions (attached) and Rules & Regulations (attached) of this permit or for the preservation of the public peace, health, safety, or general welfare.

Fee Schedule

Fee Type	Check All That Apply	Amount Due
Athletic Fields (not more than 2 weeks)	<input checked="" type="checkbox"/> \$10.00 per day x <u>2</u> fields x <u>96</u> days	\$1920.00
Use of Field Lights (Add'l)	<input type="checkbox"/> \$10.00 per day x _____ fields x _____ days	
TOTAL AMOUNT DUE:		\$1920.00

Amount Paid \$ 1920.00 Date Paid 1/3/17 Receipt No. 102519 Initials SLI



Athletic Fields

Please complete this application for periods of exclusive use over two weeks.



SECTION 1 Applicant Information

Group/Organization Name St. Helens Girls Softball Association / SHHS JV Teams Phone 503-369-6888 - Jeff
 Authorized Agent Name Jeff Kroll & Tricia Stockwell Phone 503-438-4106 - Tricia
 Address P.O. Box 160 City, State, Zip St. Helens, OR 97051
 Mailing Address (if different) _____

SECTION 2 Permit Information

Park/Field Campbell Park Softball Fields 1 & 2
 Activity Description (i.e. softball, soccer, etc.) Softball
 Dates March 27, 2017 to July 15, 2017
 Days/Hours of Use:
 Monday 8AM - 10PM
 Tuesday 8AM - 10PM
 Wednesday 8AM - 10PM
 Thursday 8AM - 10PM
 Friday 8AM - 10PM
 Saturday 8AM - 10PM
 Sunday _____

Do you intend to sell any merchandise or service? ☐ No ☒ Yes
 If "yes", describe Concessions & Softball league related merchandise

FOR OFFICE USE

Application date 1-3-17
☒ Insurance
☒ Summary Report
☒ Fee paid
 Receipt # _____
☒ Calendar
☒ Parks → ☐ Council
Approval dates
☒ Parks 2-13-17
☐ Council _____
☐ Permit issued _____

Will you require use of the concessions stand? ☐ No ☒ Yes

Other Comments/Information We will have amplified sound for opening day, end of season days and possibly at a couple other functions.

DECLARATION

By signing this application, you declare that you have read and agree to the attached "Agreements and Conditions" and "Rules and Regulations" for use of City-owned properties including public right-of-ways.

Jeff Kroll, President
 Signature of Authorized Agent

01/01/2017
 Date signed

FEE SCHEDULE

ATHLETIC FIELDS = \$10 PER FIELD, PER DAY

USE OF FIELD LIGHTS, additional = \$10 PER FIELD, PER DAY

Athletic Fields	<input checked="" type="checkbox"/> \$10.00 per day X <u>20</u> fields X <u>96</u> days =	\$ <u>1920.00</u>
Use of field lights (add'l fee)	<input type="checkbox"/> \$10.00 per day X _____ fields X _____ days =	\$ _____
TOTAL AMOUNT DUE		\$ _____

City of St. Helens

Annual Summary Report

Exclusive Use Permit Financial Activities for 2016

Year

Organization name St. Helens Girls Softball Association

Authorized agent Tricia Stockwell

Contact # 503-438-4106

Fields/Facilities used Campbell Park Softball Fields 1 & 2

Dates of usage March 28, 2016 to June 28, 2016

Concession Stand gross sales	\$ 8582.68
Concession Stand expenditures	6051.98
Concession Stand net receipts	2530.70
Permit Holder park improvement expenditures*	612.66
Permit Holder maintenance activities expenditures**	1153.16
Permit Holder use fees (City)	1640.00
Permit Holder lighting fees	0.00
Other	

*Permit Holder park improvements (please describe): Fixed concession stand counter surfaces, painted interior of concessions stand, paid for part of the expenses for Peak Electric to add outlets and inspect and fix existing outlets and lights.

**Permit Holder maintenance activities expenditures (please describe): Tractor & mower fuel, up keep on equipment, chalk, weed killer. Field maintenance: Cut and bagged grass on both fields weekly to improve the appearance and safety, drug and groomed fields weekly. Sprayed weeds, leaf removal.

<u>TOTAL EXPENDITURES</u>	\$ <u>9457.80</u>
<u>TOTAL INCOME</u>	\$ <u>8582.68</u>
<u>TOTAL AMOUNT FORWARD TO NEXT SEASON</u>	\$ <u>-875.12</u>

Please return this form to the City of St. Helens with your application for an Exclusive Use Permit.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BOLLINGER, Inc. 150 JFK PARKWAY, 4TH FLOOR PO Box 390 SHORT HILLS, NJ 07078 PHONE: 1-800-446-5311 FAX: 973-921-2878	CONTACT NAME:	
	PHONE (A/C, No. Ext): 800-446-5311	FAX (A/C, No.): 973-921-2878
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Market Insurance Company	NAIC # 36970
INSURED Amateur Softball Association and Members of Oregon ASA Indiv Reg Program Mike Wells 7412 SW Beaverton-Hillsdale Hwy Suite 112 Portland, OR 97225	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

POLICY CHANGE NUMBER: IRO201752051

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		3602AH230069 *Non-participants only	1/1/2017	1/1/2018	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Att one person)				\$10,000*	
	<input checked="" type="checkbox"/> Participants Liab		PERSONAL & ADV INJURY				\$2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:				Sexual Abuse & Molestation Liab per occurrence: \$2,000,000 Sexual Abuse & Molestation Aggregate limit: \$2,000,000			GENERAL AGGREGATE	\$5,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUS- TORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						EL EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						EL DISEASE - EA EMPLOYEE	\$
							EL DISEASE - POLICY LIMIT	\$
	OTHER							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COVERAGE UNDER THIS POLICY SHALL APPLY TO LIABILITY OF THE INSURED ARISING OUT OF THE ADMINISTRATION, PLAY OR PRACTICE OF AMATEUR SOFTBALL/BASEBALL, BUT ONLY FOR INCIDENTS INVOLVING BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. THIS CERTIFICATE IS ISSUED ON BEHALF OF: St. Helen's Girls Softball Association

CERTIFICATE HOLDER**CANCELLATION**

City of St. Helen's

Risk Management

PO Box 278
265 Strand Street
St. Helen's, Oregon 97051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF COVERAGE

DATE
1/18/2017

AGENT
Brown & Brown Northwest
2701 NW Vaughn St, Ste. 340
Portland, OR 97210

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.

www.bbnw.com

COMPANIES AFFORDING COVERAGE

NAMED PARTICIPANT
Columbia County School District #502
dba St. Helens School District #502
474 North Sixteenth Street
Saint Helens OR 97051-1340

COMPANY A: Property and Casualty Coverage for Education
COMPANY B: Genesis Insurance Company
COMPANY C:
COMPANY D:
COMPANY E:

COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED PARTICIPANT HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS WHICH ARE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, SUITS OR ACTIONS. THE TITLES REFERENCED UNDER TYPE OF COVERAGE ARE INSERTED SOLELY FOR CONVENIENCE OF REFERENCE AND SHALL NOT BE DEEMED IN ANY WAY TO LIMIT OR EFFECT THE PROVISIONS TO WHICH THEY RELATE.

CO LTR	TYPE OF INSURANCE	COVERAGE DOCUMENT NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	31P60025-59	7/1/2016	7/1/2017	GENERAL AGGREGATE	\$ 20,000,000
	✓ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	\$ 10,000,000
	✓ PUBLIC OFFICIALS LIABILITY					
	✓ EMPLOYMENT PRACTICES					
B	✓ OCCURRENCE					
A	AUTOMOBILE LIABILITY	31P60025-59	7/1/2016	7/1/2017	GENERAL AGGREGATE	\$ 20,000,000
	✓ SCHEDULED AUTOS				EACH OCCURRENCE	\$ 10,000,000
	✓ HIRED AUTOS					
	✓ NON-OWNED AUTOS					
A	AUTO PHYSICAL DAMAGE	31P60025-59	7/1/2016	7/1/2017	SCHEDULED AUTOS	PER SCHEDULE
	✓ SCHEDULED AUTOS				HIRED AND NON-OWNED AUTOS	\$ 50,000
	✓ HIRED AUTOS					
	✓ NON-OWNED AUTOS					
	EXCESS LIABILITY				GENERAL AGGREGATE	\$
	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	\$
	PUBLIC OFFICIALS LIABILITY					
	EMPLOYMENT PRACTICES					
	AUTO LIABILITY					
	PROPERTY					

DESCRIPTION

RE: Campbell Park usage - 2/27/2017 - 6/3/2017

PACE General Liability Coverage Document applies. Refer to attached.
Subject to policy terms, conditions and exclusions.

CERTIFICATE TYPE

☐

EVIDENCE OF INSURANCE CERTIFICATE

☒

ADDITIONAL PARTICIPANT CERTIFICATE

CERTIFICATE HOLDER

CANCELLATION

City of Saint Helens
PO Box 278
St. Helens OR 97051

SHOULD ANY OF THE COVERAGE DOCUMENTS HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PACE WILL ENDEAVOR TO MAIL WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ron Cutter



Accounts Payable

To Be Paid Proof List

User: jenniferj
Printed: 02/15/2017 - 2:55PM
Batch: 00007.02.2017 - AP 2/17/17 FY 16-17 OVER 10K

87



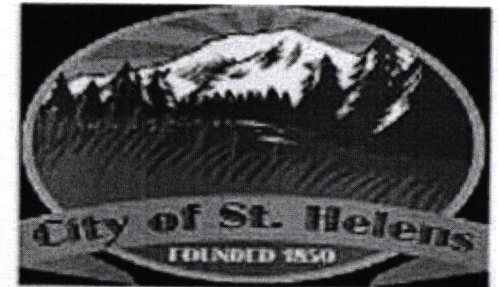
Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
OREGON DEQ, BUSINESS OFFICE									
022011									
02142017	2/14/2017	50,000.00	0.00	02/17/2017				False	0
018-018-563000 Principle Expense					LOAN R6801 PRINCIPAL CWSRF				
02142017	2/14/2017	1,836.00	0.00	02/17/2017				False	0
018-018-569000 Interest Expense					LOAN R80162 INTEREST PAYMENT CWSRF				
02142017	2/14/2017	58,035.00	0.00	02/17/2017				False	0
018-018-563000 Principle Expense					LOAN R80162 PRINCIPAL PAYMENT CWSRF				
02142017	2/14/2017	376,280.00	0.00	02/17/2017				False	0
018-018-569000 Interest Expense					LOAN R80163 INTEREST PAYMENT CWSRF LOAN PA				
02142017 Total:		486,151.00							
OREGON DEQ, BUSINES		486,151.00							
Report Total:		486,151.00							



Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 02/23/2017 - 8:29AM
 Batch: 00009.02.2017 - AP 2/23/17 FY 16-17 OVER 10K



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
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Boise White Paper, LLC									
003720									
02152017	2/15/2017	12,500.00	0.00	02/23/2017				False	0
004-410-563000	Principal expense					MARCH 2017 NOTE PAYMENT			
		<hr/>							
	02152017 Total:	12,500.00							
		<hr/>							
	Boise White Paper, LLC To	12,500.00							
MAUL FOSTER ALONGI, INC.									
019555									
27599	2/9/2017	12,280.50	0.00	02/23/2017				False	0
004-400-554110	Area Wide Planning					WWTP LAGOON ON CALL SERVICES			
		<hr/>							
	27599 Total:	12,280.50							
		<hr/>							
	MAUL FOSTER ALONGI	12,280.50							
		<hr/>							
		<hr/>							
	Report Total:	24,780.50							
		<hr/>							
		<hr/>							

