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City of St. Helens COUNCIL AGENDA

Wednesday, October 7, 2015

City Council Chambers, 265 Strand Street, St. Helens

City Council Members

Mayor Randy Peterson
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. **6:45PM – PUBLIC HEARING: Local Contract Review Board – Approve Class Special Procurement**
2. **7:00PM - CALL REGULAR SESSION TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **PROCLAMATION – Reflector Awareness Month – October 2015**
5. **INVITATION TO CITIZENS FOR PUBLIC COMMENT – *Limited to five (5) minutes per speaker.***
6. **DELIBERATIONS: Local Contract Review Board – Approve Class Special Procurement**
7. **ORDINANCES – Final Reading**
 - A. **Ordinance No. 3196:** An Ordinance Amending the St. Helens Municipal Code Chapter 5.04 and Chapter 5.30 to Allow Business Licenses for Marijuana Related Businesses and Require Marijuana Business Licenses
8. **ORDINANCES – First Reading**
 - A. **Ordinance No. 3197:** An Ordinance Amending the St. Helens Municipal Code Chapters 17.32 and 17.80
 - B. **Ordinance No. 3198:** An Ordinance Granting to Astound Broadband, LLC, A Washington Limited Liability Company and Wholly-Owned Subsidiary of Wave Division Holdings, LLC, a Non-Exclusive Franchise and Right to Construct, Operate, and Maintain a Data Communications Service Facility and Provide Telecommunication Services in the City of St. Helens, Oregon
9. **RESOLUTIONS**
 - A. **Resolution No. 1718:** A Resolution Establishing Drop Box Rates and Superseding Resolution No. 1635
 - B. **Resolution No. 1719:** A Resolution Approving a County Order to Form a Transportation District with a Permanent Tax Rate
 - C. **Resolution No. 1720:** A Resolution of the City of St. Helens to Authorize the City of St. Helens to Accept a Quitclaim Deed for Certain Real Property
10. **AWARD PURCHASE OF BACKHOE TO PAPE MACHINERY INC.**
11. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
 - A. Amended State Waterway Lease 42848-ML – Wyeth Street ROW
 - B. Amended State Waterway Lease 42849-ML – Willamette Street ROW
 - C. Intergovernmental Agreement with Port of Portland for Moorage at City Docks
 - D. Conveyance of Real Property from Board of County Commissioners of Columbia County, acting as Trustees of Columbia Health District

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

- E. Amendment No. 1 to 2008-2013 Fund Exchange Agreement with State of Oregon for Various City Streets Improvement Projects
- F. Contract Payments
- 12. **CONSENT AGENDA FOR ACCEPTANCE**
 - A. Library Board Minutes dated August 18, 2015
- 13. **CONSENT AGENDA FOR APPROVAL**
 - A. Street Closure for SHEDCO Walking Dead Tour – Close Milton Way from Columbia Blvd. to St. Helens Street – October 23, 24 and 30, 2015
 - B. Street Closure for Monster Dash Fundraiser – Close Cowlitz from Strand to First and Close First from Cowlitz to St. Helens – October 10, 2015
 - C. Council Work Session and Regular Session Minutes dated September 2, 2015
 - D. Council Work Session, Public Hearing and Regular Session Minutes dated September 16, 2015
 - E. Local Contract Review Board Order Approving Class Special Procurement
 - F. Accounts Payable Bill List
- 14. **MAYOR PETERSON REPORTS**
- 15. **COUNCIL MEMBER REPORTS**
- 16. **DEPARTMENT REPORTS**
- 17. **ADJOURN**

City of St. Helens
LOCAL CONTRACT REVIEW BOARD ORDER NO. 225

AN ORDER APPROVING A CLASS SPECIAL PROCUREMENT FOR
CONTRACTS NECESSARY TO FACILITATE THE
BOISE PROPERTY PROJECT

WHEREAS, ORS 279B.085 allows a local contract review board to approve of a class special procurement; and

WHEREAS, the St. Helens City staff has submitted a written request to this Board that describes a class of contracts, a contracting procedure and justification of the use of a special procurement process as it relates to contracts for the Boise Property Project (Property defined as the contiguous properties consisting of Boise Veneer, Boise White Paper, and the City's Secondary Wastewater Treatment Lagoon); and

WHEREAS, after holding a public hearing on the issue, this Board finds that using the procedure outlined in the written request is not likely to encourage favoritism in the awarding of public contracts nor will it substantially diminish competition for public contracts; and

WHEREAS, this Board also finds that using the procedure outlined in the request is reasonably expected to result in substantial cost savings to the city and therefore to the public and that using such a competitive procedure promotes the public interest in a manner that could not practicably be realized by complying with the other public contracting rules and procedures.

NOW, THEREFORE, THE LOCAL PUBLIC CONTRACT BOARD FOR THE CITY OF ST. HELENS ORDERS:

Section 1. The request for a special procurement for the class of contracts necessary to perform the Boise Property Project is approved. The procurement method shall be as outlined in the staff request for the special procurement, a copy of which is attached hereto, labeled Attachment A and hereby incorporated by reference; and

Section 2. The Board adopts as its findings to support this approval of a special procurement the rationale set forth in Attachment A.;

Section 3. Notice of this approval shall be provided by publication in at least one newspaper of general circulation in the city of St. Helens area.

Approved and adopted by the Local Contract Review Board on October 7, 2015, by the following vote:

Ayes:

Nays:

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder



Memorandum

To: St. Helens Local Contract Review Board

From: Jon Ellis, Finance Director

Through: John Walsh, City Administrator

Subject: Request for class special procurement status for contracts for the Boise Property Project

Date: October 1, 2015

The acquisition and development of the Boise Property (BP) project is on the move! However, the efforts to fulfill this outstanding opportunity for the City of St. Helens and the public involve myriad tasks which had not been contemplated in this detail in the recent past. Examples of this are the consultant contracts with such firms as Maul, Foster & Alongi, the Brownfields reparation tasks necessary to rehabilitate this property to meet its full potential, the ecological and environmental contracts with such firms as ECO Northwest, and mitigation assessment on the City's Secondary Wastewater Treatment lagoon, just to name a few. Contracts such as these are almost impossible to fit into the usual public contracting model as the model requires that the City have some sort of estimate to know which contracting process the city should follow to select a contractor, such as direct appointment, competitive quotations or a full blown RFQ for goods and/or services.

The default method under the public contracting laws is the full blown bidding process of Request for Proposals (RFP's). That would mean, however, that before any of the BP contracts could be let, the city would have to prepare the documents, including a detailed scope of work, publicize the procurement for at least one month, and compare and contrast the results, sometimes like comparing apples to oranges, to determine which bidder is the most responsible and responsive for that contract. The contract may then need to be negotiated but would certainly have to be set for the next Council meeting to award the contract. By that time, 2-3 months have elapsed since the need for the contract was discovered.

However, state law and the local contracting rules provide a method by which the city can comply with public contracting laws without have to spend the time and money required to engage in competitive bidding for each and every contract. This mechanism is the Class Special Procurement, see ORS 279B.085, OAR 137-047-0285 and SHMC 2.04.011. Therefore, staff submits this request of this Board to authorize a class special procurement for all contracts needed to complete the BP project. Details are as follows:

The class of contracts would be all those contracts necessary to complete the BP project. The applicable procedure to enter into a contract for the BP project would be any manner which the City Administrator or his designee, deems appropriate to the city's needs, including by direct appointment or purchase, or by obtaining at least three competitive

Attachment A

quotations for the goods and/or services. The City Administrator, or designee, shall make a record of the method of selecting the best contractor. The City Administrator, or his designee, shall also be authorized to award all BP projects for which the contract price does not exceed \$110,000. Contracts for which the contract price exceeds \$110,000 shall be awarded by City Council.

If this class special procurement exemption is approved, the expense and delay inherent in following the usual competitive procurement processes contained the local public contracting rules procedures would be avoided, saving the city time and money without violating public procurement laws.

In order for this Board to approve a class special procurement, the Board must first review this written request for such special procurement, hold a hearing and make certain findings. Specifically, the Board must find that:

1. the class special procurement is unlikely to encourage favoritism in the award of public contracts or to substantially diminish competition for public contracts, and
2. the class special procurement is
 - a. reasonably expected to result in substantial cost savings to the contracting agency or to the public; or
 - b. would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted thereunder.

Staff proposes that only the contracts necessary to effectuate the BP project be included in this class special procurement. The contracts needed for this project are fairly unique and require specialized expertise and coordination with other contractors on the project. Since the class is easily defined, there is little or no issue about encouraging favoritism or substantially diminishing competition for other city projects. And since the City Administrator will be in charge of the method of selection of the contractor – whether that would be by direct award or purchase or by comparing three competitive quotes - the issue of favoritism and/or substantially diminishing competition can be addressed in his report to Council on the methods of selection.

The potential for time and money savings by using this method of procurement instead of the usual bidding or RFP procedures are obvious. What may not be as obvious is the question, “What do the other contractors do on this project while they are waiting for the city to comply with its public contracting procedures?” Since a bid or an RFP can take from 6 weeks to 2 or 3 months, it is likely that the other contractors would cease forward movement on the project and go on to other projects for other clients. Getting the contractors back together again is likely to have its own delay built in – mobilization and demobilization costs will have to be paid somehow. There is a cost savings by streamlining and simplifying the process.

Attachment A

Finally, while it is not necessary to show that both cost savings and promotion of the public interest would be the result of this designation, the fact is that the public interest in the BP Project is huge and anything that can be done to keep this project moving forward is definitely in the best interests of the public. For too long some of the best waterfront (river and channel) property in Columbia County has been under private ownership and not in the public domain. Designating a class special procurement so that contracts needed to bring this project to fruition can be awarded quickly would be of great benefit to the city and to the public.

City of St. Helens

PROCLAMATION

By Mayor Randy Peterson

Reflector Awareness Month October 2015

WHEREAS, statistics from the National Highway Traffic Safety Administration show that in the United States 4,735 pedestrians were killed in traffic crashes, accounting for fourteen percent (14%) of all traffic fatalities in motor vehicle traffic crashes in 2013; and

WHEREAS, forty-nine percent (49%) of pedestrian fatalities occurred between the hours of 6:00 p.m. and 11:59 p.m. in 2013, proving that most pedestrian-involved accidents occur after the sun goes down; and

WHEREAS, it has also been proven that wearing some sort of reflective material or lighting device increases your visibility as a pedestrian or bicyclist and can make a life-saving difference; and

WHEREAS, wearing light or white clothes is not enough. Drivers first see pedestrians wearing blue at 55 feet, wearing red at 80 feet, wearing yellow at 129 feet, and wearing white at 180 feet. But it takes 260 feet for a vehicle going 60 mph to stop; and

WHEREAS, according to the Federal Highway Administration, a person dressed in black, wearing a thumb-sized reflector, is detected at longer distances than a person dressed completely in white; and

WHEREAS, pedestrians and bicyclists should wear reflective material, be cautious night and day when sharing the road with vehicles and never assume a driver sees you.

NOW, THEREFORE, I, Randy Peterson, Mayor of the City of St. Helens, do recognize the month of October 2015 as REFLECTOR AWARENESS MONTH, and encourage all citizens of the city to join in this observance by wearing proper reflective material or lighting devices when walking or bicycling after the sun goes down.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of St. Helens to be affixed at St. Helens City Hall on this 7th day of October, 2015.

MAYOR:

*Place
Gold
Seal &
Stamp
Here*

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
ORDINANCE NO. 3196

**AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL CODE
CHAPTER 5.04 AND CHAPTER 5.30 TO ALLOW BUSINESS LICENSES FOR
MARIJUANA RELATED BUSINESSES AND REQUIRE MARIJUANA BUSINESS
LICENSE**

WHEREAS, the City of St. Helens requires businesses operating in the City to obtain a business license; and

WHEREAS, pursuant to Article XI, Section 2, of the Oregon Constitution, the City of St. Helens is a "home rule" municipal corporation having the authority that the constitution, statutes, and common law of the United States and this State expressly or implicitly grant or allow over the civil affairs of its City; and

WHEREAS, amendments to Chapters 5.04 and 5.30 of the St. Helens Municipal Code, Business Licenses, are necessary to clarify the City's Code; and

WHEREAS, the City Council finds that the unique characteristic of marijuana related businesses will require additional City resources to protect the public safety of the community; and

WHEREAS, the 2015 Oregon Legislature purported to preempt cities from imposing taxes on the sale of marijuana. While the City preserves its ability to challenge the effect of that legislation in the future, the City is now choosing to repeal Ordinance No. 3177; and

WHEREAS, although the State of Oregon has authorized the legal use of medical and recreational marijuana, marijuana remains illegal under federal law. The City's licensing program attempts to reduce the risk to the public health, safety, and welfare related to marijuana facilities and the City's actions shall not be construed as an endorsement of such facilities or as an authorization to engage in any activity prohibited by law.

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

Section 1. The City of St. Helens Municipal Code is hereby amended, attached hereto as **Attachment A** and made part of this reference.

Section 2. Severability. If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Provisions of this Ordinance shall be incorporated in the St. Helens Municipal Code and the word "ordinance" may be changed to "code," "article," "section," or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

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

Read the first time: September 16, 2015

Read the second time: October 7, 2015

APPROVED AND ADOPTED this 7th day of October, 2015 by the following vote:

Ayes:

Nays:

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder

ATTACHMENT A

underline words are added
~~words stricken~~ are deleted

CHAPTER 5.04 BUSINESS LICENSES

[...]

5.04.100 License requirements.

In addition to any other requirements of this chapter, a licensee shall:

(1) Abide by all federal, state, and local laws, zoning regulations, and provisions of this chapter, with the exception of the Controlled Substances Act as it applies to marijuana legal under the laws of the State of Oregon.

[...]

5.04.120 Denial or revocation of license.

(1) The city may deny or revoke a license upon finding that:

(a) The applicant fails to meet the requirements of this chapter, or is doing business in violation of this chapter, zoning regulations, or applicable federal, state, county, or local law, with the exception of the Controlled Substances Act as it applies to marijuana legal under the laws of the State of Oregon.

[...]

CHAPTER 5.30 ~~MARIJUANA TAX~~ MARIJUANA BUSINESS REGULATIONS

5.30.010 Purpose.

The purpose of this ordinance is to minimize any adverse public safety and public health impacts that may result from allowing marijuana related businesses in the City. ~~For the purposes of this chapter, every person who sells marijuana, medical marijuana or marijuana-infused products in the City of St. Helens is exercising a taxable privilege. The purpose of this chapter is to impose a tax upon the retail sale of marijuana, medical marijuana, and marijuana-infused products.~~

5.30.015 Definitions.

As used in this chapter, unless the context requires otherwise:

(1) ~~“Administrator” means the Finance Director for the City of St. Helens or his/her~~

ATTACHMENT A

designee.

~~(2) “Gross Sales” means the total amount received in money, credits, property or other consideration from sales of marijuana, medical marijuana and marijuana-infused products that is subject to the tax imposed by this chapter.~~

~~(3)~~ (1) “Marijuana” means all parts of the plant of the Cannabis family Moraceae, whether growing or not; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its resin, as may be defined by Oregon Revised Statutes as they currently exist or may from time to time be amended. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

~~(4)~~ (2) “Marijuana Related Business” means any commercial or public use or structure where marijuana is produced, processed, distributed, transferred, sold, or consumed. “Oregon Medical Marijuana Program” means the office within the Oregon Health Authority that administers the provisions of ORS 475.300 through 475.346, the Oregon Medical Marijuana Act, and all policies and procedures pertaining thereto.

~~(5)~~ (3) “Person” means natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or any group or combination acting as a unit, including the United States of America, the State of Oregon and any political subdivision thereof, or the manager, lessee, agent, servant, officer or employee of any of them.

~~(6) “Purchase or Sale” means the acquisition or furnishing for consideration by any person of marijuana or marijuana-infused products within the City.~~

~~(7) “Registry identification cardholder” means a person who has been diagnosed by an attending physician with a debilitating medical condition and for whom the use of medical marijuana may mitigate the symptoms or effects of the person's debilitating medical condition, and who has been issued a registry identification card by the Oregon Health Authority.~~

~~(8) “Retail sale” means the transfer of goods or services in exchange for any valuable consideration.~~

~~(9) “Seller” means any person who is required to be licensed or has been licensed by the State of Oregon to provide marijuana or marijuana-infused products to purchasers for money, credit, property or other consideration.~~

~~(10) “Tax” means either the tax payable by the seller or the aggregate amount of taxes due from a seller during the period for which the seller is required to report~~

ATTACHMENT A

~~collections under this chapter.~~

~~(11) “Taxpayer” means any person obligated to account to the Administrator for taxes collected or to be collected, or from whom a tax is due, under the terms of this chapter.~~

5.30.020 ~~Tax Imposed~~ License Required.

~~A tax is hereby levied and shall be paid by every seller exercising the taxable privilege of selling marijuana and marijuana-infused products as defined in this chapter. The Administrator is authorized to exercise all supervisory and administrative powers with regard to the enforcement, collection, and administration of the marijuana tax.~~

(1) In addition to obtaining a business license pursuant to SHMC 5.04, all Marijuana Related Businesses operating in the City shall possess a valid Marijuana Related Business License.

(2) License required. It shall be unlawful for any person to conduct a Marijuana Related Business within the City without first obtaining the appropriate business license and maintaining compliance with this chapter.

5.30.25 ~~Amount and Payment, Deductions~~ License Requirements.

~~(1) In addition to any fees or taxes otherwise provided for by law, every seller engaged in the sale of marijuana and marijuana-infused products shall pay a tax as follows:~~

~~(a) Ten percent (10%) of the gross sale amount paid to the seller by a registry identification cardholder.~~

~~(b) Twenty percent (20%) of the gross sale amount paid to the seller of marijuana and marijuana-infused products by individuals who are not registry identification cardholders purchasing marijuana or marijuana-infused products under the Oregon Medical Marijuana Program.~~

~~(2) The following deductions shall be allowed against sales received by the seller providing marijuana or marijuana-infused products:~~

~~(a) Refunds of sales actually returned to any purchaser.~~

~~(b) Any adjustments in sales which amount to a refund to a purchaser, providing such adjustment pertains to the actual sale of marijuana or marijuana-infused products and does not include any adjustments for other services furnished by a seller.~~

A Marijuana Related Business shall provide to the City:

(1) A detailed description of the type, nature, and extent of the proposed business operations; and

(2) A detailed description of the proposed accounting and inventory systems for the business; and

(3) An executed community impact agreement.

ATTACHMENT A

5.30.30 Seller Responsible for Payment of Tax Community Impact Agreement.

(1) Every seller shall, on or before the last day of the month following the end of each calendar quarter (in the months of April, July, October and January) make a return to the Administrator, on forms provided by the City, specifying the total sales subject to this chapter and the amount of tax collected under this chapter. The seller may request or the Administrator may establish shorter reporting periods for any seller if the seller or Administrator deems it necessary in order to ensure collection of the tax and the Administrator may require further information in the return relevant to payment of the tax. A return shall not be considered filed until it is actually received by the Administrator.

(2) At the time the return is filed, the full amount of the tax collected shall be remitted to the Administrator. Payments received by the Administrator for application against existing liabilities will be credited toward the period designated by the taxpayer under conditions that are not prejudicial to the interest of the City. A condition considered prejudicial is the imminent expiration of the statute of limitations for a period or periods.

(3) Non-designated payments shall be applied in the order of the oldest liability first, with the payment credited first toward any accrued penalty, then to interest, then to the underlying tax until the payment is exhausted. Crediting of a payment toward a specific reporting period will be first applied against any accrued penalty, then to interest, then to the underlying tax. If the Administrator, in his or her sole discretion, determines that an alternative order of payment application would be in the best interest of the City in a particular tax or factual situation, the Administrator may order such a change. The Administrator may establish shorter reporting periods for any seller if the Administrator deems it necessary in order to ensure collection of the tax. The Administrator also may require additional information in the return relevant to payment of the liability. When a shorter return period is required, penalties and interest shall be computed according to the shorter return period. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by sellers pursuant to this chapter shall be held in trust for the account of the City until payment is made to the Administrator. A separate trust bank account is not required in order to comply with this provision.

(4) Every seller required to remit the tax imposed in this chapter shall be entitled to retain five percent (5%) of all taxes due to defray the costs of bookkeeping and remittance.

(5) Every seller must keep and preserve in an accounting format established by the Administrator records of all sales made by the dispensary and such other books or accounts as may be required by the Administrator. Every seller must keep and preserve for a period of three (3) years all such books, invoices and other records. The Administrator shall have the right to inspect all such records at all reasonable times.

The City and a Marijuana Related Business shall jointly negotiate a community impact agreement. The community impact agreement shall seek to mitigate the public safety and public health impacts of the Marijuana Related Business on the community and shall include the payment of an additional fee to the City for the mitigation efforts.

| (1) The fee shall be calculated based on the impacts to the community and increased burden on the City from the Marijuana Related Business.

| (2) Proceeds from the fee shall be dedicated to fund public safety and marijuana

ATTACHMENT A

related programs.

(3) The community impact agreement shall be approved by the City Council prior to becoming effective.

5.30.035 Penalties and Interest Characteristics of License.

(1) Nontransferable. A license issued pursuant to this chapter is nontransferable. Any seller who fails to remit any portion of any tax imposed by this chapter within the time required shall pay a penalty of ten percent (10%) of the amount of the tax, in addition to the amount of the tax.

(2) Term. A license issued pursuant to this chapter shall remain in effect until such time as:

(a) The Person who obtained the license ceases to operate the Marijuana Related Business;

(b) The Person who obtained the Marijuana Related Business license ceases to possess a valid authorization from the Oregon Liquor Control Commission or Oregon Health Authority to legally operate in the State of Oregon;

(c) The Person who obtained the Marijuana Related Business License ceases to comply with the provisions of SHMC 5.04, this chapter, or the terms of the community impact agreement; or

(d) Federal or state statutes, regulations, or guidelines are modified, changed, or interpreted in such a way by state or federal law enforcement officials so as to prohibit operation of a business under this chapter.

(3) The City may revoke a Marijuana Related Business License upon a finding that the license is no longer in effect, pursuant to SHMC 5.30.035(2). An aggrieved Person may appeal the City's decision to City Council by filing a written notice of appeal with the City Recorder within 10 days of the City's decision to revoke the license. If the Administrator determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty of twenty five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in subparagraphs 1 and 2 of this section.

(4) In addition to the penalties imposed, any seller who fails to remit any tax imposed by this chapter shall pay interest at the rate of one percent (1%) per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

(5) Every penalty imposed, and such interest as accrues under the provisions of this section, shall become a part of the tax required to be paid.

(6) All sums collected pursuant to the penalty provisions in subparagraphs 1 and 3 of this section shall be distributed to the City of St. Helens General Fund to offset the costs of auditing and enforcement of this tax.

5.30.040 Failure to Report and Remit Tax—Determination of Tax by Administrator Penalties.

A violation of the provisions of this Chapter shall constitute a Class C misdemeanor. If any seller should fail to make, within the time provided in this chapter, any report of the tax required by this chapter, the Administrator shall proceed

ATTACHMENT A

~~in such manner as deemed best to obtain facts and information on which to base the estimate of tax due. As soon as the Administrator shall procure such facts and information as is able to be obtained, upon which to base the assessment of any tax imposed by this chapter and payable by any seller, the Administrator shall proceed to determine and assess against such seller the tax, interest and penalties provided for by this chapter. In case such determination is made, the Administrator shall give a notice of the amount so assessed by having it served personally or by depositing it in the United States mail, postage prepaid, addressed to the seller so assessed at the last known place of address. Such seller may make an appeal of such determination as provided in section 5.30.045. If no appeal is filed, the Administrator's determination is final and the amount thereby is immediately due and payable.~~

5.30.045 Appeal.

~~Any seller aggrieved by any decision of the Administrator with respect to the amount of such tax, interest and penalties, if any, may appeal pursuant to the City Administrator within thirty (30) days of the serving or mailing of the determination of tax due. The City Administrator shall hear and consider any records and evidence presented bearing upon the Administrator's determination of amount due, and make findings affirming, reversing or modifying the determination. The City Administrator's decision may be appealed to City Council within thirty (30) days of the serving or mailing of the determination. The findings of the City Council shall be final and conclusive. Any amount found to be due shall be immediately due and payable upon the service of notice.~~

5.30.050 Refunds.

~~(1) Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously collected or received by the City under this chapter, it may be refunded as provided in subparagraph 2 of this section, provided a claim in writing, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the Administrator within one year of the date of payment. The claim shall be on forms furnished by the Administrator.~~

~~(2) The Administrator shall have twenty (20) calendar days from the date of receipt of a claim to review the claim and make a determination in writing as to the validity of the claim. The Administrator shall notify the claimant in writing of the Administrator's determination. Such notice shall be mailed to the address provided by claimant on the claim form. In the event a claim is determined by the Administrator to be a valid claim, in a manner prescribed by the Administrator a seller may claim a refund, or take as credit against taxes collected and remitted, the amount overpaid, paid more than once or erroneously collected or received. The seller shall notify Administrator of claimant's choice no later than fifteen (15) days following the date Administrator mailed the determination. In the event claimant has not notified the Administrator of claimant's choice within the fifteen (15) day period and the seller is still in business, a credit will be granted against the tax liability for the next reporting period. If the seller is no longer in business, a refund check will be mailed to claimant at the address provided in the claim~~

ATTACHMENT A

form.

~~(3) Any credit for erroneous overpayment of tax made by a seller taken on a subsequent return or any claim for refund of tax erroneously overpaid filed by a seller must be so taken or filed within three (3) years after the date on which the overpayment was made to the City.~~

~~(4) No refund shall be paid under the provisions of this section unless the claimant established the right by written records showing entitlement to such refund and the Administrator acknowledged the validity of the claim.~~

5.30.055 Actions to Collect.

~~Any tax required to be paid by any seller under the provisions of this chapter shall be deemed a debt owed by the seller to the City. Any such tax collected by a seller which has not been paid to the City shall be deemed a debt owed by the seller to the City. Any person owing money to the City under the provisions of this chapter shall be liable to an action brought in the name of the City of St. Helens for the recovery of such amount. In lieu of filing an action for the recovery, the City of St. Helens, when taxes due are more than thirty (30) days delinquent, can submit any outstanding tax to a collection agency. So long as the City of St. Helens has complied with the provisions set forth in ORS 697.105, in the event the City turns over a delinquent tax account to a collection agency, it may add to the amount owing an amount equal to the collection agency fees, not to exceed the greater of fifty dollars (\$50.00) or fifty percent (50%) of the outstanding tax, penalties and interest owing.~~

5.30.060 Violation.

~~(1) Violation of any of the provisions of this Chapter shall be punishable as set forth in SHMC 1.06.130. It is a violation of this chapter for any seller or other person to:~~

- ~~(a) Fail or refuse to comply as required herein;~~
- ~~(b) Fail or refuse to furnish any return required to be made;~~
- ~~(c) Fail or refuse to permit inspection of records;~~
- ~~(d) Fail or refuse to furnish a supplemental return or other data required by the Administrator;~~
- ~~(e) Render a false or fraudulent return or claim; or~~
- ~~(f) Fail, refuse or neglect to remit the tax to the City by the due date.~~

~~(2) The remedies provided by this section are not exclusive and shall not prevent the City from exercising any other remedy available under the law, nor shall the provisions of this ordinance prohibit or restrict the City or other appropriate prosecutor from pursuing criminal charges under State law or City ordinance.~~

5.30.065 Confidentiality.

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

ATTACHMENT A

~~(1) The disclosure of the names and addresses of any person who is operating a licensed establishment from which marijuana or marijuana infused products are sold or provided; or~~

~~(2) The disclosure of general statistics in a form which would not reveal an individual seller's financial information; or~~

~~(3) Presentation of evidence to the court, or other tribunal having jurisdiction in the prosecution of any criminal or civil claim by the Administrator or an appeal from the Administrator for amount due the City under this chapter; or~~

~~(4) The disclosure of information when such disclosure of conditionally exempt information is ordered under public records law procedures; or~~

~~(5) The disclosure of records related to a business' failure to report and remit the tax when the report or tax is in arrears for over six (6) months or the tax exceeds five thousand dollars (\$5,000). The City Council expressly finds and determines that the public interest in disclosure of such records clearly outweighs the interest in confidentiality under ORS 192.501(5).~~

5.30.70 Audit of Books, Records, or Persons.

~~(1) The City, for the purpose of determining the correctness of any tax return, or for the purpose of an estimate of taxes due, may examine or may cause to be examined by an agent or representative designated by the City for that purpose, any books, papers, records, or memoranda, including copies of seller's state and federal income tax return, bearing upon the matter of the seller's tax return. All books, invoices, accounts and other records shall be made available within the city limits and be open at any time during regular business hours for examination by the Administrator or an authorized agent of the Administrator.~~

~~(2) If the examinations or investigations disclose that any reports of sellers filed with the Administrator pursuant to the requirements herein have shown incorrectly the amount of tax accruing, the Administrator may make such changes in subsequent reports and payments, or make such refunds, as may be necessary to correct the errors disclosed by its examinations or investigations.~~

~~(3) The seller shall reimburse the City for reasonable costs of the examination or investigation if the action disclosed that the seller paid ninety five percent (95%) or less of the tax owing for the period of the examination or investigation. In the event that such examination or investigation results in an assessment by and an additional payment due to the City, such additional payment shall be subject to interest at the rate of nine percent (9%) per year from the date the original tax payment was due~~

~~(4) If any taxpayer refuses to voluntarily furnish any of the foregoing information when requested, the Administrator may immediately seek a subpoena from the St. Helens Municipal Court to require that the taxpayer or a representative of the taxpayer attend a hearing or produce any such books, accounts and records for examination.~~

~~(5) Every seller shall keep a record in such form as may be prescribed by the Administrator of all sales of marijuana and marijuana infused products. The records shall at all times during the business hours of the day be subject to inspection by the Administrator or authorized officers or agents of the Administrator.~~

~~(6) Every seller shall maintain and keep, for a period of three (3) years, all records of~~

ATTACHMENT A

~~marijuana and marijuana-infused products sold.~~

~~5.30.075 Forms and Regulations.~~

~~The Administrator is hereby authorized to prescribe forms and promulgate rules and regulations to aid in the making of returns, the ascertainment, assessment and collection of said marijuana tax and in particular and without limiting the general language of this chapter, to provide for:~~

- ~~(1) A form of report on sales and purchases to be supplied to all vendors;~~
- ~~(2) The records which sellers providing marijuana and marijuana-infused products are to keep concerning the tax imposed by this chapter.~~

City of St. Helens
ORDINANCE NO. 3197

**AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL
CODE CHAPTERS 17.32 AND 17.80**

WHEREAS, pursuant to St. Helens Municipal Code 17.20.020(1)(c) the Planning Director initiated a legislative change to adopt text amendments to the Community Development Code (St. Helens Municipal Code Title 17); and

WHEREAS, pursuant to the St. Helens Municipal Code and Oregon Revised Statutes, the City has provided notice to: the Oregon Department of Land Conservation and Development on July 1, 2015 and July 24, 2015, all property owners within the Houlton Business District zoning district listed in the Columbia County Tax Assessor records on July 21, 2015, and the local newspaper of record on July 29, 2015; and

WHEREAS, the St. Helens Planning Commission did hold a duly noticed public hearing on August 11, 2015 which was continued to September 8, 2015, and, following deliberation, made a recommendation of approval to the City Council; and

WHEREAS, the St. Helens City Council conducted a public hearing on September 16, 2015 and having the responsibility to approve, approve with modifications, or deny an application for a legislative change, has deliberated and found that based on the information in the record and the applicable criteria in the SHMC that the code amendments be approved.

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

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

Section 2. The City of St. Helens Municipal Code (Development Code) is hereby amended, attached hereto as **Attachment "A"** and made part of this reference.

Section 3. In support of the code amendments described herein, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Attachment "B"** and made part of this reference.

Section 4. Severability. If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be servable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 5. Provisions of this Ordinance shall be incorporated in the St. Helens Municipal Code and the word "ordinance" may be changed to "code," "article," "section," or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

Section 6. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: October 7, 2015
Read the second time: October 21, 2015

APPROVED AND ADOPTED this 21st day of October, 2015 by the following vote:

Ayes:

Nays:

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder

underline words are added
~~words stricken~~ are deleted

CHAPTER 17.32 ZONED AND USES

[...]

17.32.175 Houlton business district – HBD.

[...]

(2) Uses Permitted Outright. In the HBD zone, the following uses are permitted outright, subject to the modifications to development standards and conditions as specified herein and all other applicable provisions of this code as noted under additional requirements:

(a) Historic residential structures (as listed in the comprehensive plan) with or without any auxiliary dwelling unit per Chapter 17.128 SHMC, and nonresidential historic structures (as listed in the comprehensive plan).

(b) Dwellings: single detached or attached, duplexes, and dwellings above permitted uses.

~~(b) Residential above Nonresidential Permitted Uses.~~

- ~~(i) Dwelling, single family.~~
- ~~(ii) Dwelling, duplex.~~
- ~~(iii) Dwelling, townhouse.~~
- ~~(iv) Dwelling, multifamily.~~
- ~~(v) Other residential uses as per ORS Chapter 443.~~
- (c) Public and institutional uses.
- (d) Amphitheater public uses.
- (e) Historical and cultural exhibits.
- (f) Education and research facilities.
- (g) Library services.
- (h) Government administrative facilities/ offices.
- (i) Lodge, fraternal and civic assembly.
- (j) Parking lots, public.
- (k) Public facilities, minor.
- (l) Public facilities, major.
- (m) Public or private park.
- (n) Public or private recreation facilities.
- (o) Public or private schools/colleges.
- (p) Public safety and support facilities.
- (q) Artisan workshops.
- (r) Art studios, galleries.
- (s) Amusement services.
- (t) Bars.
- (u) Bed and breakfast facilities.
- (v) Business and personal services, such as barber shops, beauty shops, tailors, laundries,

printing, and locksmiths.

- (w) Eating and drinking establishments – all (e.g., restaurant, diner, coffee shop).
- (x) Offices – all (e.g., medical, business or professional).
- (y) Financial institutions.
- (z) Hardware stores, without outdoor storage.
- (aa) Health and fitness clubs.
- (bb) Hotels or motels.
- (cc) Kiosks.
- (dd) Pawn shops.
- (ee) Pet shop and supplies.
- (ff) Repair and maintenance facilities/shops for permitted retail products.
- (gg) Rental centers.
- (hh) Residential storage facilities (in conjunction with three or more dwelling units).
- (ii) Retail sales establishments – all.
- (jj) Small equipment sales, rental and repairs facilities/shops, without outside storage.
- (kk) Theaters, indoors.
- (ll) Trade and skilled services without outdoor storage, such as plumbing, HVAC, electrical, and paint sales/services facilities/shops.
- (mm) Type I and II home occupation (per Chapter 17.120 SHMC).
- (nn) Used product retail (e.g., antique dealers, secondhand dealers, flea markets).
- (oo) Veterinary medical services, without outdoor facilities for animal housing.
- (pp) Transient housing.
- (qq) Watercraft sales, rental, charters, without outdoor storage.
- (rr) Car washes.
- (ss) Produce stands.
- (tt) Shopping centers and plazas.
- (uu) Residential facility.
- (pp) Residential home.

(3) Conditional Uses. In the HBD zone, the following conditional uses may be permitted upon application, subject to provisions of Chapter 17.100 SHMC and other relevant sections of this code:

- (a) Auction sales, services and repairs.
- (b) Auxiliary dwelling units.
- ~~(b)~~ (c) Broadcast facilities without dishes over 36 inches or transmitter/receiver towers.
- ~~(c)~~ (d) Bus and train stations/terminals.
- ~~(d)~~ (e) Business with outdoor storage (those businesses permitted in permitted uses).
- ~~(e)~~ (f) Child care facility/day nursery.
- ~~(f)~~ (g) Drive-up businesses and services (including those associated with food sales, pharmacies and such).
- (h) Dwellings on same level as nonresidential use.
- ~~(g)~~ (i) Funeral homes.
- ~~(h)~~ (j) Hospitals, clinics, nursing homes, and convalescent homes.
- ~~(i)~~ (k) Laundromats and dry cleaners.
- ~~(j)~~ (l) Marijuana retailer and/or medical marijuana dispensary.
- (m) Multidwelling units.

- ~~(k)~~ (n) Religious assembly, excluding cemeteries.
- ~~(l)~~ (o) Parking lots/facilities, private.
- ~~(m)~~ (p) Nurseries and greenhouses.
- ~~(n)~~ (q) Vehicle repair, service, and sales.

(4) Standards Applicable to All Uses. In the HBD zone, the following standards and special conditions shall apply and shall take precedence over any conflicting standards listed in this code:

[...]

(o) Notwithstanding the standards of subsections (4)(a) through (n) of this section, these residential uses ~~per subsections (5)(a)(i) and (ii) of this section~~ are subject to the following:

- (i) Single-dwelling units, attached or detached, and duplexes shall comply with the R-5 standards; and
- (ii) Multidwelling units shall comply with AR standards.

[...]

(5) Special Conditions Permitted and Conditional Uses.

~~(a) Any residential use is prohibited at or below the first floor of any building in the HBD zone, except for the following:~~

~~(i) Historic residential structures (listed in the city's comprehensive plan and/or registered and recognized by the state or federal government); or~~

~~(ii) Any residential use at or below the first floor of a building legally established at the time of adoption of this zoning district may continue as a conforming use, provided the type of residential use does not change (e.g., additional dwelling units shall not be allowed). Conformance is lost if the first floor (or below) residential use is "discontinued or abandoned" (as defined by Chapter 17.104 SHMC) for any reason for a period of six months, or immediately following a lawful change of use. Once conformance is lost, any residential use at or below the first floor of any building on that property shall be prohibited.~~

~~(b)~~ (a) Residential density above permitted uses shall be based on the standard of one dwelling unit for each full 500 interior square feet of nonresidential use provided. Outdoor dining areas and similar permitted outdoor uses may only be included in the calculation when such areas are not located within a right-of-way.

~~(c)~~ (b) Outdoor storage of goods and materials must be screened.

~~(d)~~ (c) Outdoor display of goods and materials for retail establishments is permitted on private property in front of the retail establishment, provided such displays do not block safe ingress and egress from all entrances, including fire doors. In addition, outdoor display goods and materials shall be properly and safely stored inside during nonbusiness hours. No outdoor display may block safe pedestrian or vehicular traffic. Outdoor displays shall not encroach in public rights-of-way, including streets, alleys or sidewalks, without express written permission of the city council.

~~(e)~~ (d) Kiosks may be allowed on public property, subject to the approval of a concession agreement with the city.

(6) Additional Requirements.

(a) Residential Density Transition. The residential density calculation and transition provisions of Chapter 17.56 SHMC shall not apply to the HBD zone for residential uses above permitted uses. Densities are determined for residential uses by the formula in subsection (5)(b)(a) of this section.

[...]

CHAPTER 17.80 OFF-STREET PARKING AND LOADING REQUIREMENTS

Sections:

[...]

- 17.80.060 On-site vehicle stacking areas required for drive-in use.
- 17.80.065 Storage in front yard related to residential uses and use of recreational vehicles related to residential uses.
- 17.80.066 Use of recreational vehicles related to non-residential uses.
- 17.80.070 Loading/unloading driveways required on site.

[...]

17.80.065 Storage in front yard related to residential uses and use of recreational vehicles related to residential uses.

Boats, trailers, campers, camper bodies, travel trailers, recreation vehicles, or commercial vehicles in excess of three-fourths-ton capacity may be stored ~~in a required front yard on a property~~ in a residential zone or other property with a lawful residential use subject to the following:

(1) No such unit shall be parked in a visual clearance area of a corner lot or in the visual clearance area of a driveway which would obstruct vision from an adjacent driveway or street;

(2) No such unit, regardless of whether or not it is within a building, shall be used for any living purposes except that one camper, house trailer or recreational vehicle may be used for sleeping purposes only by friends, relatives, or visitors on land entirely owned by or leased to the host person for a period not to exceed 14 days in one calendar year; provided, that such unit shall not be connected to any utility, other than temporary electricity hookups; and provided, that the host person shall receive no compensation for such occupancy or use; ~~and~~

(a) This provision does not apply to lawful land uses that specially allow occupancy of a recreational vehicle, such as travel trailer parks per the Development Code or per ORS 197.

(3) Any such unit ~~parked in the front yard~~ visible from a public right-of-way shall have current state license plates or registration and must be kept in mobile condition; and

(4) The property shall have a lawful principle use.

17.80.066 Use of recreational vehicles related to non-residential uses.

Except where specifically allowed by the Development Code (e.g., travel trailer parks) and per ORS 197, use of recreational vehicles for any living purposes is prohibited on property with non-residential zoning or without a lawful residential use. Parking or storage is possible given compliance with the St. Helens Municipal Code.

**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Development Code Amendments ZA.2.15**

APPLICANT: City of St. Helens
LOCATION: All areas within the Houlton Business District, HBD & city wide
PROPOSAL: Amendment to zoning law and residential use, and RV usage

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

PUBLIC HEARING & NOTICE

Hearing dates are as follows: August 11, 2015 before the Planning Commission, continued to September 8, 2015. September 16, 2015 before the City Council.

Notice of this proposal was sent to those who own property zoned Houlton Business District, HBD on July 21, 2015 via first class mail. Notice was sent to agencies by mail or e-mail on July 20, 2015 and July 24, 2015. Notice was published in the The Chronicle on July 29, 2015. Notice was sent to the Oregon Department of Land Conservation and Development on July 1, 2015, with a revision sent on July 24, 2015.

AGENCY REFERRALS & COMMENTS

As of the date of this staff report, no agency referrals/comments were received that are pertinent to the analysis of this proposal.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.20.120(1) – Standards for Legislative Decision

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

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

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

Finding(s):

Statewide Planning Goal 1: Citizen Involvement.

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

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

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

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

Statewide Planning Goal 2: Land Use Planning.

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

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

There are no known federal or regional documents that apply to this proposal.

Comprehensive Plan consistency is addressed further below.

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

(b) Discussion: This criterion requires analysis of any applicable federal or state statutes or guidelines in regards to the HBD zone amendments.

With regards to the recreational vehicle amendments, ORS 197.475-197.493 provides state policy for mobile homes, manufactured dwelling and recreational vehicle parks. ORS 197.475 summarizes the intent:

ORS 197.475 Policy.

The Legislative Assembly declares that it is the policy of this state to provide for mobile home or manufactured dwelling parks within all urban growth boundaries to allow persons and families a choice of residential settings.

The ORS further clarifies the inclusion of RV's for living purposes under certain circumstances:

ORS 197.493 Placement and occupancy of recreational vehicle.

(1) A state agency or local government may not prohibit the placement or occupancy of a recreational vehicle, or impose any limit on the length of occupancy of a recreational vehicle, solely on the grounds that the occupancy is in a recreational vehicle, if the recreational vehicle is:

- (a) Located in a manufactured dwelling park, mobile home park or recreational vehicle park;
- (b) Occupied as a residential dwelling; and
- (c) Lawfully connected to water and electrical supply systems and a sewage disposal system.

(2) Subsection (1) of this section does not limit the authority of a state agency or local government to impose other special conditions on the placement or occupancy of a recreational vehicle.

The City already has rules about RV's, but clearer language is necessary for enforcement purposes when issues arise. The changes still allow RV usage per ORS 197.493, which allows RVs to locate in manufactured/mobile home parks and RV parks. Looking at the City's Development Code, **manufactured/mobile home parks are possible as a *permitted use* in the following zoning district:**

- Mobile Home Residential, MHR

RV parks are possible as a *conditional use* in the following zoning districts:

- Mobile Home Residential, MHR
- Mixed Use, MU
- Highway Commercial, HC
- General Commercial, GC
- Marine Commercial, MC
- Light Industrial, LI
- Heavy Industrial, HI
- Public Lands, PL

Based on the City's zoning, there is good potential to have designated locations where RV's can be used for living purposes.

Finding: There are no known applicable federal or state statutes or guidelines applicable to the amendments specific to the HBD zone. The proposed amendment applicable to RVs doesn't conflict with State law.

(c) Discussion: This criterion requires analysis of applicable comprehensive plan policies, procedures, appendices and maps.

Finding: The Comprehensive Plan designation for areas zoned HBD is General Commercial, GC. The designation is not a residential category. The general commercial policies are worth noting as they emphasize commercial land uses. Per SHMC 19.12.070(2):

- (a) Encourage new commercial development in and adjacent to existing, well-established business areas taking into account the following considerations:
 - (i) Making shopping more convenient for patrons,
 - (ii) Cutting down on street traffic,
 - (iii) Maximizing land through the joint use of vehicular access and parking at commercial centers, and
 - (iv) Encouraging locations that enjoy good automobile access and still minimize traffic hazards.
- (b) Designate sufficient space for business so that predictable commercial growth can be accommodated and so that an adequate choice of sites exists.
- (c) Ensure that all commercial enterprises maintain sufficient off-street parking to accommodate their patrons, workers and loading requirements.
- (d) Emphasize and support existing town centers as business places.
- (e) Improve the general appearance, safety and convenience of commercial areas by encouraging greater attention to the design of buildings, parking, vehicle and pedestrian circulation, and landscaping through a site design review procedure.
- (f) Preserve areas for business use by limiting incompatible uses within them.
- (g) Encourage a variety of retail shopping activities to concentrate in the core commercial areas to enhance their attractiveness for a broad range of shoppers; additionally, encourage in this area the development of public spaces such as broad sidewalks, small squares, etc., to facilitate easy, safe, pleasant pedestrian circulation.
- (h) Encourage in-filling of vacant lands within commercial areas.

In addition, per SHMC 19.24.010, the City has an adopted economic opportunities analysis (EOA). The purpose of the EOA was to comply with Oregon Statewide Planning Goal 9 (Economic Development), which in part, requires cities to maintain adequate supplies of industrial and other employment lands to sustain economic activities. Though the EOA focuses more on industrial lands and was adopted in 2009 (during the Great Recession), it does note a shortage of commercial lands to some degree. However, this document is dated and of questionable/limited value today.

When the City created the Houlton Business District zoning district (file ZA.3.08), it prohibited residential use on the ground floor of all buildings as a way of protecting the Houlton commercial area from being overtaken by non-commercial development. Prior to the Great Recession, there was concern that the housing construction boom would overtake the commercial aspects of the Houlton area.

The current proposal is to incorporate the residential use treatment of the Mixed Use (MU) Zoning District into the Houlton Business District (HBD). The MU zone falls under the General Commercial Comprehensive Plan Map designation, just like the HBD zone and the General

Commercial (GC) zone. Below is a table comparing these three zoning districts and the Highway Commercial (HC) zoning district (which falls under the Highway Commercial Comprehensive Plan designation).

TABLE: Comparison of *current* residential use treatment for select zonings, all based on the commercial Comprehensive Plan map designations.

	MU	GC	HC	HBD
Detached SFD	P	.	.	Historic Only
Attached SFD	P	.	.	.
Duplex (2 units)	P	.	.	.
Multi-Dwelling (3+units)	C	C	.	.
Dwelling above 1st floor	P	P	C	P
Dwellings on same level as nonresidential use	C	.	.	.
Auxiliary Dwelling Unit	C	.	.	.

MU = Mixed Use Zone
GC = General Commercial Zone
HC = Highway Commercial Zone
HBD = Houlton Business District Zone

The table above shows that the MU zone is the most liberal commercial-oriented zone in regards to treatment of residential uses. Having the HBD zone adopt such treatment complies with the Comprehensive Plan since the MU zone falls under the same Comprehensive Plan map designation (i.e., General Commercial designation). Thus, the potential for properties to be used for commercial purposes is preserved, while allowing residential use; this allows use flexibility based on market demand.

Compared to the HBD zone's current residential use treatment, by allowing the existing ground floor residential uses to remain as conforming uses, they are less likely to fall into neglect, it helps promote pride of ownership, and helps to preserve what may be official future historic resources, but are currently "unofficial resources." This means, that even though the buildings are not listed as "official," their presence still has some historic and cultural value to the City. Tomorrows historic buildings are the ones being preserved today for future generations. And multiple existing dwelling falling into disrepair resulting in blight would not support the existing and future commercial uses in the area.

This proposal does not appear to conflict with the General Commercial Comprehensive Plan policies or other aspects of the Comprehensive Plan.

(d) Discussion: This criterion requires analysis of the applicable provisions of the implementing ordinances.

Finding: The proposal modifies the Development Code but findings as to other applicable implementing ordinances are not necessary.

CONCLUSION & DECISION

Based upon the facts and findings herein, the City Council approves the proposed text amendment to the Development Code related to the HBD zone's treatment of residential use in Chapter 17.32 SHMC and RV related rules in Chapter 17.80 SHMC.

Randy Peterson, Mayor

Date

City of St. Helens
ORDINANCE NO. 3198

AN ORDINANCE GRANTING TO ASTOUND BROADBAND, LLC, A WASHINGTON LIMITED LIABILITY COMPANY AND WHOLLY-OWNED SUBSIDIARY OF WAVE DIVISION HOLDINGS, LLC, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN A DATA COMMUNICATIONS SERVICE FACILITY AND PROVIDE TELECOMMUNICATION SERVICES IN THE CITY OF ST. HELENS, OREGON

THE CITY OF ST. HELENS ORDAINS AS FOLLOWS:

Section 1. Definitions - as used in this ordinance:

1. "City" means City of St. Helens, Oregon.
2. "Company" means Astound Broadband, LLC, the grantee of rights under this Franchise, including its successors or assigns.
3. "Council" means the City Council of the City of St. Helens, Oregon.
4. "Franchise" means this document embodying the agreement of City and Company.
5. "Gross revenues" means any and all revenues derived by Company for the provision of telecommunications services in St. Helens, Oregon, including revenues from dedicated private networks. Gross revenues shall include any and all revenues from leases of Grantee's system in St. Helens, Oregon. Gross revenues may be adjusted for the net write-off of uncollectible amounts of such revenues. City and Astound acknowledge that the legality of imposing a franchise fee on revenue derived from the provision of Internet access services is uncertain under Oregon law and federal law and is the subject of litigation pending in the Supreme Court of the State of Oregon in a matter captioned City of Eugene v Comcast of Oregon II, Inc. (the "Eugene Litigation"). Accordingly, City shall forbear from imposing or collecting a franchise fee on revenue derived by Astound from the provision of Internet access services until the later of (i) the issuance of a final, non-appealable decision with respect to the Eugene Litigation and (ii) preemptive federal legislation that resolves the Eugene Litigation.
6. "Person" means any person, firm, partnership, association, corporation, limited liability company, entity, or organization of any kind.
7. "Reseller" means a consumer of telecommunications services that pays franchise fee to City and uses another person's telecommunications facilities to sell telecommunications service in City.
8. "Telecommunications" means the transmission of information chosen by a person, between or among points specified by the person.

9. "Telecommunications service" means telecommunications service as defined in 47 U.S.C. §153(53).
10. "Telecommunications service providers" means any entity that pays a franchise or permit fee to City for the use of Company's facilities.
11. "Uncollectible accounts of customers" means any Company account, on which Company derives revenue from the sale of goods or services to persons within the corporate limits of the City, towards which Company has made a reasonable, good-faith effort to collect and that Company has written off as uncollectible for purposes of Company's public accounting.

Section 2. Grant of Authority. City grants to Company the right and privilege to construct, install, maintain and operate in, on, and under the present and future City rights of way of the City of St. Helens, conduits, cables and other technical facilities necessary for the purpose of providing Telecommunication services and internet access services. This Franchise is not exclusive, and City reserves the right to grant a similar privilege to any other Person at any time during the period of this Franchise.

Section 3. Compliance with Laws, Rules and Regulations. At all times during the term of this Franchise, Company shall comply with all applicable laws, rules and regulations of the United States of America, the State of Oregon, and the City of St. Helens including all agencies and subdivisions thereof. All terms and conditions applicable to Telecommunications carriers, contained in the St. Helens Municipal Code or other applicable law, apply to Company even if not recited in this Franchise. Company shall be subject to the lawful exercise of the police power of City and to such reasonable regulations as City may from time to time hereafter by resolutions or ordinance provide. City will administer this Franchise and exercise its police power on a reasonable, uniform, non-discriminatory basis with respect to other telecommunications franchises.

Section 4. Company Liability, Insurance.

1. Company shall at all times conduct its operations under this Franchise, including installation, construction or maintenance of its facilities, in a safe and workmanlike manner so as not to present a danger to the public or City.
2. Company shall maintain a comprehensive liability insurance policy which shall contain the minimum coverages established in the Oregon State tort claims act. In addition, the provisions set forth below shall constitute additional requirements upon Company:
 - a. City, and its elected and appointed officers, agents, and employees shall be added as additional insured with respect to all policies. All commercial general liability insurance policies will be endorsed to show this additional coverage.
 - b. Upon any cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage, Company shall provide notice to City within thirty (30) days of receiving notice from the insurance company.
 - c. Coverages provided by Company must be underwritten by an insurance company deemed reasonably acceptable by City. City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - d. As evidence of the insurance coverage required by this Franchise, Company shall furnish to City a Certificate of Insurance and endorsement naming City as additional

insured. This Franchise shall not be in effect until the required certificates have been received by City. A renewal certificate will be sent to City ten (10) days prior to coverage expiration.

3. In the event that City's tort liability limits are raised by the Oregon Legislature to exceed the limits described in this section, Company shall obtain and maintain insurance in the amount of City's tort liability limits.

Section 5. Indemnification

1. Company hereby agrees to defend, indemnify, and hold City and its officers, employees, agents, and representatives harmless from and against any and all damages, losses, and expenses, including reasonable attorney fees and costs of suit or defense, arising out of failures to act, or misconduct of company or its affiliates, officers, employees, agents, contractors, or subcontractors, in the construction, operation, maintenance, repair or removal of its Telecommunications facilities, and in providing or offering telecommunications services over the facilities or network, whether such acts or omissions are authorized, allowed, or prohibited by this Franchise or the St. Helens Municipal Code.
2. Company agrees to forever indemnify City, its officers, employees, agents, and representatives, from and against any claims, costs, and expenses of any kind, whether direct or indirect, pursuant to any state or federal law, statute, regulation, or order, for the removal or remediation of any leaks, spills, contamination, or residues of hazardous substances, directly attributable to Company's facilities. Hazardous substances has the meaning given by ORS 465.200.

Section 6. Performance Bond.

1. Upon the effective date of this Franchise, Company shall furnish proof of the posting of a performance bond running to City, with good and sufficient surety approved by City, in the penal sum of \$10,000, conditioned that Company shall well and truly observe, fulfill, and perform each term and condition of this Franchise. Company shall pay all premiums charged for the bond, and shall keep the bond in full force and effect at all times throughout the term of this Franchise, including, if necessary, the time required for removal of all of Company's Telecommunications system installed in City's right of way. The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days prior written notice first being given to City. The bond shall be reviewed and approved as to form by the City Attorney.
2. During the term of this Franchise, Company shall file with City a duplicate copy of the bond along with written evidence of payment of the required premiums. However, in no event shall City exercise its rights against the performance bond under Section 6.1 if a bona fide, good faith dispute exists between City and Company.
3. City may, based upon inflation or other identifiable needs, require the amount of the performance bond and any construction bond that may be required under Section 6.4 below to be increased to an amount recommended by City's insurance carrier after notice to Company.
4. City will require Company to acquire one or more separate performance securities to protect the City's interests when Company constructs facilities. The amount of such security depends on the project's impacts, thus the amount will be determined in connection with the permitting process.

Section 7. Conditions on Right of Way Occupancy.

1. Routing and Plan Approval. Routing maps and construction plans must be approved by City's department of Public Works before any work is started. Company must obtain a permit prior to any construction in the right of way, pursuant to St. Helens Municipal Code 12.24.
2. Use. Company shall construct, install, maintain and operate its fiber optic cable facilities in designated City rights of way to the industry standard and City's satisfaction; and in a manner so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights of reasonable convenience of property owners who adjoin any of the streets, alleys or other public ways or places. Company's facilities shall be installed consistent with all laws, rules, regulations, and ordinances that apply to such work.
3. Restoration. In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Company, including any unimproved surface, Company shall, at its own cost and expense and in a manner approved by City, replace and restore all surfaces disturbed to their prior condition to the extent reasonably practicable. If Company fails to make restoration as required, City shall cause the repairs to be made at the expense of Company. All work within City rights of way shall be in accordance with the City of St. Helens' Standards and Specifications.
4. Relocation.
 - a. Except as provided below, if the removal or relocation of facilities is caused directly by an identifiable development of property and the removal or relocation of facilities occurs within the area to be developed, or is made for the convenience of a customer, Company may charge the expense of removal or relocation to the developer or customer. If the removal or relocation of facilities is required by the City in the interest of the public, the City may require Company to remove or relocate its facilities at Company's expense, in accordance with ORS 221.420.
 - b. Company agrees to supply, at no cost to City, any information reasonably requested by the City to coordinate municipal functions with Company's activities and fulfill any municipal obligations under State law. Said information shall include, at a minimum, as-built drawings of Company Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within City. Said information may be requested either in hard copy and/or electronic geographic information service (GIS) format, and shall be provided in the format requested if reasonably possible.
5. Placement of Fixtures. Company shall not place its facilities where they will interfere with any existing or planned City utility, gas, electric or telephone fixture, power, sanitary sewer, storm sewer, water facility, or public improvement. All facilities placed in City rights of way shall be placed as City directs.
6. Temporary Rearrangement of Facilities. Company shall, upon receipt of seven (7) days written notice from anyone desiring to move a building or other object according to City ordinances regulating the moving of buildings, arrange to temporarily raise, lower, or otherwise move its facilities to permit the moving of buildings or other objects if the Person wishing to move the building or other object makes a reasonable arrangement to reimburse

Company for its expenses in rearranging its facilities. Nothing contained in this section shall preclude City from requiring Company to move its facilities at Company's own expense when public convenience requires the move, as described in Subsection 4 of this section.

Section 8. Transfer of Franchise. Company shall not sell, assign, dispose of, or transfer in any manner whatsoever any interest in this Franchise or in the facilities authorized by this Franchise, without prior written approval of Council, which approval City will not unreasonably withhold. Notwithstanding the previous sentence, Company may, without Council's approval, sell, assign, dispose of, or transfer this Franchise or the facilities authorized by this Franchise to (a) any entity that controls, is controlled by, or is under common control with Franchisee; or (b) in connection with the sale of all or substantially all of Franchisee's assets. Council's approval shall not be required for the assignment of, or granting of a security interest in, the Franchise or the Telecommunications System to secure indebtedness.

Section 9. City Rights in Franchise.

1. City Supervisors and Inspection. City shall have the right to supervise all construction or installation of Company's facilities subject to the provisions of this Franchise and make such inspections as it shall find reasonably necessary to ensure compliance with governing laws, rules and regulations.
2. Termination or Abandonment of Franchise. Upon any termination of this Franchise, all facilities installed or used by Company shall be removed by Company at Company's expense and the property upon which the facilities were used restored by Company to the condition it was in before installation except that City may elect to acquire the facilities for their fair market value as provided by law. Value shall be determined by an appraiser who is mutually acceptable to City and Company. City agrees to provide Company with written notice of its intention to acquire Company's facilities pursuant to this section within 120 days after termination of this Franchise by City, or City's declaration of facilities abandonment by Company, with the closing of any acquisition to occur as soon thereafter as is practicable.

Section 10. Franchise Fee.

1. In consideration for a grant of franchise and in addition to and not in lieu of any generally applicable fee payable to City for an application for a franchise or for any permits required to work on facilities or to work in the right-of-way, Company shall pay to City:
 - a. an amount equal to seven percent (7%) of Gross Revenues.
 - b. In lieu of all or a portion of the franchise fees required under section 10.1.a, Company may provide telecommunications or other services to the City. Any agreement for the provision of such services will be as mutually agreed by the parties in separate documentation and the offset value of any such services provided to the City will be determined based on the standard rates Company charges to third-party customers for substantially equivalent services.
2. Any amounts owed under Section 10.1.a shall be paid to City quarterly, within 45 days of the end of each calendar quarter.
3. Any failure to pay fees owed under Section 10 when due shall be subject to a delinquency charge of five percent (5%) of the unpaid amount. Delinquency charges are due within thirty (30) days of the applicable payment due date. Failure to make full payment and

associated delinquency charges within sixty (60) days of the applicable payment date shall constitute a violation of this Franchise. In addition, any overdue amounts, including delinquency charges, shall bear interest as described in Section 10.4 below.

4. Franchise fee payments not received by City on or before the due date shall be assessed interest based on the average prime interest rate set by City's bank on December 31st of the previous year, plus three hundred (300) basis points (3%).
5. Company may, at its option, deduct Uncollectible accounts of customers within the corporate limits of City from Company's gross revenues.
6. With each payment, Company shall at the end of each twelve month period, furnish City with a written statement under oath, executed by an officer of Company, verifying the amount of gross revenues of Company within City for the annual period covered by payment computed on the basis set out in Subsection 1 of this section.
7. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this Franchise.

Section 11. Company Records and Reports.

1. Company shall keep accurate books of financial accounts at an office within the state of Oregon throughout the term of this Franchise. Company shall produce all books and records directly concerning its gross revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, upon no less than ten (10) days prior written notice, during normal working hours. City may require periodic reports from Company relating to its operation within City. City shall have the right during the term of this Franchise or within 180 days thereafter to conduct audits of Company's records related to compliance with this Franchise. Such audits shall be undertaken by an accountant selected by Company from a list of three accountants submitted by City. Such audit shall be conclusive and binding on City and Company. The cost of any such audit shall be borne by City, unless the results of any such audit reveal an underpayment of more than 5% of the franchise fee for the period audited. In the case of such underpayment, the full cost of such audit shall be paid by Company. Company shall immediately pay the amount of the underpayment as determined by such audit to City together with 12% per annum interest from the date such payment should have been made to the date the payment is actually made.
2. Any information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law.

Section 12. Permit and Inspection Fees. Nothing in this ordinance shall be construed to limit the right of City to require Company to pay reasonable costs incurred by City in connection with the issuance of a permit, making an inspection, or performing any other service for or in connection with Company or its facilities, whether pursuant to this ordinance or any other ordinance or regulation now in effect hereafter adopted by City.

Section 13. Enforcement and Termination of Franchise for Violation.

1. Default. Time of payment and performance are of the essence in the Franchise. The following shall be events of default:

Section 15. Franchise Term. This Franchise is granted for a term of ten (10) years beginning on the date on which this Franchise ordinance is approved. City agrees to renegotiate in good faith a renewal of this Franchise for a similar term if this Franchise is not in default at its expiration.

Section 17. Severability. If any section, subsection, sentence, clause or portion of this ordinance is for any reason held invalid or rendered unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect constitutionality of the remaining portion thereof. If for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee charged by this ordinance.

TO CITY: City Administrator
City of St. Helens
PO Box 278
265 Strand Street
St. Helens, OR 97051

48832-35656 Ord No 3198 - Astound Broadband Franchise PENDING

Astound Broadband, LLC
401 Kirkland Parkplace, Suite 500
Kirkland, WA 98033

or to such other address as may be specified from time to time by either parties in writing.

Section 18. Interpretation/Jurisdiction. This Franchise shall be deemed to have been entered into in Columbia County, Oregon. Jurisdiction of any dispute shall be in the Circuit Court of the State of Oregon, and venue shall be in Columbia County, Oregon. Interpretation of the Franchise shall be governed by laws of the State of Oregon; to this end, on behalf of the City the City Administrator has the initial authority to interpret this Franchise, with the City Council retaining final authority, in its discretion, to interpret this Franchise.

ASTOUND BROADBAND, LLC

CITY OF ST. HELENS, OREGON

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Read the first time:

October 7, 2015

Read the second time:

October 21, 2015

APPROVED AND ADOPTED this 21st day of October, 2015, by the following vote:

Ayes:

Nays:

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1718

**A RESOLUTION ESTABLISHING DROP BOX RATES
AND SUPERSEDING RESOLUTION NO. 1678**

WHEREAS, according to Ordinance No. 3140, Section 8, Annual Rate Adjustment, commercial drop box franchise holder, Waste Management of Oregon, Inc., may adjust rates annually by a percentage equal to one-half of the annual percent change in the Consumer Price Index (CPI), not to exceed one and one-half percent (1.5%); and

WHEREAS, this year's CPI index was 144.917, up from 144.435 in July of 2014, which was an annual change of 0.334%; and

WHEREAS, one-half of the annual percent change in the CPI for this year would be 0.167%; and

WHEREAS, it is essential that this expense to the City's commercial drop box franchise holder be passed on to their customers effective November 1, 2015.

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

Section 1. Effective November 1, 2015, commercial drop box rates for the City of St. Helens at the Columbia County Transfer Station disposal site are hereby adopted as follows:

PICK-UP, DELIVERY AND DISPOSAL FEES

<u>Box Size</u>	<u>Fees</u>
40 yards	\$ 141.18
30 yards	\$ 141.18
20 yards	\$ 134.11
10 yards	\$ 127.72

COMPACTED PICK-UP, DELIVERY AND DISPOSAL FEES

<u>Box Size</u>	<u>Fees</u>
30 yards	\$268.90 plus 5% franchise fee plus \$86.00 disposal fee per ton

MISCELLANEOUS FEES

Rental per day – all sizes	\$ 4.30
Rental per month – all sizes	\$ 86.04
Mileage – all sizes	\$ 1.69
Disposal fee per ton	\$ 86.00

Plus a 5% franchise fee is added to total monthly charge.

Section 2. Resolution No. 1678 is hereby superseded by this Resolution.

Approved and adopted by the City Council on October 7, 2015, by the following vote:

Ayes:

Nays:

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1719

**A RESOLUTION APPROVING A COUNTY ORDER TO FORM A
TRANSPORTATION DISTRICT WITH A PERMANENT TAX RATE**

WHEREAS, the Board of County Commissioners for Columbia County, Oregon, by order intends to initiate the formation of the Columbia County Rider Transportation District, hereinafter referred to as the "District," which is a transportation district for public transit pursuant to ORS 198.835 and 267.520; and

WHEREAS, the Board's order will also propose a permanent tax rate for the District in the amount of \$0.23 per \$1,000 of assessed property value within the District; and

WHEREAS, the City of St. Helens is located within the service area of the proposed district and pursuant to ORS 198.835(3), no part of a city may be included within the boundaries of the proposed district without a resolution by the City approving that inclusion.

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

1. If the voters approve the formation of the District, then the City Council of the City of St. Helens hereby consents to be included in the District; and
2. A certified copy of this Resolution shall be delivered to the County Board to accompany the request for initiating the formation.

Approved and adopted by the City Council on October 7, 2015, by the following vote:

Ayes:

Nays:

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1720

**A RESOLUTION OF THE CITY OF ST. HELENS TO AUTHORIZE THE
CITY OF ST. HELENS TO ACCEPT A QUITCLAIM DEED FOR
CERTAIN REAL PROPERTY**

WHEREAS, a special election took place on September 20, 2011, on the question of whether the Columbia Health District ("District") should be dissolved, and the dissolution was approved by a vote of 5,535 in favor and 541 opposed; and

WHEREAS, after the election the Board of the District canvassed the vote and declared the District dissolved by Resolution 10-13-2011, approved October 13, 2011; and

WHEREAS, Resolution 10-13-2011 also appointed the Columbia County Board of Commissioners to act as the board of trustees for the dissolved District, to pay the debts of the District or procure releases thereof and dispose of the property of the District pursuant to the Plan for Dissolution adopted by the District Board and approved by the voters on September 20, 2011; and

WHEREAS, ORS 198.955(2) provides that if property of a district is located within the corporate limits of a city, such property shall, upon dissolution of the district, vest in the city in which it is located; and

WHEREAS, at the time of dissolution, the Columbia Health District owned certain property located on the north side of Millard Road between Chase Road and Division Road in St. Helens, Oregon, Tax Map ID No. 4108-CB-00401; Tax Account #434199, and legally described on the attached Exhibit A (the "Property"); and

WHEREAS, the Property is located within the corporate limits of the City of St. Helens; and

WHEREAS, on January 3, 2012, the District, by and through Chuck Larsen, a taxpayer, and Brady Preheim and Joe Cason, purported trustees of the District, filed Case No. 12-2000 in the Columbia County Circuit Court ("Court") against the Board of County Commissioners, Trustees of the District, seeking a permanent injunction preventing the Trustees of the Columbia Health District from conveying the Property to the City of St. Helens; and

WHEREAS, on January 3, 2012, the District filed Case No. 12-2001, In the matter of the Columbia Health District Resolution 2011-7; and

WHEREAS, on December 28, 2012, the Court, having consolidated the two cases, issued a letter opinion granting summary judgment in both cases against plaintiffs and in favor of all defendants and intervenors as to all claims based upon the Court's determination that the actions complained of were within the statutory authority of the Columbia County Commissioners in their capacity as trustees of the dissolved Columbia Health District; and

WHEREAS, according to the Court, “(f)ollowing the election in which the votes overwhelmingly decided to dissolve the district, the then District Board of Directors appointed the Columbia County Board of Commissioners to act as the Board of Trustees pursuant to ORS 198.945(1) for purposes of disposing of the districts assets and paying any remaining debts as set out in Resolution No. 10-13-2011 which was adopted on October 13, 2011”; and

WHEREAS, the Court entered its general judgments in the two cases on February 7, 2013, dismissing Petitioner’s claims in Case No. 12-2001, and dismissing Plaintiff’s claims against Defendants, Tony Hyde, Earl Fisher, Henry Heimuller, and the City of St. Helens in Case No. 12-2000 with prejudice; and

WHEREAS, the General Judgment in Case No. 12-2000 further ordered that the Property shall vest exclusively with the City of St. Helens and that Plaintiff shall promptly execute and deliver to St. Helens a Quit Claim Deed transferring title to the Property upon entry of the judgment; and

WHEREAS, on March 8, 2013, Plaintiffs filed their Notice of Appeal to the Oregon Court of Appeals in both cases; and

WHEREAS, on February 4, 2015, the Oregon Court of Appeals affirmed the Circuit Court’s decision without opinion (Appellate No. A153741); and

WHEREAS, thereafter, plaintiffs failed to timely file a petition for review with the Oregon Supreme Court; and

WHEREAS, the Oregon Court of Appeals entered its general judgment and supplemental judgment against petitioners effective June 4, 2015; and

WHEREAS, all appeals have now been exhausted; and

WHEREAS, pursuant to ORS 198.955 and by order of the Court, the Property shall vest exclusively with the City of St. Helens and the Board of County Commissioners, as Trustees of the District, shall promptly execute and deliver to the City of St. Helens, a quit claim deed; and

WHEREAS, the Columbia County Board of Commissioners, acting as the Trustees for the Columbia Health District at its September 23, 2015 meeting, authorized the form of and execution of a deed (“Deed”) quitclaiming its interest in the Property; and

WHEREAS, the St. Helens City Council finds that it is the City’s legal duty to accept the Deed; and

WHEREAS, the St. Helens City Council desires to authorize the Mayor or his designee to undertake all tasks necessary in connection with accepting delivery of the Deed, executing an acceptance of the Deed, and executing any other agreements and documents necessary to carry out the intent of this Resolution.

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

The Mayor or his designee is authorized to undertake all tasks necessary in connection with accepting delivery of the Deed, executing an acceptance of the Deed, and executing any other agreements and documents necessary to carry out the intent of this Resolution.

Approved and adopted by the City Council on October 7, 2015, by the following vote:

Ayes:

Nays:

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A Property Legal Description

Account ID 434199 Township 4N Range 1W Section 08 1/4 C B Taxlot 00401 Special Interest

1/3/2012 8:59

Size Totals	Code	Acres	Sqft	Alternate Size
0211	2009	8.35		
279618	2009	CLERK - BOR	WD	2009 2852 1
ADDDG NEW DESCRIPTION				
Size Totals	Code	Acres	Sqft	Alternate Size
0211		8.35		

EXHIBIT PAGE 1 OF 1

Action, Maps and Bounds

Add: A portion of the John McNulty Donation Land Claim No. 50, located in the Northwest one-quarter and in the Southwest one-quarter of Section 8, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 23 of FRILOK PARK, being a 1 inch iron pin on the southerly right-of-way line of Maple Street (25.00 feet from centerline);

Thence along said Southerly right-of-way line North 89° 06' 31" East 149.48 feet to a point from which a 1-1/2 inch iron pin bears South 09° 22' 10" East 1.21 feet;

Thence along the Westerly line of Book 148, Page 96, South 05° 22' 10" East 110.07 feet to a 1/2 inch iron pipe;


Thence along the Southwesterly line of said Book 148, Page 96, South 45° 07' 00" East 25.20 feet to a point in the center of McNulty Creek; Thence along the center of said creek along the following courses:

North 11° 16' 12" West 7.92 feet;
North 65° 34' 40" East 27.61 feet;
North 81° 05' 05" East 67.62 feet;
South 80° 37' 07" East 53.35 feet to the Northeast corner of Dead Book 148, Page 94 from which a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR" bears South 01° 33' 00" East 20.00 feet; Thence along the East line of said Dead Book 148, Page 94 from which a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR" bears the True Point of Beginning; Thence continuing along said East line South 01° 33' 00" East 693.90 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "DEWEY SURVEYING INC." on the Northerly right-of-way line of Millard County Road (20.00 feet from centerline); Thence along said Northerly right-of-way line North 89° 15' 37" West 525.01 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "DEWEY SURVEYING INC."; Thence along the West line of Dead Book 144, Page 313 North 01° 33' 54" West 694.09 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR"; Thence leaving the East line of said Book 144, Page 313 South 89° 14' 26" East 525.20 feet to the TRUE POINT OF BEGINNING.

Seq	Voucher ID	Tax Year	Document Source	Type	ID #1	ID #2	PID	Source ID	PT	Operation	To/From Map
1	409937	2010	CLERK - BOR	DID	2009	6441	2			SIZE CHANGE	
ROAD DEDICATION, PART TO MILLARD RD PER F09-00441											

Size Changes	Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
0211		-0.12 Acres	0			
Size Totals	Code	Acres	Sqft	Alternate Size		
0211		8.23				

COUNCIL ACTION SHEET

To:	The Mayor and Members of City Council	
From:	Sue Nelson, Public Works Engineering Director Neal Sheppard, Public Works Operations Director	
Date:	7 October 2015	
Subject:	Award Purchase of Backhoe	

Background:

The Public Works Operations Department utilizes a variety of different types of machinery and equipment to accomplish the many projects they deal with on a daily basis. The life-cycle of each piece of equipment is unique, and in most cases is based on hours of use rather than mileage. Normally equipment that has reached the end of its useful life is replaced in kind, unless there is a rational reason to do otherwise. During the 2015/2016 budget development, the City's 2001 CAT 420D backhoe loader with approximately 3,500 hours was identified to be in need of replacement.

State contracting law allows utilization of interstate cooperative procurement processes for obtaining competitive bids to streamline the purchasing process and save costs. Competitive bids for a new John Deere 410L backhoe loader were received by the Houston-Galveston Area Council Buy program (HGAC Buy) from Pape Machinery, Inc., of Portland, Oregon. The City is a member of HGAC Buy and has previously purchased equipment through their program. The low bid was \$149,445.25, less the trade-in of \$30,000.00 for the 2001 CAT 420D backhoe loader and a customer loyalty discount of \$24,445.25. The total of the new backhoe purchase nets to \$95,000.00. The backhoe replacement is included in the 2015/2016 approved budget for \$145,000.00.

Public contracting rules require that the City advertise the intent to purchase through an interstate cooperative agreement for seven days. If any comments are received within that time they are to be reviewed by the City Attorney and a written determination will be made of whether it is in the City's best interest to enter such an agreement. If no comments are received within the comment period, the purchase may be finalized.

Recommendation:

Council award bid for the John Deere 410L Backhoe Loader purchase to Pape Machinery Inc. through the HGAC Buy purchasing program in the amount of \$95,000.00, subject to approval by City Attorney at the end of the specified comment period.

Attachment:

HGAC Buy contract pricing worksheet.



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

**Contract
No.:**

EM06-15

Date
Prepared:

8/25/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of St. Helens	Contractor:	Pape' Machinery, Inc.
Contact Person:	Brett Long	Prepared By:	Khia Branch
Phone:	503.319.3607	Phone:	503.978.3649
Fax:	503.366.3029	Fax:	503.978.3669
Email:	BrettL@ci.st-helens.or.us	Email:	kbranch@papemachinery.com

Product Code:	230	Description:	John Deere 410L Backhoe Loader
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

94031.25

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

[illegible]

C. Unpublished Options - Itemize below - Attach additional sheet if necessary

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Gannon 12" Bkt	1050		
Gannon 24" Bkt	1325		
		Subtotal From Additional Sheet(s):	
			Subtotal C: 2375

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

2%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	142345.25	=	Subtotal D:	142345.25
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description		Cost	Description		Cost
Parts & service manuals, Beacon/install, SMV/install, Fire			Less trade of Cat 420D #CAT0420DCFDP03985		-30000
Extinguisher		1250	Equipped with MP Bkt, 12" and 24" B/H Bkts.		
ASI, PDI, Inbound Freight & Delivery		4200	Pape' Customer Loyalty Discount		-24445.25
PowerTrain+Hydraulics Warranty: 36 mo/5,000 hours		1650			
			Subtotal E:		-47345.25

Delivery Date:

30 days

F. Total Purchase Price (D+E):

95000

**STATE OF OREGON
DEPARTMENT OF STATE LANDS
AMENDED AND RESTATED
SUBMERGED AND SUBMERSIBLE LAND LEASE**

42848-ML

This Lease is an amendment to and restatement of that certain submerged and submersible lands lease, 42848-ML, dated the 10th day of September, 2009, by and between the State of Oregon, by and through the Oregon State Land Board and the Department of State Lands, and City of St. Helens, as lessee:

The State of Oregon, by and through the Oregon State Land Board and the Department of State Lands ("State"), hereby leases to the person(s) herein named ("Lessee"), the following described lands on the terms and conditions stated herein (the "Lease"):

NAME of LESSEE:
City of St. Helens

ADDRESS:
PO BOX 278
St. Helens, OR 97051

Legal classification of Lessee is a Political Subdivision,

Lands situated in Columbia County more fully described as follows:

All state-owned submerged lands on the left bank of the Columbia River in Section 34CC, Township 5 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at the intersection of the Southerly Right-of-Way line of Wyeth Street and the Easterly Right-of-Way line of River Street (Columbia County Assessor's Map 40103BA);

thence waterward along the Southerly Right-of-Way line of Wyeth Street to the intersection with the Mean Low Tide Line of the Columbia River and the TRUE POINT OF BEGINNING;

thence waterward and perpendicular to the thread of stream a distance of 475 feet, more or less;

thence downstream a distance of 55 feet;

thence shoreward a distance of 65 feet;

thence upstream a distance of 40 feet;

thence shoreward a distance of 410 feet, more or less;

thence upstream a distance of 15 feet, more or less, to the TRUE POINT OF BEGINNING;

Containing 0.23 acres or 10,000 square feet, more or less, as shown on Exhibit "A."

Hereinafter referred to as the "Leasehold".

SECTION 1 - LEASE TERM; RENEWAL; TERMINATION

- 1.1 Term: This Lease will continue for a period of 9 years commencing on June 1, 2015, the month and date of which will be known as the "Lease Anniversary Date," and expiring on May 31, 2024, unless terminated earlier as provided under Section 1.4 or Section 7.2 below.
- 1.2 Renewal: Lessee may apply to renew this Lease for successive 15 year terms by submitting a completed lease renewal application form to State not less than 180 days prior to the expiration of the current term. Upon receipt of the application, State shall renew this Lease unless:
 - 1.2.1 State determines, in its sole discretion, that Lessee has not complied with the terms of this Lease, the applicable statutes or Oregon Administrative Rules; or
 - 1.2.2 Lessee is no longer the preference right holder as provided in ORS 274.040(1) and defined in OAR 141-082-0255; or
 - 1.2.3 State determines that the renewal of this Lease for all or any portion of the Leasehold would be contrary to local, state, or federal law, or would be inconsistent with the policies set forth in OAR 141-082-0260.
- 1.3 Notice of Intent Not to Renew: Except as otherwise provided in this Lease, State shall provide written notice to Lessee two years in advance if State intends not to renew this Lease for all or any portion of the Leasehold. If State determines not to renew this Lease, but less than two years remain in the Lease term, State shall, at Lessee's request, extend the term of this Lease to complete the two year notice period, within which time Lessee shall vacate that portion of the Leasehold upon which the Lease is not being renewed and relocate any sublessees in an orderly fashion.
- 1.4 Termination Upon Mutual Consent: This Lease may be terminated by mutual written consent of Lessee and State.

- 1.5 Holdover: If Lessee does not vacate the Leasehold at the expiration or upon termination of the Lease, State may treat Lessee as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term, renewal, and Rent. State may unilaterally establish a new Rent for the month-to-month tenancy, payable monthly in advance. If a month-to-month tenancy results from holdover by Lessee under this Section, the tenancy will be terminable at the end of any monthly rental period upon Notice from State given not less than 30 days prior to the termination date specified in the Notice.

SECTION 2 – RENT; OTHER ASSESSMENTS

- 2.1 Initial Annual Rent: The rental payment to be paid by Lessee to State (the "Rent") for the first year of the Lease is \$372.00, based on the following Flat Rate, Minimum Applies. Receipt of the first year's Rent is hereby acknowledged.

	Use Class	Area (square ft.)	Rate Choice	Annual Rent
a)	Commercial Marina/Moorage	10,000 sq. ft	Flat Rate, Minimum Applies	\$372.00
TOTAL				<hr/> \$372.00

- 2.2 Annual Rent Adjustment: The Rent will be adjusted annually in accordance with the provisions of OAR 141-082-0305 in effect at the time. Each payment is due on the Lease Anniversary Date established in Section 1.1.
- 2.3 Address for Rent Payments: Until State provides notice of a change in address (using a method described in Section 10.4), Lessee shall deliver all Rent payments to the following address:
 Department of State Lands
 775 Summer St. NE, Suite 100
 Salem, OR 97301-1279
- 2.4 Assessments: Lessee shall pay all taxes or assessments, or both, that are levied against the Leasehold, whether or not such taxes or assessments, or both, have been levied in the past against the Leasehold or State by the assessing agency.
- 2.5 Liens: With the exception of mortgages or other security interests authorized by State under Section 6, Lessee shall immediately cause to be discharged any lien or other charge placed on the Leasehold or its Improvements, arising directly or indirectly out of Lessee's actions. State may terminate this Lease if Lessee fails to discharge any lien or charge or provide State with a sufficient bond covering the full amount of the lien after ten days Notice to do so by State. Lessee shall pay and indemnify State for all costs, damages or charges of whatsoever nature, including attorney's fees, necessary to discharge such liens or charges whether

the costs, damages or charges are incurred prior or subsequent to any termination of this Lease.

- 2.6 Late Charges and Interest: Late payments by Lessee of Rent and other charges due under the Lease will cause State to incur costs and other damages not otherwise addressed in this Lease, the exact amount of which will be difficult to ascertain, including costs associated with administrative processing and accounting. In recognition of the foregoing, the parties agree that, notwithstanding other remedies permitted under the Lease and in addition to these remedies, if Lessee has not made full payment of amounts due within 20 days of the date payment is due, Lessee shall pay an additional charge equal to five percent of the amount of the late Rent or other charge. In addition, all amounts due and owing under this Lease, including late charges, will bear interest at the lower of: (a) the highest interest rate allowable by law, or (b) 12% per year.

SECTION 3 - USE AND RESTRICTIONS ON USE

- 3.1 Authorized Use: This Lease grants to Lessee the right to use the Leasehold for the specific purpose(s) described below in accordance with the Lease terms and conditions, applicable local (including local comprehensive land use planning and zoning ordinances), state and federal laws and the applicable Oregon Administrative Rules.

Lease serves as pass-through for St. Helen's Marina LLC for Commercial Marina/Moorage use. Marina is subleasee of the City.

- 3.2 Restrictions on Use: Lessee shall:

3.2.1 comply with all applicable local, state and federal laws and regulations affecting the Leasehold and its use, including local comprehensive land use planning and zoning ordinances, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use;

3.2.2 dispose of all waste in a proper manner and not allow debris, garbage or other refuse to accumulate within the Leasehold, and, if Lessee allows debris, garbage or other refuse to accumulate within the Leasehold, allow State to remove the debris, garbage and other refuse, and collect the cost of such removal from Lessee;

3.2.3 not cut, destroy or remove, or permit to be cut, destroyed or removed, any vegetation that may be upon the Leasehold except with written permission of State, and promptly report to State the cutting or removal of vegetation by other persons;

3.2.4 conduct all operations within the Leasehold in a manner which conserves fish and wildlife habitat, protects water quality, and does not contribute to soil erosion or the growth of noxious weeds;

3.2.5 maintain all buildings, docks, pilings, floats, gangways, similar structures, or other improvements (each an "Improvement") in a good state of repair; and

3.2.6 not unreasonably interfere with the public's trust rights of commerce, navigation, fishing or recreation.

- 3.3 Condition of Leasehold and Improvements: Lessee represents that it has inspected the Leasehold and Improvements, if any, and accepts the Leasehold and all Improvements in their present condition, AS IS. State has made no oral or written representations concerning the condition of the Leasehold or its Improvements, if any, nor their fitness or suitability for any purpose.
- 3.4 Limitation on Improvements: Lessee may not construct or place upon the Leasehold any Improvement that exceeds \$15,000 in cost or value unless Lessee has first obtained the prior written authorization of State or the Improvement is exempt under OAR 141-082-0300. State shall not unreasonably withhold or delay its approval for Improvements consistent with the purposes of this Lease. All Improvements must be consistent with the authorized use(s) of this Lease stated in Section 3.1 and in compliance with all applicable laws, regulations, and ordinances as stated in Section 3.2.1.
- 3.5 Disposition of Unauthorized Improvements or Structures: Lessee shall remove all unauthorized Improvements from the Leasehold upon receiving Notice from State, unless State elects to remove the Improvements at Lessee's cost and expense.
- 3.6 Removal of Authorized Improvements: Lessee shall remove all authorized Improvements within 90 days after the termination or expiration of the Lease or modification of the Lease under Section 4.2, unless otherwise agreed by the parties or the Improvement is exempt under OAR 141-082-0310. Lessee is responsible for any damage done to the Leasehold as a result of the removal of any Improvement. Any Improvement remaining on the Leasehold after the 90 days will at the option of State become the property of State, unless otherwise agreed by the parties.

3.7 Liability: Lessee shall defend, indemnify and hold State harmless from and against all claims, demands, actions, suits, judgment, losses, damages, penalties, fines, costs, and expenses (including expert witness fees and costs and attorney's fees in an administrative proceeding, at trial, or on appeal) arising from or attributable, in whole or in part, to the Lease or any operations conducted or allowed by Lessee on the Leasehold. As used in this Section 3.7 only, "State" means the State of Oregon and its boards, commissions, agencies, officers, employees, contractors, and agents.

3.8 Waste Water Disposal: In addition to any other applicable laws and regulations, Lessee shall obtain any permits required by state or local authorities and shall comply with Oregon Department of Environmental Quality and Oregon State Marine Board requirements for sewage collection and waste water disposal for boats and floating structures.

3.9 Hazardous Substances:

3.9.1 Lessee shall not use, store, or dispose of, or allow the use, storage, or disposal within the Leasehold of any material that may pose a threat to human health or the environment, including without limitation, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") except in strict compliance with applicable laws, regulations and manufacturer's instructions, and Lessee shall take all necessary precautions to protect human health and the environment and to prevent the release of any Hazardous Substance on or from the Leasehold.

3.9.2 Lessee shall keep and maintain accurate and complete records of the amount of all Hazardous Substances stored or used on the Leasehold, and shall immediately notify State of any release or threatened release of any Hazardous Substance on or from the Leasehold or otherwise attributable to operations or activities on the Leasehold.

3.9.3 If any Hazardous Substance is released, and the release arises from or is attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Leasehold, Lessee shall promptly and fully remediate the release in accordance with state and federal regulations and requirements. If Lessee fails to so remediate, State may remove and remediate any release of a Hazardous Substance on or from the Leasehold or attributable to operations or activities conducted or allowed by Lessee on the Leasehold and collect the cost of removal or remediation from Lessee either as additional Rent or as damages.

3.9.4 In addition to any duty to indemnify specified elsewhere in this Lease, Lessee shall indemnify State to the fullest extent allowed by Oregon law against any claim or costs arising from or related to a release of a Hazardous Substance arising from or attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Leasehold.

- 3.10 Weed Control: Lessee shall control plant pests and diseases and noxious weeds, including aquatic weeds, within the Leasehold as directed by the local county weed control district, the Oregon Department of Agriculture or any other governmental authority which has authority for the prevention or control, or both, of noxious weeds, plant pests or diseases, or as may be authorized or directed by State.

SECTION 4 - MODIFICATION OF LEASEHOLD AREA OR USE

- 4.1 Change of Leasehold Area or Use: Lessee may request that State amend the Lease to expand or reduce the size, or change the authorized use, of the Leasehold using a form provided by State. However, no such amendment will be effective unless authorized in writing by State. State shall process and review requests to amend the Lease in the same manner as a new lease application.
- 4.2 Special Conditions Applicable to Reductions in Leasehold Area. This Lease may be amended to reduce the Leasehold area only if the portion of the Leasehold to be removed from the Lease does not contain any Improvement. If the amendment results in a reduction of Rent due under the Lease, the reduction will be effective commencing on the Lease Anniversary Date that falls at least 12 months after the later of: (a) the date of the reduction in the Leasehold area; or (b) the date on which the amendment is fully executed.
- 4.3 Lessee Liable for Violations. Notwithstanding any reduction in the Leasehold area under this section, Lessee shall remain liable for any violation of Section 3.8 or 3.9 occurring on lands removed from the Leasehold prior to the amendment removing such lands.

SECTION 5 – RESERVATIONS

- 5.1 Access: State reserves a right of access to the Leasehold, which, subject to any applicable provisions of the Oregon Residential Landlord and Tenant Act, ORS chapter 90, the State may exercise at all reasonable times to inspect and manage the State's interest in the Leasehold and to evaluate and ensure compliance with the terms and conditions of this Lease. State may examine pertinent records of Lessee for the purpose of ensuring compliance with the Lease.
- 5.2 Minerals: State reserves all rights to coal, oil, gas, geothermal resources and other minerals, and all deposits of clay, stone, gravel and sand valuable for building, mining, or commercial purposes including, without limitation, the right to explore, mine, develop, produce and remove such minerals and other deposits, along with the right of ingress and egress for these purposes, and to terminate this Lease as to all or any portion of the Leasehold when required for these

purposes with 120 days prior written notice to Lessee or as otherwise provided by law.

- 5.3 Easements: State reserves the right at any time to grant easements across the Leasehold for tunnels, telephone and fiber optic cable lines, pipelines, power lines, or other lawful purpose, along with the right of ingress and egress for these purposes, subject to the inclusion in any such grant of easement of a requirement that the easement holder take all reasonable precautions to ensure that exercise of their easement rights does not unreasonably interfere with Lessee's use(s) authorized in the Lease.
- 5.4 Public Access and Recreational Use: All state-owned submerged and submersible land must remain available and open to the public for commerce, navigation, fishing and recreation unless restricted or closed by State to public entry pursuant to the provisions of applicable Oregon Administrative Rules. Lessee may request State, but State is not obligated, to close the Leasehold to public entry or restrict recreational use by the public on all or portions of the Leasehold to protect persons or property from harm arising from or in connection with Lessee's activities.

This reservation does not grant the public any right to use or occupy, without Lessee's permission, Lessee-owned property or structures authorized under this Lease.

- 5.5 Other: State reserves all other rights not expressly granted to Lessee under this Lease.

SECTION 6 – ASSIGNMENTS; SUBLEASES

6.1 Assignment and Sublease:

6.1.1 Except as provided in Section 6.2, Lessee may not assign this Lease or sublease the Leasehold or any portion of the Leasehold nor enter into any third party agreement respecting the Lease or the Leasehold without first obtaining the prior written consent of State pursuant to the requirements of the applicable Oregon Administrative Rules. Requests must be in writing using an application form prescribed by State. The application must be received by State at least 30 calendar days prior to the proposed effective date of the sublease or assignment. State shall make a good faith effort to complete its review of Lessee's application within 30 days following receipt. If the application is incomplete, or if State requests additional information concerning the proposed assignment or sublease, the time period for reviewing applications may be extended and the proposed sublease or assignment may be delayed pending the completion of such review.

6.1.2 State reserves the right to condition its consent to an assignment or sublease as State deems reasonably prudent, including the right to require

changes to the terms of this Lease. Each assignee, sublessee, and third party interest will be required to comply with all of Lessee's obligations under this Lease, and the applicable Oregon Administrative Rules. Lessee will remain liable for the performance of all obligations under this Lease unless State's written consent expressly releases Lessee from further liability.

6.1.3 For the purposes of this section, if Lessee is a corporation or partnership or limited liability company, the transfer of any corporate stock or partnership or membership interest (including by operation of law) will be deemed an assignment subject to the provisions of this section if the result of the transfer is a change of management control or controlling interest in Lessee.

6.1.4 Lessee may not grant a mortgage or security interest in this Lease without prior written consent of State, which consent shall not be unreasonably withheld. Any subsequent assignment by the creditor will require the prior written approval of State.

6.2 Permitted Assignments and Subleases: Notwithstanding Section 6.1 of this Lease, the following assignments, mortgages and security interests, and subleases of Lessee's interest in the Leasehold are permitted and written notice to State is not required:

6.2.1 subleases of portions of Lessee's interest in the Leasehold area in the ordinary course of Lessee's business for the purposes approved under Section 3.1;

6.2.2 the sublease of the entire Leasehold for a term that is less than one year for a purpose specified in Section 3.1; or

6.2.3 the transfer of Lessee's interest in the Lease to a surviving spouse or immediate family member following the death of Lessee; except that, any other transfer of ownership following the death of Lessee is considered an assignment requiring State's approval.

SECTION 7 – DEFAULT

7.1 Default: The following are events of default:

7.1.1 Failure of Lessee to pay any rent, tax, reimbursement or other charge or payment due under the Lease within 20 days after the date payment is due. For the purposes of this subsection, if the due date for payment is not otherwise stated in this Lease or otherwise defined in statute or administrative rule, payment is due on the date set forth in the Notice from State to Lessee informing Lessee of its obligation to pay the charge or payment.

7.1.2 Failure of Lessee to comply with any non-payment-related term or condition or obligation of the Lease within 30 days after Notice by State specifying the nature of the deficiency, or, in the event of an emergency, within the time specified by State to resolve the emergency. Upon timely request from Lessee, State may in its good faith discretion permit the deadline for curing non-compliance to be extended if it finds that: (1) the default cannot reasonably be cured within the 30 day period; (2) the interests of State will not be harmed by an extension; (3) default was not due to the willful act or gross negligence of Lessee; and (4) State and Lessee mutually agree upon a written plan and timeline for curing the non-compliance.

7.1.3 Any of the following:

- a) insolvency of Lessee;
- b) the filing by Lessee of a voluntary petition in bankruptcy;
- c) an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee;
- d) the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within 30 days after filing; or
- e) attachment of or the levying of execution on the Leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten days.

If Lessee consists of two or more individuals or business entities, the events of default specified in this paragraph apply to each individual or entity unless within ten days after an event of default occurs the remaining individuals or entities produce evidence satisfactory to State that they have unconditionally acquired the interest of the one causing the default. If the Lease has been assigned under Section 6 of this Lease, the events of default specified in this subsection apply only with respect to the one then exercising the rights of Lessee under the Lease.

7.1.4 Notwithstanding the above, if State in good faith believes that a material default has occurred which may imperil State's rights in the land or the discharge of its Constitutional obligations with respect to the land, State may declare an immediate default without any right of Lessee to cure the deficiency.

7.2 Termination of Occupancy Upon Default: State may terminate Lessee's right to occupy the Leasehold for any default by Lessee that remains uncured past the time provided in Section 7.1. State shall exercise its right to terminate Lessee's occupancy under this section by providing Notice to Lessee of the default and of State's intent to terminate Lessee's right of occupancy under the Lease upon the date provided in the Notice. State may recover from Lessee all costs arising out of State's re-entry and, if State and Lessee mutually agree to terminate the Lease as provided in Section 1.4, all costs of re-letting the Leasehold. If State and Lessee mutually agree to terminate the Lease, State may recover the amount of unpaid rent that otherwise would have been required to be paid under the Lease from the date of default until a new Lease has been secured or, if

State and Lessee do not agree to terminate the Lease and State is unable to secure another lessee for the Leasehold, until such time as the Lease expires. Lessee shall dispose of all Improvements as specified in Section 3.6 of this Lease. If Lessee owns a floating home and has placed the home on the Leasehold pursuant to the provisions of Section 3.1 of this Lease, the lease termination provisions of ORS chapter 90 will apply to the extent the provisions of this Lease are inconsistent with this chapter.

7.3 State's Right to Cure Defaults:

7.3.1 If Lessee fails to perform any obligation under this Lease, State may perform the obligation of the Lease 30 days after providing Notice to Lessee. All of State's expenditures to carry out the obligation must be reimbursed by Lessee on demand with interest at the rate of one percent per month accrued from the date of expenditure by State.

7.3.2 Notwithstanding Section 7.3.1, but subject to ORS chapter 90 if applicable, if any violation of a term or condition of this Lease, including without limitation use of the Leasehold in a manner not permitted under the Lease, is causing or threatens to cause personal injury or damage to the Leasehold or other property, or if damage to the Leasehold arises from some other cause, State may immediately enter upon the Leasehold and take such action as it deems necessary to stop the use or mitigate the injury or damage. If the injury or damage is due to a violation of the terms or conditions of this Lease, Lessee will be liable for all costs incurred by State as a result of the violation and the action taken by State to mitigate the injury or damage. State, at its option, may send Notice to Lessee of the violation and, upon receipt of the Notice, Lessee shall immediately cease the violation and repair the injury or correct all damage caused by the violation. State's failure to provide Notice of a violation may not be deemed a waiver of the violation by State or authorization to Lessee to continue or fail to correct the violation.

SECTION 8 – INSURANCE; BONDS

8.1 LESSEE shall maintain during the term of this License, the required insurance coverages described in attached Exhibit B.

8.2 Bond: State reserves the right to require Lessee to furnish to State a surety bond or an equivalent cash deposit or certificate of deposit, in an amount to be determined by State in the exercise of its reasonable discretion, which names the State of Oregon as co-owner to ensure that Lessee will perform in accordance with all terms and conditions of the Lease.

SECTION 9 - ADDITIONAL CONDITIONS AND STIPULATIONS

9.1 None.

SECTION 10 - MISCELLANEOUS

10.1 Entire agreement: This Lease, together with the attached exhibits and attachments, constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Lease will bind either party unless in writing. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given, and will be valid and binding only if it is signed by each party. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Lease. This Lease supersedes all prior or existing lease or rental agreements between the parties with respect to the Leasehold described in this Lease.

10.2 No Partnership: State is not a partner nor in a joint venture with Lessee in connection with any business carried on in connection with this Lease or the Leasehold and has no obligation for Lessee's debts or other liabilities.

10.3 Non-Waiver: Waiver by either party of strict performance of any provisions of this Lease will not be a waiver nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

10.4 Notices:

10.4.1 Any communication required by the terms of this Lease to be given in writing (hereafter, a "Notice") must be given or be served by:

- a) depositing the same in the United States mail, postage prepaid; registered or certified mail, with return receipt requested; or
- b) personal delivery service with all charges billed to shipper; or
- c) expedited delivery service with all charges billed to shipper; or
- d) prepaid telegram, telex or facsimile;
- e) addressed to the party for whom the Notice is intended at the address set forth below or at such other address as the party may designate from time to time.

For Notices to Tenant:

City of St. Helens
PO BOX 278
St. Helens, OR 97051

For Notices to Landlord:

Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279

10.4.2 Notice is deemed received:

- a) upon receipt if sent by telegram, telex or facsimile or if personally delivered (as long as delivery is confirmed by the receiving telex or facsimile operator, including electronic confirmation of receipt, or by the courier delivery service, as the case may be); or
- b) three business days after the date of deposit in a post office or other official depository under the care and custody of the United States Postal Service, if sent by United States mail; or
- c) on the date of delivery by any expedited delivery service, or
- d) on the date any party declines to accept any Notice given as provided in this section.

10.4.3 Each party shall have an address, for Notice purposes, that is within the continental United States and, if any party resides outside the continental United States, the party shall designate an agent for the purpose of receiving Notices whose address is within the continental United States. Any party may change its address for the purpose of receiving Notices by delivering a Notice of the change of address to the other party as described in this section 7.3.

10.4.4 Communications between the parties that are not required by this Lease to be in writing may be by any mutually acceptable method.

- 10.5 Governing Law; Venue: This Lease and all matters related to the rights and responsibilities of the parties under it are governed by and subject to the laws of the State of Oregon and the administrative rules of the Department of State Lands and the State Land Board, as they may change from time to time. The Oregon Administrative Rules contain terms and conditions which relate to the rights and responsibilities of the parties under this Lease, and all such terms and conditions (as they may change from time to time) are hereby incorporated by reference and made a part of this Lease. Any claim, action, suit or proceeding (collectively, a "Claim") between State and Lessee that arises from or relates to the Lease must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; except that, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. However, in no way is this section or any other provision of this Lease to be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court. Lessee, by execution of this Lease, hereby consents to the personal jurisdiction of all such courts.

- 10.6 Binding on Successors: This Lease is binding on and will inure to the benefit of the successors and assigns of the parties to it, but nothing in this section may be construed as a consent by State to any disposition or transfer of the Lease or any interest in it by Lessee except as otherwise expressly provided in this Lease.
- 10.7 Nondiscrimination: The Leasehold must be used in a manner, and for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender, or national origin.
- 10.8 Right To Sue More Than Once: State may sue periodically to recover damages accrued to date and no action for damages will bar later actions for damages subsequently accruing.
- 10.9 Remedies Cumulative: The remedies contained in this Lease are in addition to, and do not exclude, any other remedy available at law or in equity, and the exercise by either party of any one or more of its remedies does not preclude the exercise by it at the same or different times of any other remedies for the same default or breach by the other party.
- 10.10 Attorney Fees: If suit or action is instituted in connection with any controversy arising out of or in connection with this Lease, the prevailing party is entitled to recover all costs and disbursements incurred, including such sums as the court may adjudge reasonable as attorney fees at trial and on any appeal of the suit or action, and in any bankruptcy case or proceedings. State's obligation under this section is subject to the limitations of Article XI, section 7 of the Oregon Constitution.
- 10.11 Exhibits: All Exhibits to which reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not they are actually attached. References to "this Lease" include matters incorporated by reference.
- 10.12 Survival. Termination or expiration of the Lease will not extinguish or prejudice State's right to enforce the provisions of this Lease relating to indemnification, access to records, governing law, venue and consent to jurisdiction.

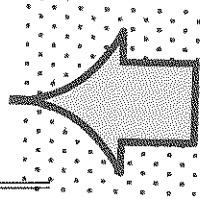
Lessee, by the signature below of its authorized representative, hereby acknowledges that Lessee has read this Lease, understands it and agrees to be bound by its terms and conditions.

STATE:

The State of Oregon, acting by
and through the Oregon State
Land Board and the
Department of State Lands
775 Summer ST NE, STE 100
Salem, OR 97301-1279

LESSEE:

City of St. Helens
Political Subdivision
PO BOX 278
St. Helens, OR 97051



DSL Authorized Signature/Printed Name

Signature/Title
(Note requirement below)

Date

Date

Note: If Lessee is a corporation, partnership, limited liability company or other form of business entity, signer warrants that s/he has the authority to sign the Lease on behalf of such entity by resolution of its Board of Directors or equivalent, or through delegation of authority to the signer.

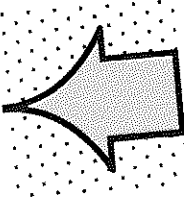
STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of

_____, _____, by _____
(name of officer or agent of corporation)
the _____ of _____
(title of officer or agent) (name of business entity)
a _____
(state or place of incorporation) (corporation, general partnership, limited liability company, etc.)

on behalf of said _____
(corporation, general partnership, limited liability company, etc.)

Signature
My commission expires _____



CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

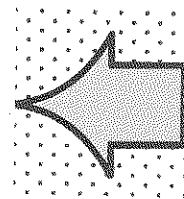
By signature on this Lease for Lessee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Lessee and that Lessee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

Signature: _____

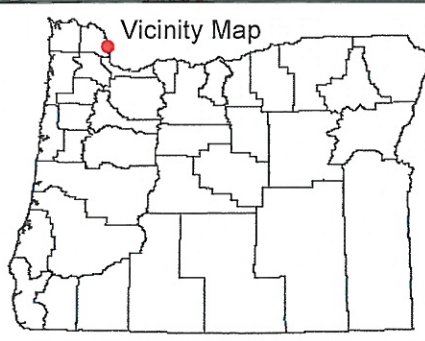
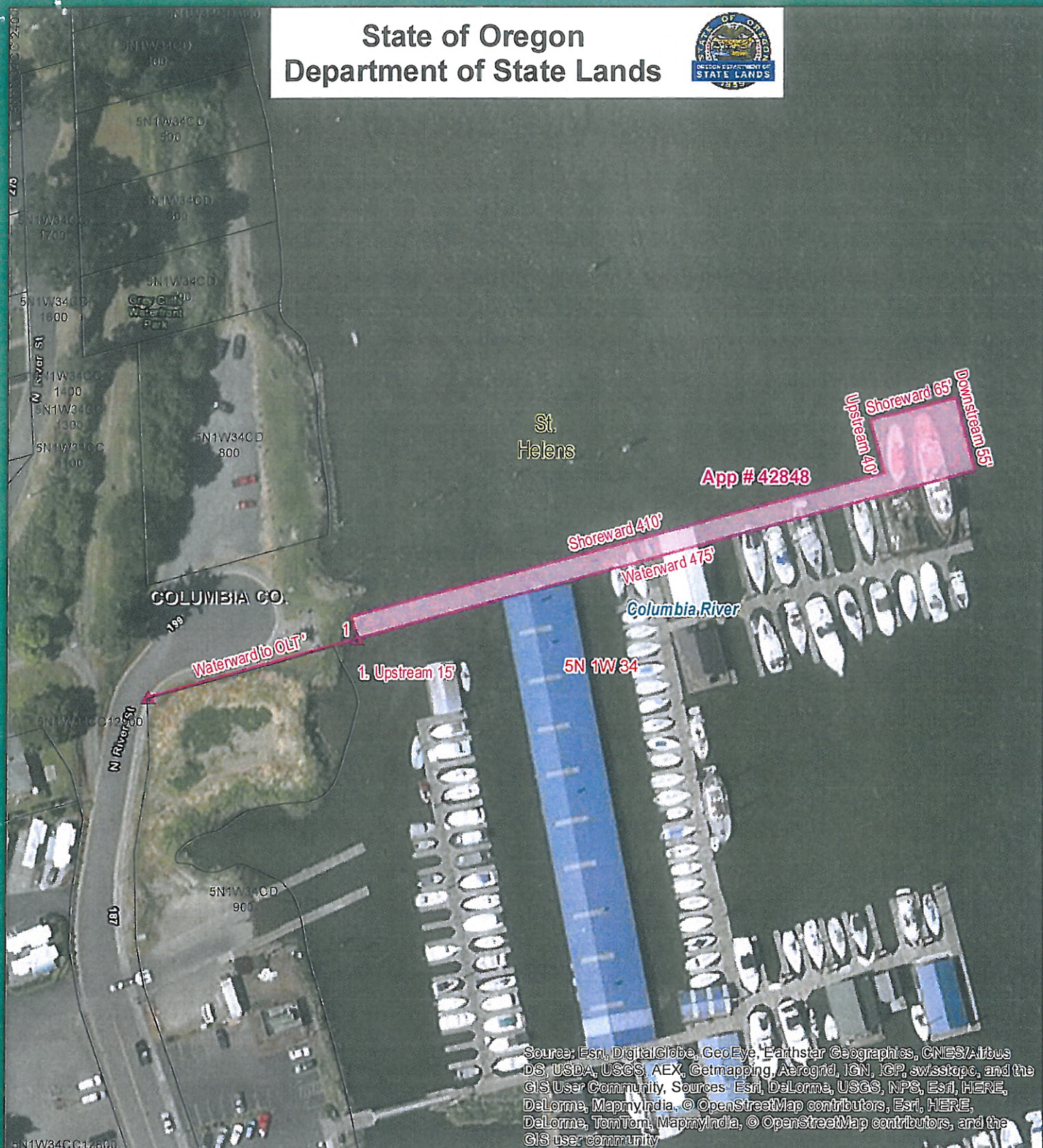
Date: _____


Printed Name: _____

Title: _____



STAMP
HERE



-  Description Point
 Description Line
 Authorization Area

This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Exhibit A

State of Oregon
Department of State Lands
775 Summer St, NE, Suite 100
Salem, OR 97301
503-986-5200
www.oregon.gov/DSL
Date: 5/15/2015

Exhibit B INSURANCE REQUIREMENTS

During the term of the Lease Lessee shall maintain in force at its own expense, each insurance noted below:
(State must check boxes for #2, #3, #4, #5 and #6 to indicate whether insurance is required or not.)

1. **Required by State of lessee with one or more workers, as defined by ORS 656.027.**

Workers' Compensation. All employers, including Lessee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Lessee shall require and ensure that each of its sublessees (if permitted) complies with these requirements.

2. ☐ **Required by State** ☒ **Not required by State.**

Professional Liability coverage, insuring against claims for damages caused by error, omission or negligent acts related to professional services to be provided under this Lease. Lessee shall provide proof of insurance of not less than the following amounts:

☐ \$ _____

or

☐ Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

From commencement of the Lease term to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Lease term to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

3. ☒ Required by State ☐ Not required by State.

General Liability coverage, insuring against claims for bodily injury, death and property damage. Coverage must include contractual liability coverage for the indemnity provided under this Lease. The **commercial general liability insurance coverages required under this Lease must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds. See Number 9 below.**

Lessee shall provide proof of liability or commercial general liability insurance in not less than the following amounts:

Bodily Injury/Death:

☒ \$1,000,000.00 combined single limit per occurrence

☒ \$2,000,000.00 aggregate limit for all claims per occurrence

or

☐ Amounts not less than the amounts listed in the following schedule

Per occurrence limit for any single claimant:

From commencement of the Lease term to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Lease term to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Property Damage:

☒ \$100,000.00

or

☐ Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

From commencement of the Lease term to June 30, 2015: \$109,400.

From July 1, 2015, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Lease term to June 30, 2015: \$546,800.

From July 1, 2015, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

4. ☐ Required by State ☒ Not required by State.

Automobile Liability coverage, insuring against claims for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. **The automobile liability insurance coverages required under this Lease must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds. See Number 9 below.** Lessee shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death:

- ☐ \$_____ combined single limit per occurrence
☐ \$_____ aggregate limit for all claims per occurrence

or

- ☐ Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

From commencement of the Lease term to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Lease term to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Property Damage:

- ☐ \$_____

or

- ☐ Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

From commencement of the Lease term to June 30, 2015: \$109,400.

From July 1, 2015, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Lease term to June 30, 2015: \$546,800.

From July 1, 2015, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

5. ☐ Required by State ☒ Not required by State.

Marine Protection and Indemnity Coverage. Lessee shall obtain, at Lessee's expense, and keep in effect during the term of the Lease, marine protection and indemnity coverage. Shall not be less than \$_____.

6. ☐ Required by State ☒ Not required by State.

Pollution Liability: Lessee shall obtain at Lessee's expense, and shall keep in effect during the term of the Lease, pollution liability insurance covering Lessee's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Lessee, all arising out of Lessee's lease of the Leasehold. Shall not be less than \$_____.

7. **"Tail" Coverage.** If any of the required liability insurance is on a "claims made" basis, Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Lease, for a minimum of 24 months following the termination or expiration of the Lease.

8. **Certificates of Insurance.** As evidence of the insurance coverages required by this Lease, the Lessee shall furnish acceptable insurance certificates to State prior to commencing any work to be performed under the Lease. The certificate must specify all of the parties who are additional insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to State. Lessee shall pay for all deductibles, self-insured retention and self-insurance.

9. **Additional Insured.** The commercial general liability and automobile liability insurance coverages required under this Lease must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds but only with respect to Lessee's activities to be performed under this Lease. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**STATE OF OREGON
DEPARTMENT OF STATE LANDS
AMENDED AND RESTATED
SUBMERGED AND SUBMERSIBLE LAND LEASE**

42849-ML

This Lease is an amendment to and restatement of that certain submerged and submersible lands lease 42849-ML, dated the 10th day of September, 2009, by and between the State of Oregon, by and through the Oregon State Land Board and the Department of State Lands, and City of St. Helens, as lessee:

The State of Oregon, by and through the Oregon State Land Board and the Department of State Lands ("State"), hereby leases to the person(s) herein named ("Lessee"), the following described lands on the terms and conditions stated herein (the "Lease"):

NAME of LESSEE:
City of St. Helens

ADDRESS:
PO BOX 278
St. Helens, OR 97051

Legal classification of Lessee is a Political Subdivision,

Lands situated in Columbia County more fully described as follows:

All state-owned submerged lands on the left bank of the Columbia River in Section 3BA, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at the intersection of the Southerly Right-of-Way line of Columbia Boulevard and the Easterly Right-of-Way line of South River Street (Columbia County Assessor's Map 40103BA);

thence waterward along the Southerly Right-of-Way line of Columbia Boulevard to the intersection with the Mean Low Tide Line of the Columbia River and the TRUE POINT OF BEGINNING;

Continuing waterward and perpendicular to the thread of stream a distance of 375 feet, more or less;

thence downstream and parallel to the Mean Low Tide Line a distance of 80 feet, more or less;

thence shoreward and perpendicular to the thread of stream a distance of 375 feet, more or less to the Mean Low Tide Line;

thence upstream along the said Mean Low Tide Line a distance of 80 feet, more or less to the TRUE POINT OF BEGINNING,

Containing 0.69 acres or 30,000 square feet, more or less, as shown on Exhibit "A."

Hereinafter referred to as the "Leasehold".

SECTION 1 - LEASE TERM; RENEWAL; TERMINATION

- 1.1 Term: This Lease will continue for a period of 9 years commencing on June 1, 2015, the month and date of which will be known as the "Lease Anniversary Date," and expiring on May 31, 2024, unless terminated earlier as provided under Section 1.4 or Section 7.2 below.
- 1.2 Renewal: Lessee may apply to renew this Lease for successive 15 year terms by submitting a completed lease renewal application form to State not less than 180 days prior to the expiration of the current term. Upon receipt of the application, State shall renew this Lease unless:
 - 1.2.1 State determines, in its sole discretion, that Lessee has not complied with the terms of this Lease, the applicable statutes or Oregon Administrative Rules; or
 - 1.2.2 Lessee is no longer the preference right holder as provided in ORS 274.040(1) and defined in OAR 141-082-0255; or
 - 1.2.3 State determines that the renewal of this Lease for all or any portion of the Leasehold would be contrary to local, state, or federal law, or would be inconsistent with the policies set forth in OAR 141-082-0260.
- 1.3 Notice of Intent Not to Renew: Except as otherwise provided in this Lease, State shall provide written notice to Lessee two years in advance if State intends not to renew this Lease for all or any portion of the Leasehold. If State determines not to renew this Lease, but less than two years remain in the Lease term, State shall, at Lessee's request, extend the term of this Lease to complete the two year notice period, within which time Lessee shall vacate that portion of the Leasehold upon which the Lease is not being renewed and relocate any sublessees in an orderly fashion.
- 1.4 Termination Upon Mutual Consent: This Lease may be terminated by mutual written consent of Lessee and State.
- 1.5 Holdover: If Lessee does not vacate the Leasehold at the expiration or upon termination of the Lease, State may treat Lessee as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for

term, renewal, and Rent. State may unilaterally establish a new Rent for the month-to-month tenancy, payable monthly in advance. If a month-to-month tenancy results from holdover by Lessee under this Section, the tenancy will be terminable at the end of any monthly rental period upon Notice from State given not less than 30 days prior to the termination date specified in the Notice.

SECTION 2 – RENT; OTHER ASSESSMENTS

- 2.1 Initial Annual Rent: The rental payment to be paid by Lessee to State (the "Rent") for the first year of the Lease is \$819.00, based on the following Flat Rate Receipt of the first year's Rent is hereby acknowledged.

	Use Class	Area (square ft.)	Rate Choice	Annual Rent
a)	Commercial Marina/Moorage	30,000 sq. ft	Flat Rate	\$819.00
TOTAL				<hr/> \$819.00

- 2.2 Annual Rent Adjustment: The Rent will be adjusted annually in accordance with the provisions of OAR 141-082-0305 in effect at the time. Each payment is due on the Lease Anniversary Date established in Section 1.1.
- 2.3 Address for Rent Payments: Until State provides notice of a change in address (using a method described in Section 10.4), Lessee shall deliver all Rent payments to the following address:
 Department of State Lands
 775 Summer St. NE, Suite 100
 Salem, OR 97301-1279
- 2.4 Assessments: Lessee shall pay all taxes or assessments, or both, that are levied against the Leasehold, whether or not such taxes or assessments, or both, have been levied in the past against the Leasehold or State by the assessing agency.
- 2.5 Liens: With the exception of mortgages or other security interests authorized by State under Section 6, Lessee shall immediately cause to be discharged any lien or other charge placed on the Leasehold or its Improvements, arising directly or indirectly out of Lessee's actions. State may terminate this Lease if Lessee fails to discharge any lien or charge or provide State with a sufficient bond covering the full amount of the lien after ten days Notice to do so by State. Lessee shall pay and indemnify State for all costs, damages or charges of whatsoever nature, including attorney's fees, necessary to discharge such liens or charges whether the costs, damages or charges are incurred prior or subsequent to any termination of this Lease.
- 2.6 Late Charges and Interest: Late payments by Lessee of Rent and other charges due under the Lease will cause State to incur costs and other damages not

otherwise addressed in this Lease, the exact amount of which will be difficult to ascertain, including costs associated with administrative processing and accounting. In recognition of the foregoing, the parties agree that, notwithstanding other remedies permitted under the Lease and in addition to these remedies, if Lessee has not made full payment of amounts due within 20 days of the date payment is due, Lessee shall pay an additional charge equal to five percent of the amount of the late Rent or other charge. In addition, all amounts due and owing under this Lease, including late charges, will bear interest at the lower of: (a) the highest interest rate allowable by law, or (b) 12% per year.

SECTION 3 - USE AND RESTRICTIONS ON USE

- 3.1 Authorized Use: This Lease grants to Lessee the right to use the Leasehold for the specific purpose(s) described below in accordance with the Lease terms and conditions, applicable local (including local comprehensive land use planning and zoning ordinances), state and federal laws and the applicable Oregon Administrative Rules.

Lease serves as pass-through for St. Helen's Marina LLC & Dillard Moorage for Commercial Marina/Moorage use, both are subleasee's of the City.

- 3.2 Restrictions on Use: Lessee shall:

3.2.1 comply with all applicable local, state and federal laws and regulations affecting the Leasehold and its use, including local comprehensive land use planning and zoning ordinances, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use;

3.2.2 dispose of all waste in a proper manner and not allow debris, garbage or other refuse to accumulate within the Leasehold, and, if Lessee allows debris, garbage or other refuse to accumulate within the Leasehold, allow State to remove the debris, garbage and other refuse, and collect the cost of such removal from Lessee;

3.2.3 not cut, destroy or remove, or permit to be cut, destroyed or removed, any vegetation that may be upon the Leasehold except with written permission of State, and promptly report to State the cutting or removal of vegetation by other persons;

3.2.4 conduct all operations within the Leasehold in a manner which conserves fish and wildlife habitat, protects water quality, and does not contribute to soil erosion or the growth of noxious weeds;

3.2.5 maintain all buildings, docks, pilings, floats, gangways, similar structures, or other improvements (each an "Improvement") in a good state of repair; and

3.2.6 not unreasonably interfere with the public's trust rights of commerce, navigation, fishing or recreation.

3.3 Condition of Leasehold and Improvements: Lessee represents that it has inspected the Leasehold and Improvements, if any, and accepts the Leasehold and all Improvements in their present condition, AS IS. State has made no oral or written representations concerning the condition of the Leasehold or its Improvements, if any, nor their fitness or suitability for any purpose.

3.4 Limitation on Improvements: Lessee may not construct or place upon the Leasehold any Improvement that exceeds \$15,000 in cost or value unless Lessee has first obtained the prior written authorization of State or the Improvement is exempt under OAR 141-082-0300. State shall not unreasonably withhold or delay its approval for Improvements consistent with the purposes of this Lease. All Improvements must be consistent with the authorized use(s) of this Lease stated in Section 3.1 and in compliance with all applicable laws, regulations, and ordinances as stated in Section 3.2.1.

3.5 Disposition of Unauthorized Improvements or Structures: Lessee shall remove all unauthorized Improvements from the Leasehold upon receiving Notice from State, unless State elects to remove the Improvements at Lessee's cost and expense.

3.6 Removal of Authorized Improvements: Lessee shall remove all authorized Improvements within 90 days after the termination or expiration of the Lease or modification of the Lease under Section 4.2, unless otherwise agreed by the parties or the Improvement is exempt under OAR 141-082-0310. Lessee is responsible for any damage done to the Leasehold as a result of the removal of any Improvement. Any Improvement remaining on the Leasehold after the 90 days will at the option of State become the property of State, unless otherwise agreed by the parties.

3.7 Liability: Lessee shall defend, indemnify and hold State harmless from and against all claims, demands, actions, suits, judgment, losses, damages, penalties, fines, costs, and expenses (including expert witness fees and costs and attorney's fees in an administrative proceeding, at trial, or on appeal) arising from or attributable, in whole or in part, to the Lease or any operations conducted or allowed by Lessee on the Leasehold. As used in this Section 3.7 only, "State" means the State of Oregon and its boards, commissions, agencies, officers, employees, contractors, and agents.

3.8 Waste Water Disposal: In addition to any other applicable laws and regulations, Lessee shall obtain any permits required by state or local authorities and shall comply with Oregon Department of Environmental Quality and Oregon State Marine Board requirements for sewage collection and waste water disposal for boats and floating structures.

3.9 Hazardous Substances:

3.9.1 Lessee shall not use, store, or dispose of, or allow the use, storage, or disposal within the Leasehold of any material that may pose a threat to human health or the environment, including without limitation, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") except in strict compliance with applicable laws, regulations and manufacturer's instructions, and Lessee shall take all necessary precautions to protect human health and the environment and to prevent the release of any Hazardous Substance on or from the Leasehold.

3.9.2 Lessee shall keep and maintain accurate and complete records of the amount of all Hazardous Substances stored or used on the Leasehold, and shall immediately notify State of any release or threatened release of any Hazardous Substance on or from the Leasehold or otherwise attributable to operations or activities on the Leasehold.

3.9.3 If any Hazardous Substance is released, and the release arises from or is attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Leasehold, Lessee shall promptly and fully remediate the release in accordance with state and federal regulations and requirements. If Lessee fails to so remediate, State may remove and remediate any release of a Hazardous Substance on or from the Leasehold or attributable to operations or activities conducted or allowed by Lessee on the Leasehold and collect the cost of removal or remediation from Lessee either as additional Rent or as damages.

3.9.4 In addition to any duty to indemnify specified elsewhere in this Lease, Lessee shall indemnify State to the fullest extent allowed by Oregon law against any claim or costs arising from or related to a release of a Hazardous Substance arising from or attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Leasehold.

3.10 Weed Control: Lessee shall control plant pests and diseases and noxious weeds, including aquatic weeds, within the Leasehold as directed by the local county weed control district, the Oregon Department of Agriculture or any other governmental authority which has authority for the prevention or control, or both, of noxious weeds, plant pests or diseases, or as may be authorized or directed by State.

SECTION 4 - MODIFICATION OF LEASEHOLD AREA OR USE

- 4.1 Change of Leasehold Area or Use: Lessee may request that State amend the Lease to expand or reduce the size, or change the authorized use, of the Leasehold using a form provided by State. However, no such amendment will be effective unless authorized in writing by State. State shall process and review requests to amend the Lease in the same manner as a new lease application.
- 4.2 Special Conditions Applicable to Reductions in Leasehold Area. This Lease may be amended to reduce the Leasehold area only if the portion of the Leasehold to be removed from the Lease does not contain any Improvement. If the amendment results in a reduction of Rent due under the Lease, the reduction will be effective commencing on the Lease Anniversary Date that falls at least 12 months after the later of: (a) the date of the reduction in the Leasehold area; or (b) the date on which the amendment is fully executed.
- 4.3 Lessee Liable for Violations. Notwithstanding any reduction in the Leasehold area under this section, Lessee shall remain liable for any violation of Section 3.8 or 3.9 occurring on lands removed from the Leasehold prior to the amendment removing such lands.

SECTION 5 – RESERVATIONS

- 5.1 Access: State reserves a right of access to the Leasehold, which, subject to any applicable provisions of the Oregon Residential Landlord and Tenant Act, ORS chapter 90, the State may exercise at all reasonable times to inspect and manage the State's interest in the Leasehold and to evaluate and ensure compliance with the terms and conditions of this Lease. State may examine pertinent records of Lessee for the purpose of ensuring compliance with the Lease.
- 5.2 Minerals: State reserves all rights to coal, oil, gas, geothermal resources and other minerals, and all deposits of clay, stone, gravel and sand valuable for building, mining, or commercial purposes including, without limitation, the right to explore, mine, develop, produce and remove such minerals and other deposits, along with the right of ingress and egress for these purposes, and to terminate this Lease as to all or any portion of the Leasehold when required for these purposes with 120 days prior written notice to Lessee or as otherwise provided by law.
- 5.3 Easements: State reserves the right at any time to grant easements across the Leasehold for tunnels, telephone and fiber optic cable lines, pipelines, power lines, or other lawful purpose, along with the right of ingress and egress for these purposes, subject to the inclusion in any such grant of easement of a requirement that the easement holder take all reasonable precautions to ensure

that exercise of their easement rights does not unreasonably interfere with Lessee's use(s) authorized in the Lease.

- 5.4 Public Access and Recreational Use: All state-owned submerged and submersible land must remain available and open to the public for commerce, navigation, fishing and recreation unless restricted or closed by State to public entry pursuant to the provisions of applicable Oregon Administrative Rules. Lessee may request State, but State is not obligated, to close the Leasehold to public entry or restrict recreational use by the public on all or portions of the Leasehold to protect persons or property from harm arising from or in connection with Lessee's activities.

This reservation does not grant the public any right to use or occupy, without Lessee's permission, Lessee-owned property or structures authorized under this Lease.

- 5.5 Other: State reserves all other rights not expressly granted to Lessee under this Lease.

SECTION 6 – ASSIGNMENTS; SUBLEASES

- 6.1 Assignment and Sublease:

6.1.1 Except as provided in Section 6.2, Lessee may not assign this Lease or sublease the Leasehold or any portion of the Leasehold nor enter into any third party agreement respecting the Lease or the Leasehold without first obtaining the prior written consent of State pursuant to the requirements of the applicable Oregon Administrative Rules. Requests must be in writing using an application form prescribed by State. The application must be received by State at least 30 calendar days prior to the proposed effective date of the sublease or assignment. State shall make a good faith effort to complete its review of Lessee's application within 30 days following receipt. If the application is incomplete, or if State requests additional information concerning the proposed assignment or sublease, the time period for reviewing applications may be extended and the proposed sublease or assignment may be delayed pending the completion of such review.

6.1.2 State reserves the right to condition its consent to an assignment or sublease as State deems reasonably prudent, including the right to require changes to the terms of this Lease. Each assignee, sublessee, and third party interest will be required to comply with all of Lessee's obligations under this Lease, and the applicable Oregon Administrative Rules. Lessee will remain liable for the performance of all obligations under this Lease unless State's written consent expressly releases Lessee from further liability.

6.1.3 For the purposes of this section, if Lessee is a corporation or partnership or limited liability company, the transfer of any corporate stock or

partnership or membership interest (including by operation of law) will be deemed an assignment subject to the provisions of this section if the result of the transfer is a change of management control or controlling interest in Lessee.

6.1.4 Lessee may not grant a mortgage or security interest in this Lease without prior written consent of State, which consent shall not be unreasonably withheld. Any subsequent assignment by the creditor will require the prior written approval of State.

6.2 Permitted Assignments and Subleases: Notwithstanding Section 6.1 of this Lease, the following assignments, mortgages and security interests, and subleases of Lessee's interest in the Leasehold are permitted and written notice to State is not required:

6.2.1 subleases of portions of Lessee's interest in the Leasehold area in the ordinary course of Lessee's business for the purposes approved under Section 3.1;

6.2.2 the sublease of the entire Leasehold for a term that is less than one year for a purpose specified in Section 3.1; or

6.2.3 the transfer of Lessee's interest in the Lease to a surviving spouse or immediate family member following the death of Lessee; except that, any other transfer of ownership following the death of Lessee is considered an assignment requiring State's approval.

SECTION 7 – DEFAULT

7.1 Default: The following are events of default:

7.1.1 Failure of Lessee to pay any rent, tax, reimbursement or other charge or payment due under the Lease within 20 days after the date payment is due. For the purposes of this subsection, if the due date for payment is not otherwise stated in this Lease or otherwise defined in statute or administrative rule, payment is due on the date set forth in the Notice from State to Lessee informing Lessee of its obligation to pay the charge or payment.

7.1.2 Failure of Lessee to comply with any non-payment-related term or condition or obligation of the Lease within 30 days after Notice by State specifying the nature of the deficiency, or, in the event of an emergency, within the time specified by State to resolve the emergency. Upon timely request from Lessee, State may in its good faith discretion permit the deadline for curing non-compliance to be extended if it finds that: (1) the default cannot reasonably be cured within the 30 day period; (2) the interests of State will not be harmed by an extension; (3) default was not due to the willful act or gross negligence of

Lessee; and (4) State and Lessee mutually agree upon a written plan and timeline for curing the non-compliance.

7.1.3 Any of the following:

- a) insolvency of Lessee;
- b) the filing by Lessee of a voluntary petition in bankruptcy;
- c) an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee;
- d) the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within 30 days after filing; or
- e) attachment of or the levying of execution on the Leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten days.

If Lessee consists of two or more individuals or business entities, the events of default specified in this paragraph apply to each individual or entity unless within ten days after an event of default occurs the remaining individuals or entities produce evidence satisfactory to State that they have unconditionally acquired the interest of the one causing the default. If the Lease has been assigned under Section 6 of this Lease, the events of default specified in this subsection apply only with respect to the one then exercising the rights of Lessee under the Lease.

7.1.4 Notwithstanding the above, if State in good faith believes that a material default has occurred which may imperil State's rights in the land or the discharge of its Constitutional obligations with respect to the land, State may declare an immediate default without any right of Lessee to cure the deficiency.

7.2 Termination of Occupancy Upon Default: State may terminate Lessee's right to occupy the Leasehold for any default by Lessee that remains uncured past the time provided in Section 7.1. State shall exercise its right to terminate Lessee's occupancy under this section by providing Notice to Lessee of the default and of State's intent to terminate Lessee's right of occupancy under the Lease upon the date provided in the Notice. State may recover from Lessee all costs arising out of State's re-entry and, if State and Lessee mutually agree to terminate the Lease as provided in Section 1.4, all costs of re-letting the Leasehold. If State and Lessee mutually agree to terminate the Lease, State may recover the amount of unpaid rent that otherwise would have been required to be paid under the Lease from the date of default until a new Lease has been secured or, if State and Lessee do not agree to terminate the Lease and State is unable to secure another lessee for the Leasehold, until such time as the Lease expires. Lessee shall dispose of all Improvements as specified in Section 3.6 of this Lease. If Lessee owns a floating home and has placed the home on the Leasehold pursuant to the provisions of Section 3.1 of this Lease, the lease termination provisions of ORS chapter 90 will apply to the extent the provisions of this Lease are inconsistent with this chapter.

7.3 State's Right to Cure Defaults:

7.3.1 If Lessee fails to perform any obligation under this Lease, State may perform the obligation of the Lease 30 days after providing Notice to Lessee. All of State's expenditures to carry out the obligation must be reimbursed by Lessee on demand with interest at the rate of one percent per month accrued from the date of expenditure by State.

7.3.2 Notwithstanding Section 7.3.1, but subject to ORS chapter 90 if applicable, if any violation of a term or condition of this Lease, including without limitation use of the Leasehold in a manner not permitted under the Lease, is causing or threatens to cause personal injury or damage to the Leasehold or other property, or if damage to the Leasehold arises from some other cause, State may immediately enter upon the Leasehold and take such action as it deems necessary to stop the use or mitigate the injury or damage. If the injury or damage is due to a violation of the terms or conditions of this Lease, Lessee will be liable for all costs incurred by State as a result of the violation and the action taken by State to mitigate the injury or damage. State, at its option, may send Notice to Lessee of the violation and, upon receipt of the Notice, Lessee shall immediately cease the violation and repair the injury or correct all damage caused by the violation. State's failure to provide Notice of a violation may not be deemed a waiver of the violation by State or authorization to Lessee to continue or fail to correct the violation.

SECTION 8 – INSURANCE; BONDS

- 8.1 LESSEE shall maintain during the term of this License, the required insurance coverages described in attached Exhibit B.
- 8.2 Bond: State reserves the right to require Lessee to furnish to State a surety bond or an equivalent cash deposit or certificate of deposit, in an amount to be determined by State in the exercise of its reasonable discretion, which names the State of Oregon as co-owner to ensure that Lessee will perform in accordance with all terms and conditions of the Lease.

SECTION 9 - ADDITIONAL CONDITIONS AND STIPULATIONS

- 9.1 None.

SECTION 10 - MISCELLANEOUS

10.1 Entire agreement: This Lease, together with the attached exhibits and attachments, constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Lease will bind either party unless in writing. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given, and will be valid and binding only if it is signed by each party. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Lease. This Lease supersedes all prior or existing lease or rental agreements between the parties with respect to the Leasehold described in this Lease.

10.2 No Partnership: State is not a partner nor in a joint venture with Lessee in connection with any business carried on in connection with this Lease or the Leasehold and has no obligation for Lessee's debts or other liabilities.

10.3 Non-Waiver: Waiver by either party of strict performance of any provisions of this Lease will not be a waiver nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

10.4 Notices:

10.4.1 Any communication required by the terms of this Lease to be given in writing (hereafter, a "Notice") must be given or be served by:

- a) depositing the same in the United States mail, postage prepaid; registered or certified mail, with return receipt requested; or
- b) personal delivery service with all charges billed to shipper; or
- c) expedited delivery service with all charges billed to shipper; or
- d) prepaid telegram, telex or facsimile;

addressed to the party for whom the Notice is intended at the address set forth below or at such other address as the party may designate from time to time.

For Notices to Tenant:

City of St. Helens
PO BOX 278
St. Helens, OR 97051

For Notices to Landlord:

Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279

10.4.2 Notice is deemed received:

- a) upon receipt if sent by telegram, telex or facsimile or if personally delivered (as long as delivery is confirmed by the receiving telex or

- facsimile operator, including electronic confirmation of receipt, or by the courier delivery service, as the case may be); or
- b) three business days after the date of deposit in a post office or other official depository under the care and custody of the United States Postal Service, if sent by United States mail; or
- c) on the date of delivery by any expedited delivery service, or
- d) on the date any party declines to accept any Notice given as provided in this section.

10.4.3 Each party shall have an address, for Notice purposes, that is within the continental United States and, if any party resides outside the continental United States, the party shall designate an agent for the purpose of receiving Notices whose address is within the continental United States. Any party may change its address for the purpose of receiving Notices by delivering a Notice of the change of address to the other party as described in this section 7.3.

10.4.4 Communications between the parties that are not required by this Lease to be in writing may be by any mutually acceptable method.

- 10.5 Governing Law; Venue: This Lease and all matters related to the rights and responsibilities of the parties under it are governed by and subject to the laws of the State of Oregon and the administrative rules of the Department of State Lands and the State Land Board, as they may change from time to time. The Oregon Administrative Rules contain terms and conditions which relate to the rights and responsibilities of the parties under this Lease, and all such terms and conditions (as they may change from time to time) are hereby incorporated by reference and made a part of this Lease. Any claim, action, suit or proceeding (collectively, a "Claim") between State and Lessee that arises from or relates to the Lease must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; except that, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. However, in no way is this section or any other provision of this Lease to be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court. Lessee, by execution of this Lease, hereby consents to the personal jurisdiction of all such courts.
- 10.6 Binding on Successors: This Lease is binding on and will inure to the benefit of the successors and assigns of the parties to it, but nothing in this section may be construed as a consent by State to any disposition or transfer of the Lease or any interest in it by Lessee except as otherwise expressly provided in this Lease.

- 10.7 Nondiscrimination: The Leasehold must be used in a manner, and for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender, or national origin.
- 10.8 Right To Sue More Than Once: State may sue periodically to recover damages accrued to date and no action for damages will bar later actions for damages subsequently accruing.
- 10.9 Remedies Cumulative: The remedies contained in this Lease are in addition to, and do not exclude, any other remedy available at law or in equity, and the exercise by either party of any one or more of its remedies does not preclude the exercise by it at the same or different times of any other remedies for the same default or breach by the other party.
- 10.10 Attorney Fees: If suit or action is instituted in connection with any controversy arising out of or in connection with this Lease, the prevailing party is entitled to recover all costs and disbursements incurred, including such sums as the court may adjudge reasonable as attorney fees at trial and on any appeal of the suit or action, and in any bankruptcy case or proceedings. State's obligation under this section is subject to the limitations of Article XI, section 7 of the Oregon Constitution.
- 10.11 Exhibits: All Exhibits to which reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not they are actually attached. References to "this Lease" include matters incorporated by reference.
- 10.12 Survival. Termination or expiration of the Lease will not extinguish or prejudice State's right to enforce the provisions of this Lease relating to indemnification, access to records, governing law, venue and consent to jurisdiction.

Lessee, by the signature below of its authorized representative, hereby acknowledges that Lessee has read this Lease, understands it and agrees to be bound by its terms and conditions.

STATE:

The State of Oregon, acting by
and through the Oregon State
Land Board and the
Department of State Lands
775 Summer ST NE, STE 100
Salem, OR 97301-1279

LESSEE:

City of St. Helens
Political Subdivision
PO BOX 278
St. Helens, OR 97051



DSL Authorized Signature/Printed Name

Signature/Title
(Note requirement below)

Date

Date

Note: If Lessee is a corporation, partnership, limited liability company or other form of business entity, signer warrants that s/he has the authority to sign the Lease on behalf of such entity by resolution of its Board of Directors or equivalent, or through delegation of authority to the signer.

STATE OF _____)
County of _____) ss.

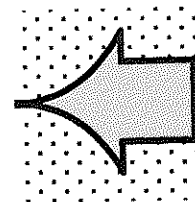
The foregoing instrument was acknowledged before me this _____ day of

_____, _____, by _____
(name of officer or agent of corporation)
the _____ of _____,
(title of officer or agent) (name of business entity)
a _____
(state or place of incorporation) (corporation, general partnership, limited liability company, etc.)

on behalf of said _____
(corporation, general partnership, limited liability company, etc.)

Signature

My commission expires _____



CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

By signature on this Lease for Lessee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Lessee and that Lessee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

Signature: _____

Date: _____

Printed Name: _____

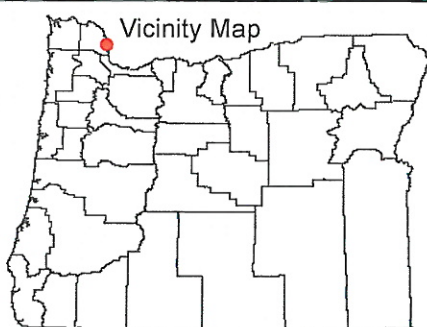
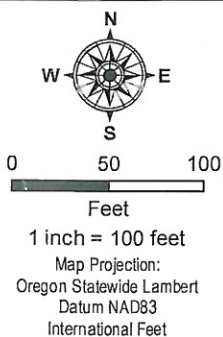
Title: _____



State of Oregon Department of State Lands



Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community. Sources: Esri, DeLorme, USGS, NPS, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community



- Description Point
- Description Line
- Authorization Area

This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information

Exhibit A

State of Oregon
Department of State Lands
775 Summer St, NE, Suite 100
Salem, OR 97301
503-986-5200
www.oregon.gov/DSL
Date: 5/15/2015

Exhibit B INSURANCE REQUIREMENTS

During the term of the Lease Lessee shall maintain in force at its own expense, each insurance noted below:
(State must check boxes for #2, #3, #4, #5 and #6 to indicate whether insurance is required or not.)

1. Required by State of lessee with one or more workers, as defined by ORS 656.027.

Workers' Compensation. All employers, including Lessee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Lessee shall require and ensure that each of its sublessees (if permitted) complies with these requirements.

2. ☐ Required by State ☒ Not required by State.

Professional Liability coverage, insuring against claims for damages caused by error, omission or negligent acts related to professional services to be provided under this Lease. Lessee shall provide proof of insurance of not less than the following amounts:

☐ \$ _____

or

☐ Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

From commencement of the Lease term to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Lease term to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

**STATE OF OREGON
DEPARTMENT OF STATE LANDS
AMENDED AND RESTATED
SUBMERGED AND SUBMERSIBLE LAND LEASE**

42849-ML

This Lease is an amendment to and restatement of that certain submerged and submersible lands lease 42849-ML, dated the 10th day of September, 2009, by and between the State of Oregon, by and through the Oregon State Land Board and the Department of State Lands, and City of St. Helens, as lessee:

The State of Oregon, by and through the Oregon State Land Board and the Department of State Lands ("State"), hereby leases to the person(s) herein named ("Lessee"), the following described lands on the terms and conditions stated herein (the "Lease"):

NAME of LESSEE:
City of St. Helens

ADDRESS:
PO BOX 278
St. Helens, OR 97051

Legal classification of Lessee is a Political Subdivision,

Lands situated in Columbia County more fully described as follows:

All state-owned submerged lands on the left bank of the Columbia River in Section 3BA, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at the intersection of the Southerly Right-of-Way line of Columbia Boulevard and the Easterly Right-of-Way line of South River Street (Columbia County Assessor's Map 40103BA);

thence waterward along the Southerly Right-of-Way line of Columbia Boulevard to the intersection with the Mean Low Tide Line of the Columbia River and the TRUE POINT OF BEGINNING;

Continuing waterward and perpendicular to the thread of stream a distance of 375 feet, more or less;

thence downstream and parallel to the Mean Low Tide Line a distance of 80 feet, more or less;

thence shoreward and perpendicular to the thread of stream a distance of 375 feet, more or less to the Mean Low Tide Line;

thence upstream along the said Mean Low Tide Line a distance of 80 feet, more or less to the TRUE POINT OF BEGINNING,

Containing 0.69 acres or 30,000 square feet, more or less, as shown on Exhibit "A."

Hereinafter referred to as the "Leasehold".

SECTION 1 - LEASE TERM; RENEWAL; TERMINATION

- 1.1 Term: This Lease will continue for a period of 9 years commencing on June 1, 2015, the month and date of which will be known as the "Lease Anniversary Date," and expiring on May 31, 2024, unless terminated earlier as provided under Section 1.4 or Section 7.2 below.
- 1.2 Renewal: Lessee may apply to renew this Lease for successive 15 year terms by submitting a completed lease renewal application form to State not less than 180 days prior to the expiration of the current term. Upon receipt of the application, State shall renew this Lease unless:
 - 1.2.1 State determines, in its sole discretion, that Lessee has not complied with the terms of this Lease, the applicable statutes or Oregon Administrative Rules; or
 - 1.2.2 Lessee is no longer the preference right holder as provided in ORS 274.040(1) and defined in OAR 141-082-0255; or
 - 1.2.3 State determines that the renewal of this Lease for all or any portion of the Leasehold would be contrary to local, state, or federal law, or would be inconsistent with the policies set forth in OAR 141-082-0260.
- 1.3 Notice of Intent Not to Renew: Except as otherwise provided in this Lease, State shall provide written notice to Lessee two years in advance if State intends not to renew this Lease for all or any portion of the Leasehold. If State determines not to renew this Lease, but less than two years remain in the Lease term, State shall, at Lessee's request, extend the term of this Lease to complete the two year notice period, within which time Lessee shall vacate that portion of the Leasehold upon which the Lease is not being renewed and relocate any sublessees in an orderly fashion.
- 1.4 Termination Upon Mutual Consent: This Lease may be terminated by mutual written consent of Lessee and State.
- 1.5 Holdover: If Lessee does not vacate the Leasehold at the expiration or upon termination of the Lease, State may treat Lessee as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for

term, renewal, and Rent. State may unilaterally establish a new Rent for the month-to-month tenancy, payable monthly in advance. If a month-to-month tenancy results from holdover by Lessee under this Section, the tenancy will be terminable at the end of any monthly rental period upon Notice from State given not less than 30 days prior to the termination date specified in the Notice.

SECTION 2 – RENT; OTHER ASSESSMENTS

- 2.1 Initial Annual Rent: The rental payment to be paid by Lessee to State (the "Rent") for the first year of the Lease is \$819.00, based on the following Flat Rate Receipt of the first year's Rent is hereby acknowledged.

	Use Class	Area (square ft.)	Rate Choice	Annual Rent
a)	Commercial Marina/Moorage	30,000 sq. ft	Flat Rate	\$819.00
TOTAL				<hr/> \$819.00

- 2.2 Annual Rent Adjustment: The Rent will be adjusted annually in accordance with the provisions of OAR 141-082-0305 in effect at the time. Each payment is due on the Lease Anniversary Date established in Section 1.1.
- 2.3 Address for Rent Payments: Until State provides notice of a change in address (using a method described in Section 10.4), Lessee shall deliver all Rent payments to the following address:
 Department of State Lands
 775 Summer St. NE, Suite 100
 Salem, OR 97301-1279
- 2.4 Assessments: Lessee shall pay all taxes or assessments, or both, that are levied against the Leasehold, whether or not such taxes or assessments, or both, have been levied in the past against the Leasehold or State by the assessing agency.
- 2.5 Liens: With the exception of mortgages or other security interests authorized by State under Section 6, Lessee shall immediately cause to be discharged any lien or other charge placed on the Leasehold or its Improvements, arising directly or indirectly out of Lessee's actions. State may terminate this Lease if Lessee fails to discharge any lien or charge or provide State with a sufficient bond covering the full amount of the lien after ten days Notice to do so by State. Lessee shall pay and indemnify State for all costs, damages or charges of whatsoever nature, including attorney's fees, necessary to discharge such liens or charges whether the costs, damages or charges are incurred prior or subsequent to any termination of this Lease.
- 2.6 Late Charges and Interest: Late payments by Lessee of Rent and other charges due under the Lease will cause State to incur costs and other damages not

otherwise addressed in this Lease, the exact amount of which will be difficult to ascertain, including costs associated with administrative processing and accounting. In recognition of the foregoing, the parties agree that, notwithstanding other remedies permitted under the Lease and in addition to these remedies, if Lessee has not made full payment of amounts due within 20 days of the date payment is due, Lessee shall pay an additional charge equal to five percent of the amount of the late Rent or other charge. In addition, all amounts due and owing under this Lease, including late charges, will bear interest at the lower of: (a) the highest interest rate allowable by law, or (b) 12% per year.

SECTION 3 - USE AND RESTRICTIONS ON USE

- 3.1 Authorized Use: This Lease grants to Lessee the right to use the Leasehold for the specific purpose(s) described below in accordance with the Lease terms and conditions, applicable local (including local comprehensive land use planning and zoning ordinances), state and federal laws and the applicable Oregon Administrative Rules.

Lease serves as pass-through for St. Helen's Marina LLC & Dillard Moorage for Commercial Marina/Moorage use, both are subleasee's of the City.

- 3.2 Restrictions on Use: Lessee shall:

3.2.1 comply with all applicable local, state and federal laws and regulations affecting the Leasehold and its use, including local comprehensive land use planning and zoning ordinances, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use;

3.2.2 dispose of all waste in a proper manner and not allow debris, garbage or other refuse to accumulate within the Leasehold, and, if Lessee allows debris, garbage or other refuse to accumulate within the Leasehold, allow State to remove the debris, garbage and other refuse, and collect the cost of such removal from Lessee;

3.2.3 not cut, destroy or remove, or permit to be cut, destroyed or removed, any vegetation that may be upon the Leasehold except with written permission of State, and promptly report to State the cutting or removal of vegetation by other persons;

3.2.4 conduct all operations within the Leasehold in a manner which conserves fish and wildlife habitat, protects water quality, and does not contribute to soil erosion or the growth of noxious weeds;

3.2.5 maintain all buildings, docks, pilings, floats, gangways, similar structures, or other improvements (each an "Improvement") in a good state of repair; and

3.2.6 not unreasonably interfere with the public's trust rights of commerce, navigation, fishing or recreation.

3.3 Condition of Leasehold and Improvements: Lessee represents that it has inspected the Leasehold and Improvements, if any, and accepts the Leasehold and all Improvements in their present condition, AS IS. State has made no oral or written representations concerning the condition of the Leasehold or its Improvements, if any, nor their fitness or suitability for any purpose.

3.4 Limitation on Improvements: Lessee may not construct or place upon the Leasehold any Improvement that exceeds \$15,000 in cost or value unless Lessee has first obtained the prior written authorization of State or the Improvement is exempt under OAR 141-082-0300. State shall not unreasonably withhold or delay its approval for Improvements consistent with the purposes of this Lease. All Improvements must be consistent with the authorized use(s) of this Lease stated in Section 3.1 and in compliance with all applicable laws, regulations, and ordinances as stated in Section 3.2.1.

3.5 Disposition of Unauthorized Improvements or Structures: Lessee shall remove all unauthorized Improvements from the Leasehold upon receiving Notice from State, unless State elects to remove the Improvements at Lessee's cost and expense.

3.6 Removal of Authorized Improvements: Lessee shall remove all authorized Improvements within 90 days after the termination or expiration of the Lease or modification of the Lease under Section 4.2, unless otherwise agreed by the parties or the Improvement is exempt under OAR 141-082-0310. Lessee is responsible for any damage done to the Leasehold as a result of the removal of any Improvement. Any Improvement remaining on the Leasehold after the 90 days will at the option of State become the property of State, unless otherwise agreed by the parties.

3.7 Liability: Lessee shall defend, indemnify and hold State harmless from and against all claims, demands, actions, suits, judgment, losses, damages, penalties, fines, costs, and expenses (including expert witness fees and costs and attorney's fees in an administrative proceeding, at trial, or on appeal) arising from or attributable, in whole or in part, to the Lease or any operations conducted or allowed by Lessee on the Leasehold. As used in this Section 3.7 only, "State" means the State of Oregon and its boards, commissions, agencies, officers, employees, contractors, and agents.

3.8 Waste Water Disposal: In addition to any other applicable laws and regulations, Lessee shall obtain any permits required by state or local authorities and shall comply with Oregon Department of Environmental Quality and Oregon State Marine Board requirements for sewage collection and waste water disposal for boats and floating structures.

3.9 Hazardous Substances:

3.9.1 Lessee shall not use, store, or dispose of, or allow the use, storage, or disposal within the Leasehold of any material that may pose a threat to human health or the environment, including without limitation, hazardous substances, pesticides, herbicides, or petroleum products (a "Hazardous Substance") except in strict compliance with applicable laws, regulations and manufacturer's instructions, and Lessee shall take all necessary precautions to protect human health and the environment and to prevent the release of any Hazardous Substance on or from the Leasehold.

3.9.2 Lessee shall keep and maintain accurate and complete records of the amount of all Hazardous Substances stored or used on the Leasehold, and shall immediately notify State of any release or threatened release of any Hazardous Substance on or from the Leasehold or otherwise attributable to operations or activities on the Leasehold.

3.9.3 If any Hazardous Substance is released, and the release arises from or is attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Leasehold, Lessee shall promptly and fully remediate the release in accordance with state and federal regulations and requirements. If Lessee fails to so remediate, State may remove and remediate any release of a Hazardous Substance on or from the Leasehold or attributable to operations or activities conducted or allowed by Lessee on the Leasehold and collect the cost of removal or remediation from Lessee either as additional Rent or as damages.

3.9.4 In addition to any duty to indemnify specified elsewhere in this Lease, Lessee shall indemnify State to the fullest extent allowed by Oregon law against any claim or costs arising from or related to a release of a Hazardous Substance arising from or attributable, in whole or in part, to any operations conducted or allowed by Lessee on the Leasehold.

3.10 Weed Control: Lessee shall control plant pests and diseases and noxious weeds, including aquatic weeds, within the Leasehold as directed by the local county weed control district, the Oregon Department of Agriculture or any other governmental authority which has authority for the prevention or control, or both, of noxious weeds, plant pests or diseases, or as may be authorized or directed by State.

SECTION 4 - MODIFICATION OF LEASEHOLD AREA OR USE

- 4.1 Change of Leasehold Area or Use: Lessee may request that State amend the Lease to expand or reduce the size, or change the authorized use, of the Leasehold using a form provided by State. However, no such amendment will be effective unless authorized in writing by State. State shall process and review requests to amend the Lease in the same manner as a new lease application.
- 4.2 Special Conditions Applicable to Reductions in Leasehold Area. This Lease may be amended to reduce the Leasehold area only if the portion of the Leasehold to be removed from the Lease does not contain any Improvement. If the amendment results in a reduction of Rent due under the Lease, the reduction will be effective commencing on the Lease Anniversary Date that falls at least 12 months after the later of: (a) the date of the reduction in the Leasehold area; or (b) the date on which the amendment is fully executed.
- 4.3 Lessee Liable for Violations. Notwithstanding any reduction in the Leasehold area under this section, Lessee shall remain liable for any violation of Section 3.8 or 3.9 occurring on lands removed from the Leasehold prior to the amendment removing such lands.

SECTION 5 – RESERVATIONS

- 5.1 Access: State reserves a right of access to the Leasehold, which, subject to any applicable provisions of the Oregon Residential Landlord and Tenant Act, ORS chapter 90, the State may exercise at all reasonable times to inspect and manage the State's interest in the Leasehold and to evaluate and ensure compliance with the terms and conditions of this Lease. State may examine pertinent records of Lessee for the purpose of ensuring compliance with the Lease.
- 5.2 Minerals: State reserves all rights to coal, oil, gas, geothermal resources and other minerals, and all deposits of clay, stone, gravel and sand valuable for building, mining, or commercial purposes including, without limitation, the right to explore, mine, develop, produce and remove such minerals and other deposits, along with the right of ingress and egress for these purposes, and to terminate this Lease as to all or any portion of the Leasehold when required for these purposes with 120 days prior written notice to Lessee or as otherwise provided by law.
- 5.3 Easements: State reserves the right at any time to grant easements across the Leasehold for tunnels, telephone and fiber optic cable lines, pipelines, power lines, or other lawful purpose, along with the right of ingress and egress for these purposes, subject to the inclusion in any such grant of easement of a requirement that the easement holder take all reasonable precautions to ensure

that exercise of their easement rights does not unreasonably interfere with Lessee's use(s) authorized in the Lease.

- 5.4 Public Access and Recreational Use: All state-owned submerged and submersible land must remain available and open to the public for commerce, navigation, fishing and recreation unless restricted or closed by State to public entry pursuant to the provisions of applicable Oregon Administrative Rules. Lessee may request State, but State is not obligated, to close the Leasehold to public entry or restrict recreational use by the public on all or portions of the Leasehold to protect persons or property from harm arising from or in connection with Lessee's activities.

This reservation does not grant the public any right to use or occupy, without Lessee's permission, Lessee-owned property or structures authorized under this Lease.

- 5.5 Other: State reserves all other rights not expressly granted to Lessee under this Lease.

SECTION 6 – ASSIGNMENTS; SUBLEASES

- 6.1 Assignment and Sublease:

6.1.1 Except as provided in Section 6.2, Lessee may not assign this Lease or sublease the Leasehold or any portion of the Leasehold nor enter into any third party agreement respecting the Lease or the Leasehold without first obtaining the prior written consent of State pursuant to the requirements of the applicable Oregon Administrative Rules. Requests must be in writing using an application form prescribed by State. The application must be received by State at least 30 calendar days prior to the proposed effective date of the sublease or assignment. State shall make a good faith effort to complete its review of Lessee's application within 30 days following receipt. If the application is incomplete, or if State requests additional information concerning the proposed assignment or sublease, the time period for reviewing applications may be extended and the proposed sublease or assignment may be delayed pending the completion of such review.

6.1.2 State reserves the right to condition its consent to an assignment or sublease as State deems reasonably prudent, including the right to require changes to the terms of this Lease. Each assignee, sublessee, and third party interest will be required to comply with all of Lessee's obligations under this Lease, and the applicable Oregon Administrative Rules. Lessee will remain liable for the performance of all obligations under this Lease unless State's written consent expressly releases Lessee from further liability.

6.1.3 For the purposes of this section, if Lessee is a corporation or partnership or limited liability company, the transfer of any corporate stock or

partnership or membership interest (including by operation of law) will be deemed an assignment subject to the provisions of this section if the result of the transfer is a change of management control or controlling interest in Lessee.

6.1.4 Lessee may not grant a mortgage or security interest in this Lease without prior written consent of State, which consent shall not be unreasonably withheld. Any subsequent assignment by the creditor will require the prior written approval of State.

6.2 Permitted Assignments and Subleases: Notwithstanding Section 6.1 of this Lease, the following assignments, mortgages and security interests, and subleases of Lessee's interest in the Leasehold are permitted and written notice to State is not required:

6.2.1 subleases of portions of Lessee's interest in the Leasehold area in the ordinary course of Lessee's business for the purposes approved under Section 3.1;

6.2.2 the sublease of the entire Leasehold for a term that is less than one year for a purpose specified in Section 3.1; or

6.2.3 the transfer of Lessee's interest in the Lease to a surviving spouse or immediate family member following the death of Lessee; except that, any other transfer of ownership following the death of Lessee is considered an assignment requiring State's approval.

SECTION 7 – DEFAULT

7.1 Default: The following are events of default:

7.1.1 Failure of Lessee to pay any rent, tax, reimbursement or other charge or payment due under the Lease within 20 days after the date payment is due. For the purposes of this subsection, if the due date for payment is not otherwise stated in this Lease or otherwise defined in statute or administrative rule, payment is due on the date set forth in the Notice from State to Lessee informing Lessee of its obligation to pay the charge or payment.

7.1.2 Failure of Lessee to comply with any non-payment-related term or condition or obligation of the Lease within 30 days after Notice by State specifying the nature of the deficiency, or, in the event of an emergency, within the time specified by State to resolve the emergency. Upon timely request from Lessee, State may in its good faith discretion permit the deadline for curing non-compliance to be extended if it finds that: (1) the default cannot reasonably be cured within the 30 day period; (2) the interests of State will not be harmed by an extension; (3) default was not due to the willful act or gross negligence of

Lessee; and (4) State and Lessee mutually agree upon a written plan and timeline for curing the non-compliance.

7.1.3 Any of the following:

- a) insolvency of Lessee;
- b) the filing by Lessee of a voluntary petition in bankruptcy;
- c) an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee;
- d) the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within 30 days after filing; or
- e) attachment of or the levying of execution on the Leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten days.

If Lessee consists of two or more individuals or business entities, the events of default specified in this paragraph apply to each individual or entity unless within ten days after an event of default occurs the remaining individuals or entities produce evidence satisfactory to State that they have unconditionally acquired the interest of the one causing the default. If the Lease has been assigned under Section 6 of this Lease, the events of default specified in this subsection apply only with respect to the one then exercising the rights of Lessee under the Lease.

7.1.4 Notwithstanding the above, if State in good faith believes that a material default has occurred which may imperil State's rights in the land or the discharge of its Constitutional obligations with respect to the land, State may declare an immediate default without any right of Lessee to cure the deficiency.

7.2 Termination of Occupancy Upon Default: State may terminate Lessee's right to occupy the Leasehold for any default by Lessee that remains uncured past the time provided in Section 7.1. State shall exercise its right to terminate Lessee's occupancy under this section by providing Notice to Lessee of the default and of State's intent to terminate Lessee's right of occupancy under the Lease upon the date provided in the Notice. State may recover from Lessee all costs arising out of State's re-entry and, if State and Lessee mutually agree to terminate the Lease as provided in Section 1.4, all costs of re-letting the Leasehold. If State and Lessee mutually agree to terminate the Lease, State may recover the amount of unpaid rent that otherwise would have been required to be paid under the Lease from the date of default until a new Lease has been secured or, if State and Lessee do not agree to terminate the Lease and State is unable to secure another lessee for the Leasehold, until such time as the Lease expires. Lessee shall dispose of all Improvements as specified in Section 3.6 of this Lease. If Lessee owns a floating home and has placed the home on the Leasehold pursuant to the provisions of Section 3.1 of this Lease, the lease termination provisions of ORS chapter 90 will apply to the extent the provisions of this Lease are inconsistent with this chapter.

7.3 State's Right to Cure Defaults:

7.3.1 If Lessee fails to perform any obligation under this Lease, State may perform the obligation of the Lease 30 days after providing Notice to Lessee. All of State's expenditures to carry out the obligation must be reimbursed by Lessee on demand with interest at the rate of one percent per month accrued from the date of expenditure by State.

7.3.2 Notwithstanding Section 7.3.1, but subject to ORS chapter 90 if applicable, if any violation of a term or condition of this Lease, including without limitation use of the Leasehold in a manner not permitted under the Lease, is causing or threatens to cause personal injury or damage to the Leasehold or other property, or if damage to the Leasehold arises from some other cause, State may immediately enter upon the Leasehold and take such action as it deems necessary to stop the use or mitigate the injury or damage. If the injury or damage is due to a violation of the terms or conditions of this Lease, Lessee will be liable for all costs incurred by State as a result of the violation and the action taken by State to mitigate the injury or damage. State, at its option, may send Notice to Lessee of the violation and, upon receipt of the Notice, Lessee shall immediately cease the violation and repair the injury or correct all damage caused by the violation. State's failure to provide Notice of a violation may not be deemed a waiver of the violation by State or authorization to Lessee to continue or fail to correct the violation.

SECTION 8 – INSURANCE; BONDS

- 8.1 LESSEE shall maintain during the term of this License, the required insurance coverages described in attached Exhibit B.
- 8.2 Bond: State reserves the right to require Lessee to furnish to State a surety bond or an equivalent cash deposit or certificate of deposit, in an amount to be determined by State in the exercise of its reasonable discretion, which names the State of Oregon as co-owner to ensure that Lessee will perform in accordance with all terms and conditions of the Lease.

SECTION 9 - ADDITIONAL CONDITIONS AND STIPULATIONS

- 9.1 None.

SECTION 10 - MISCELLANEOUS

10.1 Entire agreement: This Lease, together with the attached exhibits and attachments, constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Lease will bind either party unless in writing. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given, and will be valid and binding only if it is signed by each party. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Lease. This Lease supersedes all prior or existing lease or rental agreements between the parties with respect to the Leasehold described in this Lease.

10.2 No Partnership: State is not a partner nor in a joint venture with Lessee in connection with any business carried on in connection with this Lease or the Leasehold and has no obligation for Lessee's debts or other liabilities.

10.3 Non-Waiver: Waiver by either party of strict performance of any provisions of this Lease will not be a waiver nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

10.4 Notices:

10.4.1 Any communication required by the terms of this Lease to be given in writing (hereafter, a "Notice") must be given or be served by:

- a) depositing the same in the United States mail, postage prepaid; registered or certified mail, with return receipt requested; or
- b) personal delivery service with all charges billed to shipper; or
- c) expedited delivery service with all charges billed to shipper; or
- d) prepaid telegram, telex or facsimile;

addressed to the party for whom the Notice is intended at the address set forth below or at such other address as the party may designate from time to time.

For Notices to Tenant:

City of St. Helens
PO BOX 278
St. Helens, OR 97051

For Notices to Landlord:

Department of State Lands
775 Summer Street NE, Suite 100
Salem, OR 97301-1279

10.4.2 Notice is deemed received:

- a) upon receipt if sent by telegram, telex or facsimile or if personally delivered (as long as delivery is confirmed by the receiving telex or

- facsimile operator, including electronic confirmation of receipt, or by the courier delivery service, as the case may be); or
- b) three business days after the date of deposit in a post office or other official depository under the care and custody of the United States Postal Service, if sent by United States mail; or
- c) on the date of delivery by any expedited delivery service, or
- d) on the date any party declines to accept any Notice given as provided in this section.

10.4.3 Each party shall have an address, for Notice purposes, that is within the continental United States and, if any party resides outside the continental United States, the party shall designate an agent for the purpose of receiving Notices whose address is within the continental United States. Any party may change its address for the purpose of receiving Notices by delivering a Notice of the change of address to the other party as described in this section 7.3.

10.4.4 Communications between the parties that are not required by this Lease to be in writing may be by any mutually acceptable method.

- 10.5 Governing Law; Venue: This Lease and all matters related to the rights and responsibilities of the parties under it are governed by and subject to the laws of the State of Oregon and the administrative rules of the Department of State Lands and the State Land Board, as they may change from time to time. The Oregon Administrative Rules contain terms and conditions which relate to the rights and responsibilities of the parties under this Lease, and all such terms and conditions (as they may change from time to time) are hereby incorporated by reference and made a part of this Lease. Any claim, action, suit or proceeding (collectively, a "Claim") between State and Lessee that arises from or relates to the Lease must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; except that, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. However, in no way is this section or any other provision of this Lease to be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court. Lessee, by execution of this Lease, hereby consents to the personal jurisdiction of all such courts.
- 10.6 Binding on Successors: This Lease is binding on and will inure to the benefit of the successors and assigns of the parties to it, but nothing in this section may be construed as a consent by State to any disposition or transfer of the Lease or any interest in it by Lessee except as otherwise expressly provided in this Lease.

- 10.7 Nondiscrimination: The Leasehold must be used in a manner, and for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender, or national origin.
- 10.8 Right To Sue More Than Once: State may sue periodically to recover damages accrued to date and no action for damages will bar later actions for damages subsequently accruing.
- 10.9 Remedies Cumulative: The remedies contained in this Lease are in addition to, and do not exclude, any other remedy available at law or in equity, and the exercise by either party of any one or more of its remedies does not preclude the exercise by it at the same or different times of any other remedies for the same default or breach by the other party.
- 10.10 Attorney Fees: If suit or action is instituted in connection with any controversy arising out of or in connection with this Lease, the prevailing party is entitled to recover all costs and disbursements incurred, including such sums as the court may adjudge reasonable as attorney fees at trial and on any appeal of the suit or action, and in any bankruptcy case or proceedings. State's obligation under this section is subject to the limitations of Article XI, section 7 of the Oregon Constitution.
- 10.11 Exhibits: All Exhibits to which reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not they are actually attached. References to "this Lease" include matters incorporated by reference.
- 10.12 Survival. Termination or expiration of the Lease will not extinguish or prejudice State's right to enforce the provisions of this Lease relating to indemnification, access to records, governing law, venue and consent to jurisdiction.

Lessee, by the signature below of its authorized representative, hereby acknowledges that Lessee has read this Lease, understands it and agrees to be bound by its terms and conditions.

STATE:

The State of Oregon, acting by
and through the Oregon State
Land Board and the
Department of State Lands
775 Summer ST NE, STE 100
Salem, OR 97301-1279

LESSEE:

City of St. Helens
Political Subdivision
PO BOX 278
St. Helens, OR 97051



DSL Authorized Signature/Printed Name

Signature/Title
(Note requirement below)

Date

Date

Note: If Lessee is a corporation, partnership, limited liability company or other form of business entity, signer warrants that s/he has the authority to sign the Lease on behalf of such entity by resolution of its Board of Directors or equivalent, or through delegation of authority to the signer.

STATE OF _____)
County of _____) ss.

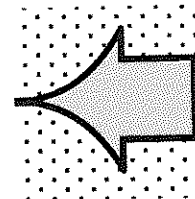
The foregoing instrument was acknowledged before me this _____ day of

_____, _____, by _____
(name of officer or agent of corporation)
the _____ of _____
(title of officer or agent) (name of business entity)
a _____
(state or place of incorporation) (corporation, general partnership, limited liability company, etc.)

on behalf of said _____
(corporation, general partnership, limited liability company, etc.)

Signature

My commission expires _____



CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

By signature on this Lease for Lessee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Lessee and that Lessee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

Signature: _____

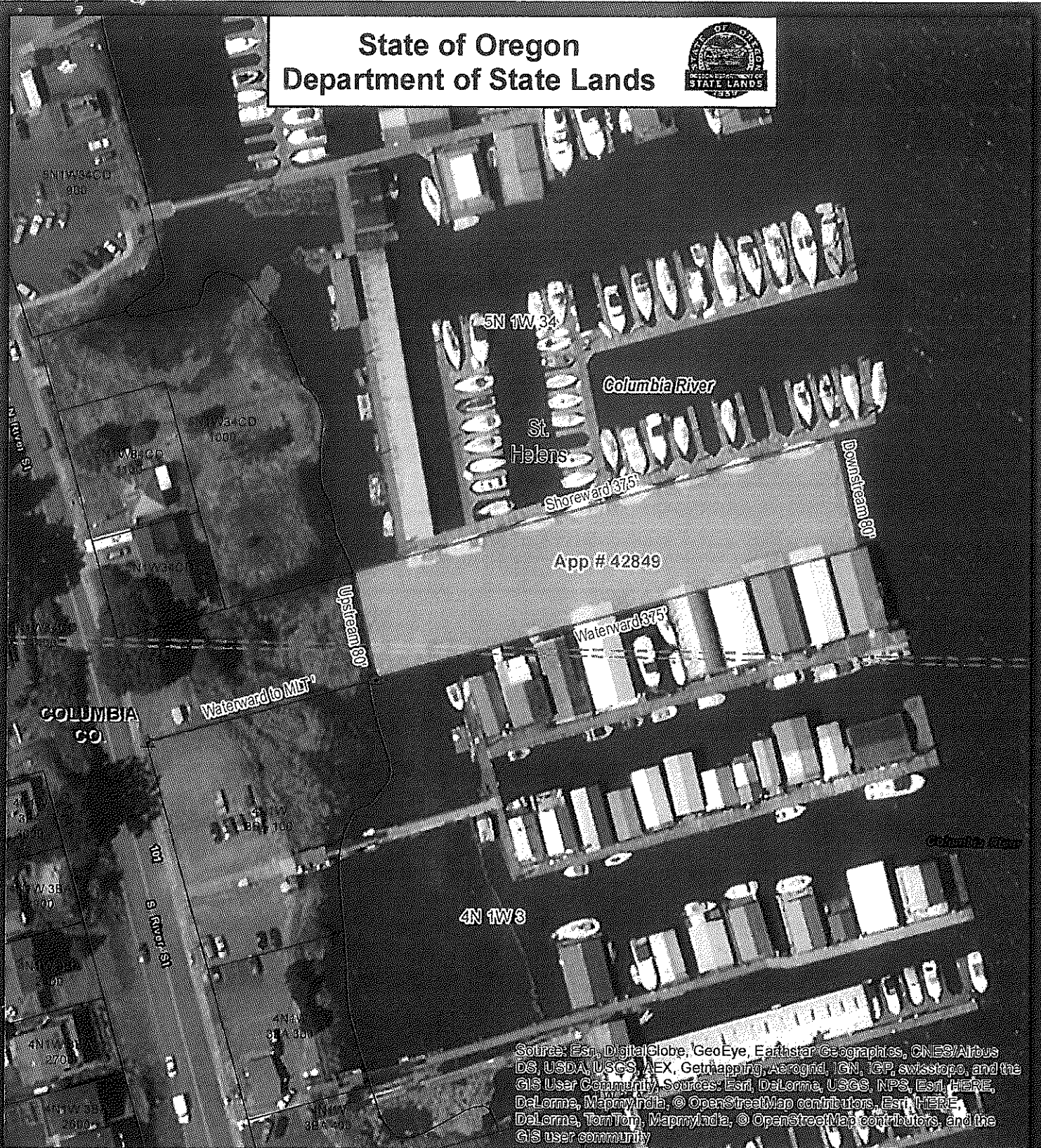
Date: _____

Printed Name: _____

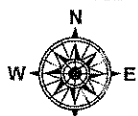
Title: _____



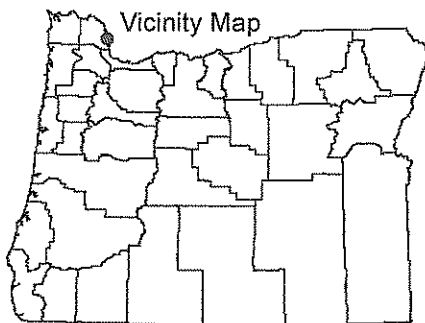
State of Oregon Department of State Lands



Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community. Sources: Esri, DeLorme, USGS, NPS, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, Esri, HERE, DeLorme, TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS user community.



0 50 100
Feet
1 inch = 100 feet
Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet



- ▲ Description Point
- Description Line
- Authorization Area

Exhibit A

This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

State of Oregon
Department of State Lands
775 Summer St, NE, Suite 100
Salem, OR 97301
503-986-5200
www.oregon.gov/DSL
Date: 5/15/2015

Exhibit B INSURANCE REQUIREMENTS

During the term of the Lease Lessee shall maintain in force at its own expense, each insurance noted below:
(State must check boxes for #2, #3, #4, #5 and #6 to indicate whether insurance is required or not.)

1. Required by State of lessee with one or more workers, as defined by ORS 656.027.

Workers' Compensation. All employers, including Lessee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Lessee shall require and ensure that each of its sublessees (if permitted) complies with these requirements.

2. ☐ Required by State ☒ Not required by State.

Professional Liability coverage, insuring against claims for damages caused by error, omission or negligent acts related to professional services to be provided under this Lease. Lessee shall provide proof of insurance of not less than the following amounts:

☐ \$ _____

or

☐ Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

From commencement of the Lease term to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Lease term to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

3. ☒ **Required by State** ☐ **Not required by State.**

General Liability coverage, insuring against claims for bodily injury, death and property damage. Coverage must include contractual liability coverage for the indemnity provided under this Lease. **The commercial general liability insurance coverages required under this Lease must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds. See Number 9 below.**

Lessee shall provide proof of liability or commercial general liability insurance in not less than the following amounts:

Bodily Injury/Death:

☒ \$1,000,000.00 combined single limit per occurrence

☒ \$2,000,000.00 aggregate limit for all claims per occurrence

or

☐ Amounts not less than the amounts listed in the following schedule

Per occurrence limit for any single claimant:

From commencement of the Lease term to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Lease term to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Property Damage:

☒ \$100,000.00

or

☐ Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

From commencement of the Lease term to June 30, 2015: \$109,400.

From July 1, 2015, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Lease term to June 30, 2015: \$546,800.

From July 1, 2015, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

4. ☐ Required by State ☒ Not required by State.

Automobile Liability coverage, insuring against claims for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. **The automobile liability insurance coverages required under this Lease must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds. See Number 9 below.** Lessee shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death:

- ☐ \$_____ combined single limit per occurrence
☐ \$_____ aggregate limit for all claims per occurrence

or

- ☐ Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

From commencement of the Lease term to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court

Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Lease term to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court

Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Property Damage:

- ☐ \$_____

or

- ☐ Amounts not less than the amounts listed in the following schedule:

Per occurrence limit for any single claimant:

From commencement of the Lease term to June 30, 2015: \$109,400.

From July 1, 2015, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Lease term to June 30, 2015: \$546,800.

From July 1, 2015, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

5. ☐ Required by State ☒ Not required by State.

Marine Protection and Indemnity Coverage. Lessee shall obtain, at Lessee's expense, and keep in effect during the term of the Lease, marine protection and indemnity coverage. Shall not be less than \$_____.

6. ☐ Required by State ☒ Not required by State.

Pollution Liability: Lessee shall obtain at Lessee's expense, and shall keep in effect during the term of the Lease, pollution liability insurance covering Lessee's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Lessee, all arising out of Lessee's lease of the Leasehold. Shall not be less than \$_____.

7. **"Tail" Coverage.** If any of the required liability insurance is on a "claims made" basis, Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Lease, for a minimum of 24 months following the termination or expiration of the Lease.

8. **Certificates of Insurance.** As evidence of the insurance coverages required by this Lease, the Lessee shall furnish acceptable insurance certificates to State prior to commencing any work to be performed under the Lease. The certificate must specify all of the parties who are additional insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to State. Lessee shall pay for all deductibles, self-insured retention and self-insurance.

9. **Additional Insured.** The commercial general liability and automobile liability insurance coverages required under this Lease must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds but only with respect to Lessee's activities to be performed under this Lease. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

CONTRACT NUMBER 125167

INTERGOVERNMENTAL AGREEMENT
FOR
MOORAGE AT CITY OF ST. HELENS COURTHOUSE DOCKS

This Intergovernmental Agreement (the "Agreement") is made and entered into by and between the Port of Portland (the "Port"), and City of St. Helens, Oregon a municipal corporation of the State of Oregon (the "City"), and is effective from the date all signatures are captured herein.

RECITALS

A. The Port is a port district formed and operating under the laws of the State of Oregon and is authorized to enter into this Agreement pursuant to the provisions of ORS 190.010 et seq.

B. The City is a municipal corporation operating under the laws of the State of Oregon, and is authorized to enter into this Agreement pursuant to the provisions of ORS 190.010 et seq.

C. The Port desires to obtain moorage space for one (1) Port dredge operation and one (1) survey vessel in a reserved area of the St. Helens Courthouse public marina (the "Docks") for a period of approximately seven weeks.

NOW THEREFORE, the Port and the City agree as follows:

1. TERM

This Agreement shall become effective as of October 1, 2015 and shall continue until November 30, 2015.

2. SCOPE OF WORK

Beginning October 1, 2015, the City shall reserve no less than sixty (60) feet of berth space in a location amenable to both the Port and the City, and shall ensure availability of said berth space for the Port's use for the life of the Agreement. Power hookup for the vessels is highly desired.

3. PAYMENT

The Port shall provide the City with a donation in the amount of \$10.00 per day to defer the ongoing maintenance costs of the Docks.

4. NO AGENCY

Neither party shall be deemed the agent of the other for any purpose.

5. NO SEPARATE ENTITY

This Agreement does not create a separate entity under ORS Chapter 190.

6. GOVERNMENT POWERS

Nothing in this Agreement shall be deemed to limit the exercise by any of the governmental parties of their respective governmental powers.

7. NOTICES

All notices required under this Agreement shall be deemed properly served if hand delivered (including by reputable courier) or sent by US mail or e-mail, to the last address previously furnished by the parties hereto. Until changed by the parties by notice in writing, notices shall be sent to the parties at the addresses set forth below.

If to the Port:

Port of Portland
PO Box 3529
Portland, OR, 97208
Attention: Business Development and Properties
e-mail: debra.crawford@portofportland.com

If to the City:

City of St. Helens
City Administrator
265 Strand Street
St. Helens, OR 97051
Attention: John Walsh
e-mail: jwalsh@ci.st-helens.or.us

8. TIME IS OF THE ESSENCE

The City and the Port understand that time is of the essence in the performance of and the adherence to each and every covenant and condition of this Agreement.

9. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Port and the City regarding the berth space lease and supersedes all Prior and contemporaneous agreements of communications regarding the same subject, written or oral. This Agreement may be modified only by a written amendment signed by authorized representatives of both parties and shall otherwise be waived, altered, modified, supplemented, or amended in any other manner. A binding determination that an element of this Agreement is void or unenforceable shall not affect the validity or enforceability of other elements of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals
as of the day and year hereinafter written.

CITY OF ST. HELENS

THE PORT OF PORTLAND

By:
Print Name:
As Its:
Date:

By: _____
Print Name:
As Its:
Date:

APPROVED FOR LEGAL SUFFICIENCY
FOR THE CITY:

APPROVED FOR LEGAL SUFFICIENCY
FOR THE PORT:

By: _____
Counsel for City of St. Helens

By: _____
Counsel for Port of Portland

GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners
for Columbia County, Oregon, as Trustees
of the Columbia Health District
230 Strand, Room 331
St. Helens, OR 97051

AFTER RECORDING, RETURN TO GRANTEE:

City of St. Helens
PO Box 278
St. Helens, Oregon 97051

Until a change is requested, all tax statements shall
be sent to Grantee at the address so indicated,
above

QUITCLAIM DEED

The **Board of County Commissioners for Columbia County, Oregon**, a political subdivision of the State of Oregon, as **Trustees of the Columbia Health District**, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto **the City of St. Helens, Oregon, a municipal corporation**, hereinafter called Grantee, all right, title and interest in and to the following described parcel of real property situated in the County of Columbia, State of Oregon, Tax Map ID No. 4108-CB-00401; Tax Account No. 434199, and more particularly described in the General Judgment in Columbia County Circuit Court Case No. 12-2000, attached hereto as Exhibit "A".

The true and actual consideration for this conveyance is other consideration received.

This conveyance is made pursuant to Board of County Commissioners Order No. 45-2015 adopted on the 23rd day of September, 2015, and filed in Commissioners Journal at Book 118 Page 8143.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN

VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 23rd day of September, 2015.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: [Signature]

Henry Heimuller, Chair

By: [Signature]

Office of County Counsel

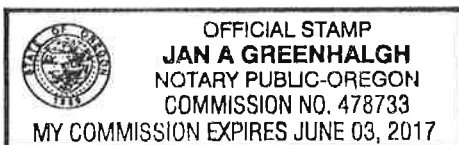
STATE OF OREGON)

ss.

ACKNOWLEDGMENT

County of Columbia)

This instrument was acknowledged before me on the 23rd day of September, 2015, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.



[Signature]
Notary Public for Oregon

APPROVAL

City of St. Helens, a municipal corporation of the State of Oregon, by and through its _____, hereby approves the above conveyance in fee of real property from the Board of County Commissioners of Columbia County, Oregon, acting as Trustees of the Columbia Health District.

DATED this _____ day of _____, 2015.

City of St. Helens

STATE OF OREGON)
)
County of Columbia)

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____, as _____, City of St. Helens, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

EXHIBIT "A"

FILED
ST. HELENS
COLUMBIA COUNTY
13 FEB - 7 AM 8:36
TRIAL COURT CLERK

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF COLUMBIA

COLUMBIA HEALTH DISTRICT, a municipal
corporation, COLUMBIA HEALTH DISTRICT,
by and through CHUCK LARSEN, a taxpayer,
BRADY PREHEIM, and JOE CASON, Trustees,

Plaintiffs,

v.

TONY HYDE, EARL FISHER, HENRY
HEIMULLER, and CITY OF ST. HELENS,

Defendants.

Case No. 12-2000

GENERAL JUDGMENT

THIS MATTER came before the Court on the motion of defendant City of St. Helens ("St. Helens") for Summary Judgment against plaintiffs Columbia Health District, Columbia Health District by and through Chuck Larsen, Brady Preheim, and Joe Cason ("plaintiffs") and the motion of defendants Tony Hyde, Earl Fisher and Henry Heimuller for Summary Judgment against plaintiffs. On December 28, 2012, the court issued its ruling granting both motions for summary judgment filed herein by defendants. On ~~January~~ ^{February} 5, 2013, the court issued an order consistent with its ruling. Now, therefore,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

(1) Plaintiffs' claims against defendants are dismissed.

(2) The Millard Road Property, located within the City of St. Helens and more specifically described in Exhibit 1 attached hereto and incorporated herein by this reference ("Property"), shall vest title exclusively with the City of St. Helens. Plaintiff shall promptly

104

Verified Correct Copy of Original 4/1/2014.

1 execute and deliver to St. Helens a Quit Claim Deed transferring title to the Property upon entry
2 of this judgment.

3 (3) Plaintiffs shall, to the extent necessary, vacate the Property upon entry of this
4 judgment.

5 (4) Defendants shall submit their cost bill(s) pursuant to ORCP 68.

6 Dated this 5th day of February, 2013.

7
8 

9 The Honorable Ted. E. Grove
Circuit Court Judge

10 Submitted By:

11 Ronald G. Guerra, OSB # 943272
12 ron.guerra@jordanramis.com
13 JORDAN RAMIS PC
14 Attorneys for Defendant City of St. Helens
15
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17
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22
23
24
25

Account ID 434199 Township 4N Range 1W Section 08 1/4 1/16 Taxlot C B 00401 Special Interest

1/3/2012 8:58

Size Totals	Code	Acres	Sqft	Alternate Size
	0211	8.35		
3	279618	2009	CLERK - BOR	WD 2009 2852 1
ADDING NEW DESCRIPTION				
				TLC

Size Totals	Code	Acres	Sqft	Alternate Size
	0211	8.35		

Action Measures and Bounds

Add: A portion of the John McWhitty Donation Land Claim No. 50, located in the Northwest one-quarter of Section 8, Township 4 North, Range 1 West, Multnomah County, Oregon and being more particularly described as follows:
 BEGINNING at the Northeast corner of Lot 23 of FIRLOK PARK, being a 1 inch iron pipe on the southerly right-of-way line of Maple Street (25.00 feet from centerline);
 Thence along said Southerly right-of-way line North 85° 06' 31" East 149.48 feet to a point from which a 1-1/2 inch iron pipe bears South 09° 22' 10" East 1.21 feet;
 Thence along the Westerly line of Book 148, Page 96, South 09° 22' 10" East 110.07 feet to a 1/2 inch iron pipe;
 Thence along the Southerly line of said Book 148, Page 96, South 45° 07' 00" East 25.20 feet to a point in the center of McWhitty Creek; Thence along the center of said creek along the following courses:
 North 11° 15' 12" West 7.82 feet;
 North 65° 31' 40" East 27.61 feet;
 North 81° 05' 05" East 87.62 feet;
 South 80° 37' 07" East 53.35 feet to the Northeast corner of Dead Book 148, Page 94 from which a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." bears South 01° 33' 00" East 20.00 feet; Thence along the East line of said Dead South 01° 33' 00" East 1325.88 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." being the True Point of Beginning; Thence continuing along said East line South 01° 33' 00" East 653.50 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "DEWEY SURVEYING INC." on the Northerly right-of-way line of Millard County Road (20.00 feet from centerline); Thence along said Northerly right-of-way line North 88° 15' 37" West 525.01 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "DEWEY SURVEYING INC." Thence along the West line of Dead Book 144, Page 313 North 01° 33' 54" West 694.08 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; Thence leaving the East line of said Book 144, Page 313 South 88° 14' 26" East 525.20 feet to the TRUE POINT OF BEGINNING.

Effective Date 23-Dec-2009 11:13 AM Transaction ID 296996 Entry Date 18-Dec-2009 Recorded Date 08-Jul-2009 Sale Date
 Seq Voucher ID Tax Year Document Source Type ID #1 ID #2 PID Source ID PT Operation To/From Map
 1 403837 2010 CLERK - BOR DVD 2009 8441 2 SIZE CHANGE
 ROAD DEDICATION, PART TO MILLARD RD PER F09-08441

Size Changes	Code	+/- Size	Alternate Size	Code Area Deleted	Move to Acct	Move To Code
	0211	-0.12 Acres	0			
Size Totals	Code	Acres	Sqft	Alternate Size		
	0211	8.23				

Verified Correct Copy of Original 4/1/2014

CERTIFICATE OF SERVICE

I hereby certify that on the date shown below, I served a true and correct copy of the foregoing GENERAL JUDGMENT on:

Michael T. Clarke
52490 SE 2nd St Ste 150
Scappoose OR 97056
Facsimile:
E-mail: attorneyclarke@gmail.com
Attorney for Plaintiffs Chuck Larsen, Brady Preheim, and Joe Cason

James D. Huffman
Huffman & O'Hanlon
PO Box 973
St Helens OR 97051
Facsimile: (503) 397-6903
E-mail: law@huffmanworks.com
Attorney for Plaintiff Columbia Health District

Barrett C. Mersereau
Mersereau Shannon LLP
1 SW Columbia St Ste 1600
Portland OR 97258
Facsimile: (503) 226-0383
E-mail: bmersereau@mershanlaw.com
Attorney for Defendants Tony Hyde, Earl Fisher, and Henry Heimuller

- ☒ by first class mail, postage prepaid.
☐ by hand delivery.
☐ by facsimile transmission.
☐ by facsimile transmission and first class mail, postage prepaid.
☐ by electronic transmission and first class mail, postage prepaid.

DATED: January 14, 2013.



Ronald G. Guerra, OSB # 943272
Attorney for Defendant City of St. Helens

CERTIFICATE OF SERVICE

JORDAN RAMIS PC
Attorneys at Law
PO Box 230669
Portland OR 97281
Telephone: 503.598.7070 Fax: 503.598.7373
49698-70755 590949_1.DOC\LED/1/14/2013

Misc. Contracts and Agreements
No. 29692

AMENDMENT NUMBER 01
2008-2013 FUND EXCHANGE AGREEMENT
Various City Streets Improvement Projects
City of St. Helens

This is Amendment No. 01 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CITY OF ST. HELENS**, acting by and through its designated officials, hereinafter referred to as "Agency," entered into an Agreement on December 2, 2013.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to reinstate the Agreement and extend the expiration date.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**
 - a. **TERMS OF AGREEMENT, Paragraph 5, Page 2, which reads:**
 5. The term of this Agreement will begin upon execution and will terminate September 30, 2015 unless extended by an executed amendment.

Shall be deleted in its entirety and replaced with the following:

 5. The term of this Agreement will begin upon execution and will terminate September 30, 2017, unless extended by an executed amendment.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Recipient certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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.

City of St. Helens / State of Oregon – Dept. of Transportation
Agreement No. 29692, Amendment No. 1

CITY OF ST. HELENS, by and through
its designated officials

By _____
Mayor

Date _____

By _____
City Administrator

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
City Legal Counsel

Date _____

Agency Contact:

Sue Nelson, P.E.
City of St. Helens
Public Works Engineering Director
PO Box 278
St. Helens, OR 97051
Phone: (503) 397-6272, ext. 123
Email: suen@ci.st-helens.or.us

State Contact:

Brennan Burbank
Local Project Delivery Coordinator
ODOT, Region 2
455 Airport Road SE, Bldg. B
Salem, OR 97301
Phone: (503) 986-2650
Email: brennan.s.burbank@odot.state.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**

Original signed by Kathy A. Lincoln,
Assistant Attorney General on November
22, 2013.

CONTRACT PAYMENTS

City Council Meeting
October 7, 2015

Firwood Design Group, LLC

Project: S-636 Pump Station 7 Upgrade (Inv#10935)	\$	14,413.75
---	----	------------------

HDR Engineering, Inc.

Project: W-429 Telemetry Upgrade (Inv#458558-H)	\$	3,054.92
---	----	-----------------

Murray, Smith & Associates, Inc.

Project: SD-146 Godfrey Park Storm (Inv#09-1078-67)	\$	13,335.30
---	----	------------------

KP



Firwood Design Group, LLC
SURVEYING ♦ ENGINEERING ♦ PLANNING

INVOICE

Invoice # 10935

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

RECEIVED

SEP 24 2015

September 10, 2015

CITY OF ST. HELENS

Project: E15-009

Engineering Services

For engineering services related to requested improvements on wastewater pump station, Lift Station No. 7. Services are for the period between August 1, 2015 and August 31, 2015. This is a progress billing.

Engineering Services:

Senior Project Engineer, 51.25 hrs. @ \$105.00/hr.	=	\$ 5,381.25
Senior CAD Designer, 1 hr. @ \$85.00/hr.	=	\$ 85.00
CAD Drafter, 1.5 hrs. @ \$65.00/hr.	=	\$ 97.50

Subtotal \$ 5,563.75

Reimbursables: David Bugni & Assoc Consulting	=	\$ 250.00
R&W Engineering	=	\$ 8,600.00

Total Amount Due

\$ 14,413.75

Payment is appreciated upon receipt of this invoice.

For your convenience, we accept payment by Visa/MasterCard/American Express.

S-636 Pump Station #7 Upgrade
010-303-653306

APPROVED FOR PAYMENT

INIT	DATE
	9/29/15
ACCOUNTS PAYABLE	
FINANCE	
SUPERVISOR	9/29/15

Invoice

**DAVIDBUGNI
& ASSOCIATES**
30265 S.E. Kowall Road
Estacada, OR 97023
(503) 630-3506

DATE	INVOICE #
8/28/2015	4937

BILL TO:

Firwood Design Group
Kelli Grover
39065 Pioneer Blvd.
Suite 104
SANDY, OR 97055

P.O. NUMBER	TERMS	PROJECT
	Net 30	21568 St. Helens Pump Sta.

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

2 General Structural Consulting Services

125.00

250.00

ERIK HODVESTOL'S
PROJECT

O/C
St. Helens 015-009

Work completed to date on invoice

TOTAL

\$250.00



Firwood Design Group
Erik Hoovestol
39065 Pioneer Blvd, Suite 104
Sandy, OR 97055

Invoice number 237352
Date 08/25/2015
Project **1179007 Lift Station #7 Upgrade**

Project # 1179.007.001 Lift Station #7 Upgrade - Replace pumps and electrical controls for sewer lift station

001 Design

Labor

	Hours	Rate	Billed Amount
Sr. Engineer - II	17.50	130.00	2,275.00
Sr. Technician - II	58.50	105.00	6,142.50
Draftsperson (CAD)	2.80	65.00	182.50
Labor subtotal	78.80		8,600.00
Phase subtotal			8,600.00
Invoice total			8,600.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
237352	08/25/2015	8,600.00	8,600.00				
	Total	8,600.00	8,600.00	0.00	0.00	0.00	0.00

Approved by:

Gregg H. Scholz, P.E.

KP



Invoice

HDR Engineering, Inc.
Portland, OR 97204
Phone: (503)423-3700

Reference Invoice Number with Payment

HDR Invoice No. 00458558-H
Invoice Date September 19, 2015
Invoice Amount Due \$3,054.92
Payment Terms Net 30

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

Remit to P.O. Box 3480
Omaha, NE 68103-0480
Wire transfer to US Bank
ABA #104000029
Account #148704272449

Professional Services
From: July 26, 2015 To: August 22, 2015

Professional Services Summarization	Hours	Amount
Direct Labor	18.00	2,740.16
	18.00	Total Professional Services \$2,740.16

Expenses Summarization	Quantity	Amount
Car Rental		117.99
Car Rental Auto Fuel		60.67
Meals		69.50
Technology Charge	18.00	66.60
		Total Expenses \$314.76

Amount Due this Invoice \$3,054.92

Fee Amount	\$76,590.00
Fee Invoiced to Date	\$76,171.05
Fee Remaining	\$418.95

HDR Internal Reference Only	
Client Number	200053
Business Unit	00102
Contract Number	CON0083154
Project Number	000000000215938

W-429 Telemetry Upgrade
010-302-653200

APPROVED FOR PAYMENT

INIT DATE
ACCOUNTS PAYABLE 9/29/15
FINANCE 9/29/15
SUPERVISOR 9/29/15



Invoice

HDR Invoice No.
Invoice Date

00458558-H
September 9, 2015

Professional Services and Expense Detail				
Project ID 000000000215938		Activity 001		
St. Helens:Telemetry Upgrade2		Project Administration		
Professional Services		Hours	Billing Rate	Amount
Direct Labor	Bradshay,Melissa A	1.50	99.20	148.80
	Johnston,Bruce M	5.50	196.85	1,082.68
		7.00	Total Professional Services	\$1,231.48
Expenses		Quantity	Billing Rate	Amount
	Car Rental			117.99
	Car Rental Auto Fuel			60.67
	Meals			69.50
	Technology Charge	7.00	3.70	25.90
			Total Expenses	\$274.06
			Total Activity	\$1,505.54



Invoice

HDR Invoice No.
Invoice Date

00458558-H
September 9, 2015

Professional Services and Expense Detail				
Project ID 000000000215938		Activity 004		
St. Helens:Telemetry Upgrade2		Services During Construction		
Professional Services		Hours	Billing Rate	Amount
Direct Labor	Davis,Greg R	7.00	103.04	721.28
	Johnston,Bruce M	4.00	196.85	787.40
		11.00	Total Professional Services	\$1,508.68
Expenses		Quantity	Billing Rate	Amount
	Technology Charge	11.00	3.70	40.70
			Total Expenses	\$40.70
			Total Activity	\$1,549.38

KP



Murray, Smith & Associates, Inc.
Engineers/Planners

RECEIVED

SEP 28 2015

CITY OF ST. HELENS

121 S.W. Salmon, Suite 900 • Portland, Oregon 97204-2919 • PHONE 503.225.9010 • FAX 503.225.9022

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

September 22, 2015
Invoice No: 09-1078 - 67

Project 09-1078 Sanitary Sewer Rehabilitation Program

For professional engineering services performed through August 31, 2015

Task 370 Engineering Support Services during Construction - Godfrey Park

Labor

	Hours	Rate	Amount
Principal Engineer III	31.50	194.00	6,111.00
Professional Engineer V	27.00	138.00	3,726.00
Engineering Designer I	31.00	103.00	3,193.00
Total	89.50		13,030.00
Labor Subtotal			13,030.00

In-House Reimbursable

CADD Time - Engineer	234.00
Mileage	71.30
In-House Reimbursable Subtotal	305.30

Task Total \$13,335.30

Invoice Total \$13,335.30

SD-146 Godfrey Park Storm
010-304-653409

APPROVED FOR PAYMENT

INIT	DATE
	9/29/15
ACCOUNTS PAYABLE	
FINANCE	
SUPERVISOR	9-29-15

City of St. Helens
Library Board
Minutes from Thursday, August 18, 2015
Columbia Center Auditorium

Members Present

Barbara Lines, Chair
An Der Chang
Marsha Caton
Vanessa Jones
Mary Ellen Funderburg
Nancy Herron

Members Absent

Casey Jolissaint

Guests

Councilors in Attendance

Susan Conn

Staff Present

Margaret Jeffries, Library Director

OR

CALL MEETING TO ORDER: The meeting was called to order at 7:16 p.m. by Chair Barbara Lines.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: No public comment.

PREVIOUS MEETING MINUTES: Minutes approved with no change.

AGENDA REVISIONS: No revisions.

ELECTION OF CHAIR AND VICE CHAIR: Chair Lines stepped down as Chair from the Library Board and will act as Past Chair for the term of one year. Member Herron nominated Member Caton for position of Library Board Chair. Caton accepted the nomination. Board appointed Caton as Chair for the term of one year by unanimous vote. Member Funderburg nominated Member Herron for position of Library Board Vice-Chair. Herron accepted the nomination. Board appointed Herron as Vice-Chair for the term of one year by unanimous vote.

OREGON LIBRARY ASSOCIATION'S PUBLIC LIBRARY DIVISION FUNDRAISING WORKSHOP: Members Lines, Chang, and Funderburg expressed interest in attending. Friends of the Library President Woicak expressed interest in attending. Councilor Conn will not attend.

DESCRIPTION AND FORMATION OF SUB-COMMITTEES:

- **Policy development:** Input on use of Public Spaces, et cetera-this sub-committee could be a standing committee. Members Lines and Funderburg volunteered for this sub-committee.
- **Passport Library:** Will examine the pros and cons of joining the Passport Program. The sub-committee would look at how other Libraries have implemented the program, talk to Library Directors involved with the Program to determine if there have been complications and how they have been resolved, investigate any financial impacts, and investigate marketing advantages. Interested Members-Jones and Chang.
- **Our Community Reads (OCR):** Program will take place mid to late spring. Sub-committee members will need to read several books in order to help select which title will be chosen as the OCR Book. Members may also be asked to give suggestions as to a theme for the program. Former Board Member Bensen suggested "Mindfulness" as a theme. Interested Members-Vice-Chair Herron, Chair Caton and Jones.
- **Strategic Planning:** This sub-committee will re-visit the Library's Mission Statement, review the OLA's Library Standards and determine where the Library is meeting, exceeding or falling short of the Standards. Director Jeffries suggested breaking the Standards down into eight parts and have 4 sub-committees work on this project. This sub-committee would work closely with Policy Development.

LIBRARY DIRECTOR'S REPORT: Director Jeffries shared the end of the fiscal year Financial Report from 2014-2015. The Library finished the year \$3,672.46 under budget.

COUNCILOR'S REPORT: The City is preparing to host Halloweentown.

FRIENDS' REPORT: There was no July meeting. The next Friends meeting will be August 26.

NEXT MEETING:

The next regular meeting is scheduled for Tuesday, September 15, at 7:15 p.m. in the Auditorium.

Members need to bring all relevant materials to each meeting.

ADJOURNMENT:

The meeting was adjourned at 8:37 p.m. by Chair Lines.



Respectfully submitted by:

Library Director, Margaret Jeffries

2014-2015 Library Board Attendance Record

P=Present E=Excused Absence U=Unexcused Absence

Date	Bensen	Caton	Chang	Jolissaint	Lines	Mann	Woiccak
01/15/15	P	P	E	E	P	P	E
02/19/15	P	P	E	E	P	E	P
03/19/15	P	P	E	P	P	P	P
04/16/15	P	P	E	P	P	P	P
05/21/15	P	E	E	P	P	P	P
06/16/15	E	P	P	E	P	P	P
Date	Caton	Chang	Funderburg	Herron	Jolissaint	Jones	Lines
07/14/15	E	P	P	P	P	P	P
08/18/15	P	P	P	P	E	P	P
09/17/15							
10/15/15							
11/19/15							
12/17/15							
01/21/16							
02/18/16							

PETITION FOR TEMPORARY CLOSURE OF CITY STREET(S)

You must attach a map of street area to be closed.

RECEIVED

I (we), the undersigned petitioner(s), respectfully request of the St. Helens City Council that the following street(s) be temporarily closed off:

CITY OF ST. HELENS

Street Closure #1

SHEDCO Walking Dead Tour

Street Name:	Milton Way		
Beginning Point:	Burrat Col Blvd.		
Start Date:	left		
Time to Begin Closure:	10/23 5:30 PM	TO	9:30 PM
Purpose of Closure:	10/24 4:30 PM	TO	10:00 PM
Ending Point:	St. Helens St.		
End Date:			
Time to Reopen:	10/23	9:30 PM	
	10/24	10:00 PM	

Street Closure #2

Street Name:	10/30 4:30 PM TO 10:00 PM		
Beginning Point:			
Start Date:			
Time to Begin Closure:			
Purpose of Closure:			
Ending Point:			
End Date:			
Time to Reopen:			

Street Closure #3

Street Name:			
Beginning Point:			
Start Date:			
Time to Begin Closure:			
Purpose of Closure:			
Ending Point:			
End Date:			
Time to Reopen:			

Approval of emergency responders: (required)

X John T. [Signature] 9/11/15
Fire District Approval Date
270 Columbia Blvd./503.397.2990

X [Signature] 9/11/15
Police Department Date
150 S. 13th Street/503.397.3333

I (we) understand that any barricades or other devices to close off the street must be provided at my (our) expense or may be provided by the City at my (our) expense for specific times and dates. I (we) also understand that arrangements for placement of barricades/devices must be made with the Public Works Department (503.397.3532).

I (we) certify that I (we) have notified all affected property owners, business owners and/or tenants in person or in writing of my (our) intent to close the street(s) listed above and that written consents of each are attached. It is my (our) belief that there are no major conflicts with this closure.

Petitioner Signature: Al Peterson Date Signed: 09/14/2015

Print Name: SHEDCO Al Peterson Phone: 503-366-3050

Mailing Address: 101 St Helens St City, St, Zip: SH 97054

Petitioner Signature: _____ Date Signed: _____

Print Name: _____ Phone: _____

Mailing Address: _____ City, St, Zip: _____

FOR OFFICIAL USE ONLY

Date Received: 9-14-15 Received By: HD Date Forwarded to BL: _____

City Council: ☐ Approved: _____ Meeting Date _____ ☐ Denied: _____ Meeting Date _____

Attested: _____

City Administrator

CITY STREET CLOSURE CONSENT FORM

Applicant must take this form to each affected business for consent signatures.

St. Helens Economic Development Corporation
 Applicant SHEDO Al Peteresen Phone 503-346-3050
Judy Thompson 503 397-6056
 Name of Event SHEDO Walking Dead Tour Date(s) of Event Oct 23 Time(s) 10/23 6pm - 9pm
Oct 24 24 10/24 5pm 9:30 pm
Oct 30 10/30 5:00 9:30 pm
 Street(s) to be closed for event Milton Way runs along The Chamber between
Col. Bird & St. Helens St

The following affected businesses/individuals have been contacted and informed of the event listed above and have marked whether they consent or not to the closure of the street(s) listed above on the date(s) listed above:

Business name <u>Emmert Motors</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>[Signature]</u> Printed name <u>Michael Emmert</u> Date signed <u>9/14/15</u>	Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name <u>South Col. Co. Chamber</u> <input checked="" type="checkbox"/> I/We consent to street closure <input checked="" type="checkbox"/> I/We DO NOT consent to street closure Signature <u>[Signature]</u> Printed name <u>NATASHA PARVEY-LANKOVICH</u> Date signed <u>9/9/2015</u>	Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____	Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____	Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____

Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____

Return this to City Hall with your
 Petition for Temporary Closure of City Street(s)

☐ **Car Rental in St. Helens** www.rentalcars.com/St.-Helens Find It Cheaper And We'll Beat It! Call Us Free Or Book Online Today.

Ad

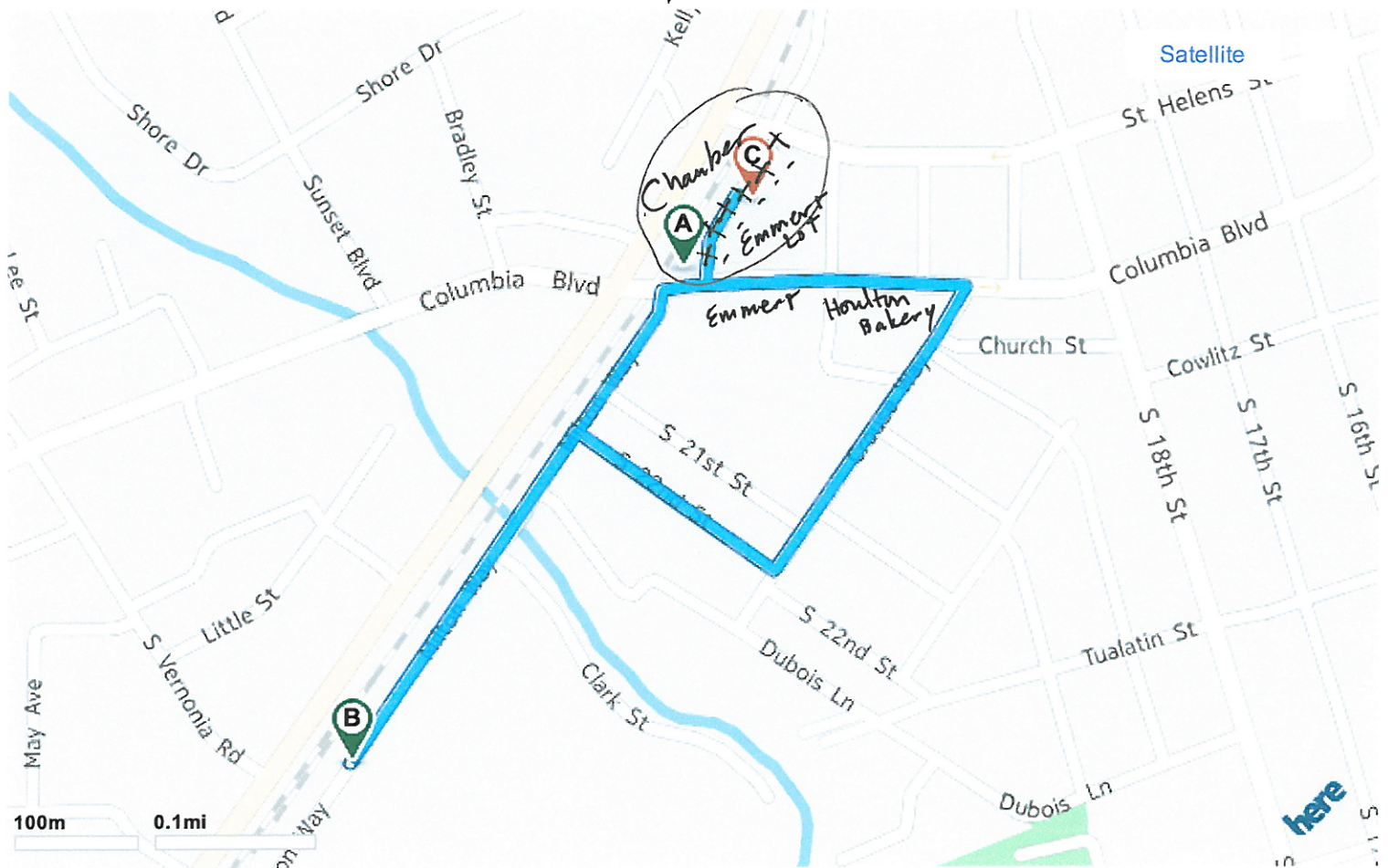
YAHOO!
MAPS*Chamber Commerce***A** 2194 Columbia Blvd, St Helens, OR 97051-1739

Enter notes here

East side of Chamber
C 166 N Milton Way, St Helens, OR 97051

Total Distance: 1.05 mi — Total Time: 5 mins

Map Layout

**A** 2194 Columbia Blvd, St Helens, OR 97051-1739[Collapse All](#)

Head toward N Milton Way on Columbia Blvd

Go for 0.1 mi

[Hide](#)

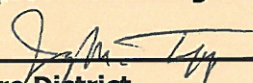
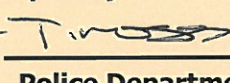
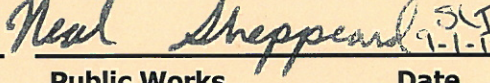
PETITION FOR TEMPORARY CLOSURE OF CITY STREET(S)

You must attach a map of street area to be closed.

I/we, the undersigned, request that the St. Helens City Council allow temporary closure of the following streets.

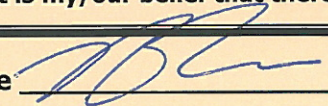
Street Closure #1			
Street Name	Cowlitz		
Beginning Point	Strand Street	Ending Point	First Street
Start Date	10/10/15	End Date	10/10/15
Time to Begin Closure	4:45 pm	Time to Reopen	6:05 pm
Purpose of Closure	10K, 5K, 1/2 mile Run/Walk Monster Dash Fundraiser		
Street Closure #2			
Street Name	First Street		
Beginning Point	Cowlitz	Ending Point	St Helens St.
Start Date	10/10/15	End Date	10/10/15
Time to Begin Closure	4:50 pm	Time to Reopen	6:05 pm
Purpose of Closure	10K, 5K, 1/2 mile Run/Walk monsterdash fundraiser		
Street Closure #3			
Street Name			
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			

Approval of emergency responders: (required)

	9/01/15		6/19/15		9-1-15
Fire District	Date	Police Department	Date	Public Works	Date
270 Columbia Blvd.	503-397-2990	150 S. 13 th St.	503-397-3333	984 Oregon St.	503-397-3532

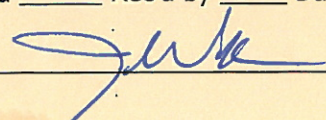
DECLARATION

I/we understand that any barricades or other devices to close off the street must be provided at my (our) expense or may be provided by the City at my/our expense for specific times and dates. I/we also understand that arrangements for placement of barricades/devices must be made with the Public Works Department (503.397.3532). I/we certify that I/we have notified all affected property owners, business owners and/or tenants in person or in writing of my/our intent to close the street/s listed above and that written consents of each are attached. It is my/our belief that there are no major conflicts with this closure.

Petitioner Signature 	Date Signed 5/22/15
Print Name Bryan Farrell	Phone 503-341-1500
Mailing Address 8117 N Edison Street APT 3	City, State, Zip Portland, OR 97203
Petitioner Signature _____	Date Signed _____
Print Name _____	Phone _____
Mailing Address _____	City, State, Zip _____

FOR OFFICIAL USE ONLY

Date Rec'd 9-23-15 Rec'd by HD Date sent to CC _____ City Council ☐ Approved ☐ Denied Meeting date _____

Attested  _____, City Administrator Date 9-23-15

CITY STREET CLOSURE CONSENT FORM

Applicant must take this form to each affected business for consent signatures.

Applicant Columbia County Rotary Club Phone _____
Name of Event Monster Dash Date(s) of Event 10/10/15 Time(s) 4:30 - 6:30 pm
Street(s) to be closed for event Cow 1st to 1st, 1st to St. Helens.

The following affected businesses/individuals have been contacted and informed of the event listed above and have marked whether they consent or not to the closure of the street(s) listed above on the date(s) listed above:

Business name Dockside Steak & Pasta
☒ I/We consent to street closure
☐ I/We DO NOT consent to street closure
Signature [Signature]
Printed name Tiffany Smith
Date signed 9-1-15

Business name CAS Community Access Services
☒ I/We consent to street closure
☐ I/We DO NOT consent to street closure
Signature [Signature]
Printed name Brandi Saba
Date signed 9/22/15

Business name Columbia County Title Escrow
☒ I/We consent to street closure
☐ I/We DO NOT consent to street closure
Signature [Signature]
Printed name Alicia Lawler
Date signed 9-22-2015

Business name Good Things Eatery
☒ I/We consent to street closure
☐ I/We DO NOT consent to street closure
Signature [Signature]
Printed name Jason Huck
Date signed 9-22-2015

Business name Pieper Ramsdell Agency
☒ I/We consent to street closure
☐ I/We DO NOT consent to street closure
Signature [Signature]
Printed name Joe Schultz
Date signed 9-22-15

Business name Columbia County Consortium
☒ I/We consent to street closure
☐ I/We DO NOT consent to street closure
Signature [Signature]
Printed name Randy Banger
Date signed 9/22/15

Business name Oregon Law Center
☒ I/We consent to street closure
☐ I/We DO NOT consent to street closure
Signature [Signature]
Printed name Holly Pennock
Date signed 9/22/2015

Business name Bobbie's Cutst
☒ I/We consent to street closure
☐ I/We DO NOT consent to street closure
Signature [Signature]
Printed name Bobbie Crouser
Date signed 9-22-15

**Return this to City Hall with your
Petition for Temporary Closure of City Street(s)**

CITY STREET CLOSURE CONSENT FORM

Applicant must take this form to each affected business for consent signatures.

Applicant Columbia County Rotary Club Phone _____
 Name of Event Monthly Dash Date(s) of Event 10/10/15 Time(s) 9:00 - 6:30pm
 Street(s) to be closed for event Court St to 1st St to St. Helens

The following affected businesses/individuals have been contacted and informed of the event listed above and have marked whether they consent or not to the closure of the street(s) listed above on the date(s) listed above:

Business name Diana Shera Taylor
☒ I/We consent to street closure
☐ I/We DO NOT consent to street closure
 Signature [Signature]
 Printed name Janelle Adams
 Date signed 9/22/15

Business name THE COLUMBIA THEATRE
☒ I/We consent to street closure
☒ I/We DO NOT consent to street closure
 Signature [Signature]
 Printed name TAKE HUTCHISON
 Date signed 09/22/2015

Business name _____
☒ I/We consent to street closure
☐ I/We DO NOT consent to street closure
 Signature [Signature]
 Printed name Tamara Pargue
 Date signed 9/22/15

Business name _____
☐ I/We consent to street closure
☐ I/We DO NOT consent to street closure
 Signature _____
 Printed name _____
 Date signed _____

Business name _____
☐ I/We consent to street closure
☐ I/We DO NOT consent to street closure
 Signature _____
 Printed name _____
 Date signed _____

Business name _____
☐ I/We consent to street closure
☐ I/We DO NOT consent to street closure
 Signature _____
 Printed name _____
 Date signed _____

Business name _____
☐ I/We consent to street closure
☐ I/We DO NOT consent to street closure
 Signature _____
 Printed name _____
 Date signed _____

Business name _____
☐ I/We consent to street closure
☐ I/We DO NOT consent to street closure
 Signature _____
 Printed name _____
 Date signed _____

**Return this to City Hall with your
 Petition for Temporary Closure of City Street(s)**

CITY STREET CLOSURE CONSENT FORM

Applicant must take this form to each affected business for consent signatures.

Applicant Colman Canyon Rotary Club Phone _____
 Name of Event Mardi Gras Date(s) of Event 10/12/15 Time(s) 4:30 to 6:30
 Street(s) to be closed for event Court St to 1st St to St. Helens

The following affected businesses/individuals have been contacted and informed of the event listed above and have marked whether they consent or not to the closure of the street(s) listed above on the date(s) listed above:

Business name <u>Scandalous Hair Design</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>Cathy Miller</u> Printed name <u>Cathy Miller</u> Date signed <u>9-22-2015</u>
Business name <u>Jillup</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>Jillian Owens</u> Printed name <u>Jillian Owens</u> Date signed <u>9/22/15</u>
Business name <u>Klondike</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>R. B. Burt</u> Printed name <u>R. B. Burt</u> Date signed <u>9/22/15</u>
Business name <u>Bernie's Printing</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>Andrew Bliss</u> Printed name <u>Andrew Bliss</u> Date signed <u>9/22/15</u>

Business name <u>St. Helens Computer</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>Paul Terhune</u> Printed name <u>Paul Terhune</u> Date signed <u>9/22/15</u>
Business name <u>LAW OFFICE OF MAURICE CASSIDY</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>Maurice Cassidy</u> Printed name <u>MAURICE CASSIDY</u> Date signed <u>9/22/15</u>
Business name <u>Van Natta & Peterson</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>Agnes Marie Peterson</u> Printed name <u>Agnes Marie Peterson</u> Date signed <u>9-22-2015</u>
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____

**Return this to City Hall with your
 Petition for Temporary Closure of City Street(s)**

SPECIAL EVENTS LIABILITIES CHECKLIST

Marathons, Walkathons and Bicycle Events

	YES	NO	N/A
All participants sign liability waivers to participate?	X		
Comments:			
Minor children's waivers signed by parent/guardian?	X		
Comments:			
Route map published prior to the event?	X		
Comments:			
Route map given to participants?		X	
Comments: Route maps were posted on our web page			
Event course inspected before race; repairs made as needed?	X		
Comments:			
Event course clearly marked for participants?	X		
Comments:			
Traffic and road closure plan written and mapped?	X		
Comments:			
Road closures/barricades checked before and during event?	X		
Comments:			
Emergency medical and other services available?	X		
Comments:			
Event sponsor provides city with hold harmless indemnification defense agreement in favor of the city?	X		
Comments:			
Has event sponsor provided a certificate of insurance with city named as insured?	X		
Comments:			
Additional comments:			

This checklist is to be used as a general overview of potential exposures. It is not practical to design a checklist for every conceivable risk. Therefore, event coordinators should not rely on the questions in this checklist as the only issues that need to be addressed. Additional forethought and planning may be necessary to identify, analyze, and deal with other loss exposures.





CERTIFICATE OF LIABILITY INSURANCE

7/1/2016

DATE (MM/DD/YYYY)
09/23/2015

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 LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: Lockton Companies	
	PHONE (A/C No. Ext): 1-800-921-3172	FAX (A/C No.): 1-312-681-6769
	E-MAIL ADDRESS: Rotary@lockton.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Westchester Fire Insurance Company	10030
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
1379367 All Active US Rotary Clubs & Districts
Attn: Risk Management Department
1560 Sherman Ave.
Evanston, IL 60201-3698

COVERAGES ROTIN01

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PMI G23861355 007	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PMI G23861355 007	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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

The Certificate Holder is included as Additional Insured where required by written and signed contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

City of St. Helens
265 Strand St.
St. Helens, OR 97051

RE: Rotary Club of Columbia County, Oregon
Monster Dash St. Helens October 10, 2015 5:00-8:00pm

CANCELLATION

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

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 7th day of October, 2015 are the following Council minutes:

2015

- Work Session and Regular Session Minutes dated September 2, 2015
- Work Session, Public Hearing and Regular Session Minutes dated September 16, 2015

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

September 2, 2015

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

Members Absent: Ginny Carlson, Councilor

Staff Present: Jon Ellis, Finance Director
Kathy Payne, 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
Jennifer Dimsho, Assistant Planner

Others: Paul Pulliam
Alta Lynch
Gabby Alexander
Page Atchison
Brianne Mares
Claudia Frace
Cassidy Jones
Nicole Thill

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

Visitor Comments

♦Paul Pulliam. He lives on South First Street in St. Helens. He is requesting the Council delay the reading of the ordinance on tonight's agenda that will remove all parking along 100-160 South First Street. His house was purchased with the understanding that they would be allowed to park along the street. He would like to defer any action to allow residents the opportunity to work with the City on alternative solutions.

There was discussion about using the upper level for one direction of flow and the lower level for the opposite direction of flow. Paul suggests not allowing heavy trucks to utilize South First Street if they make that change.

Employee Length of Service Award

Police Officer Kevin Miller has worked for the City for 20 years and will be awarded a Length of Service Certificate and a 20 year pin. Thank you for your service, Officer Miller!

Request from Oregon Climate Regarding Carbon Dividends

Cassidy Jones and Page Atchison from Oregon Climate were in attendance to give a presentation. Oregon Climate would like the Council to adopt a resolution urging the Oregon Legislature to put a price on carbon and hold polluters accountable, specifically through a cap and dividend scenario. She gave her presentation which is on file in the archive packet for this meeting.

Request from Elks Regarding New Veterans Bunker

Alta Lynch from the Elks was in attendance to make her request. The Elks Lodge is opening an "Elks Veterans Bunker" offering services to veterans/military and their families/survivors for information and assistance. They need to make some changes to the house that they are using, which requires a Site Design Review and a building permit. She is requesting that the City waive or reduce the fees for them since they are non-profit and their funds are limited and used to support the building and incurred expenses.

Motion: Upon Locke's motion and Conn's second, the Council unanimously approved waiving the Site Design Review and building permit fees.

Continued Discussion on Proposed Ordinance Regarding Business Licenses

In a memo to the Council dated August 17 from City Planner Jacob Graichen, he states, "Due to recent activity, staff needs to know how to proceed in regards to allowing marijuana related businesses within the City. Since a business within the City is required to have a business license, business licenses contrary to federal law are not allowed, and the City's business license rules require compliance with federal law, a change is needed in the code to allow businesses that involve marijuana. Though legal in the state of Oregon, the federal government still considers it illegal per federal law."

Graichen reviewed the Council's options.

Brianne Mares, Columbia Community Mental Health Certified Prevention Specialist, requested the opportunity to give Council a presentation on the use and effects of marijuana. A copy of the presentation is included in the archive meeting packet. The consequences of marijuana abuse impairs memory, attention, judgement, cognitive function, coordination, balance, vision and learning.

Mayor Peterson would like to wait to make changes to the code based on the unknowns at the state level. Councilor Conn expressed her concern that putting a decision on hold would be inconsistent with earlier decisions the Council has made in regards to zoning, distance between establishments, etc.

Graichen pointed out that the Planning Department has received three Conditional Use Permits for dispensaries. Two permits have been approved and one will continue next week with deliberations. The permits are good for a year and a half and a one year time extension.

The ordinance is on tonight's agenda for the first reading. The Council will wait until all members are present at tonight's meeting to make a decision on how to proceed.

Request from Miss Teen Rodeo Oregon

2016 Miss Teen Rodeo Oregon Baylee Crawford, who is from St. Helens, attended the August 12 Council meeting and requested support from the Council for her 2016 reign as Miss Teen Rodeo.

Councilor Locke explained that Baylee is on the St. Helens Youth Council. The sponsorship would support her travels as she represents St. Helens as Miss Teen Rodeo Oregon. Finance Director Ellis said there is available funding in the Council's budget for grants and awards.

Motion: Upon Locke's motion and Morten's second, the Council unanimously granted a \$500 sponsorship to Baylee Crawford to serve as an ambassador of St. Helens.

Review Proposed Amendments to Building Official Job Description

Recently, the Council authorized the hiring of a Building Official. While reviewing the job description, it was determined that the job description needed updating to specify more clearly what certifications are needed.

Review Proposed Amendments to WWTP Operator III Job Description

Over a period of time, basic job duties and tasks tend to change slightly to match up with current equipment, technology, and other factors encountered on a day-to-day basis. With a staff member's recent departure to take a new position at another agency, it seemed a good time to review the job description for the WWTP Operator III position. A few minor revisions were made to better reflect the previous and anticipated essential duties of the job. The open position will be advertised upon approval of the revised job description.

Review Proposed Risk Management Program Policy

Several years ago, the City formed an Executive Risk Management Team at the direction of CityCounty Insurance Services (CIS). This is part of the Bonus Incentive Programs through CIS which gives us credits if we comply with certain standards. We have been working on several things and one of those is developing a Risk Management Program Policy.

The mission of the Risk Management Program is to identify and assess risks, select and implement measures to address risk, and monitor the program's effectiveness in an organized and coordinated fashion to pro-actively identify risk and prevent claims.

A resolution is on tonight's agenda for adoption.

Review Proposed Worksite Wellness Program Policy

A resolution is on tonight's agenda for adoption.

Review Proposed Ordinance Related to Utilities Administrative Processes

Staff has prepared Ordinance No. 3195 Amending St. Helens Municipal Code Title 13 relating to Utilities Administrative processes for Billing and Rates. The first reading of subject ordinance is scheduled for this evening.

The ordinance required amendments to improve clarification and documentation of existing processes and practices associated with the administration of utilities from setting up customer accounts, through the billing of customers and setting of rates. The administrative procedures associated with water, sanitary sewer, and storm water sewer service billings and rates are, or should be, identical and should be in a separate administrative code section, rather than mainly in the water utilities chapter as they are now. Combining these administrative procedures would enhance the public's understanding of the process and would make it easier and clearer when staff needs to communicate about the processes to the public.

Chapter 13.02 – Utility Service Administration, is a new section and many of the provisions were taken from Chapter 13.04. Since this is a new code section, a normal redline versions that accompanies the reading of the ordinance would be all redline underline (new verbiage). However, staff has prepared a quasi-version of a redline to help illustrate the changes to the code section which were moved from chapter 13.04 and highlight the new sections which further clarify existing practices and procedures. Please reference attachment 'A' in the archive meeting packet.

Chapter 13.04 – Water Utility needs to be amended to prevent redundancy with Chapter 13.02 and to update and improve the language of most of the remaining sections of the chapter to

reflect that fees, charges and rates shall be set by council resolution, to make the provisions gender neutral and to reflect the correct titles of the Public Works Directors. Please reference Attachment 'B' in the archive meeting packet.

Review Recommendations from Parks Commission

- 1) Received a request from Susan Hirchi to add her late father's name to the sign at the Sixth Street ballfield. John Warren served as an umpire at that park for 35 years. He was very involved in little league during that time. Council was in consensus to add his name to the sign.
- 2) The Friends of Nob Hill are requesting the City pay the annual Intertwine Alliance membership fee of \$25. Intertwine Alliance works with parks, trails and nature conservancies to help find funding for projects. Council was in consensus to fund the membership fee through the Parks Department budget, as long as it's a membership of the Parks Commission and not only Nob Hill.

Department Reports

Police Chief Moss reported...

- Rick Graham was promoted to lieutenant. Anthony Miltich was promoted to sergeant.
- Thank a Police Officer Day is September 19. To help interact with youth, kids under 12 can get a card to collect police officer autographs and then come back to the Police Department for a free treat and entry into a drawing.

Public Works Engineering Director Nelson reported...

- The dock pay station is now functioning.
- Tonight's agenda includes an abatement of sewer laterals resolution for the laterals that have not been repaired.
- They have hit a solid mass of rock working on the Godfrey Park storm drain project. They are looking at alternate ways to get through the rock.
- Mayor Peterson asked staff to meet with the residents effected by parking on South First Street. The ordinance will be tabled to allow time for review.

Public Works Operations Director Sheppard reported...

- They are waiting to have gates put in to access the walking trail on the former Boise property. Signs will be posted to stay on the path, open dawn to dusk, and no smoking. Additional signs will be posted for safety hazards.

Library Director Jeffries reported...

- The Library and SHEDCO are co-hosting a conversation project next Thursday at 7 p.m. The theme is, "A City Center: Rethinking Downtown." The City of Eugene City Planner will be leading the discussion. She will be here earlier in the day to visit the waterfront property.
- The Library Board recently filled three open positions. They elected a vice chair, chair and a past chair. Four specific subcommittees were formed:
 - Strategic Plan
 - Policy Development
 - Should we become a passport library?
 - Our Community Reads

Finance Director Ellis reported...

- Tonight's agenda includes a request to enter into an agreement with Portland State for the Total Employer Cost Compensation project. Twenty-two agencies are participating now. It provides you with a pay and compensation comparison database.

- Tonight's agenda also includes resolutions for nuisance abatements.
- Building equipment upgrades was mentioned during the budget review. A high priority need is the City Hall HVAC system. He will return with recommendations.

City Recorder Payne reported...

- The League of Oregon Cities Conference is coming up September 24-26 and the Council needs to designate a voting delegate and alternate for the LOC Annual Membership Meeting. **Motion:** Upon Locke's motion and Conn's second, the Council unanimously voted to have Morten be the voting delegate and Conn be the alternate.

Council Reports

Mayor Peterson reported...

- Nothing to report.

Councilor Conn reported...

- Attended a planning team meeting yesterday for the Crisis Intervention training. The second training session will be held October 19-23. Last year, the Council donated money from their budget to supply snacks during the training. She is requesting \$300 from Council discretionary funds to be used for snacks. Council concurred.

Council President Morten reported...

- Based on previous discussions with Council, he would like staff to evaluate our IT service and their contract. Locke pointed out that we have a local company who is capable of performing the service and may be less expensive. Ellis expressed that he has been very satisfied with their service but is aware of the need for cost efficiency and effectiveness. Discussion will continue at the next work session when City Administrator Walsh is present.
- He received a call from KOHI. They want to feature the City during a radio show. One idea is to feature a department head once a month. They could talk about projects and receive calls.
- The Parks Commission talked a lot about McCormick Park camping. Police officers have been evicting campers, parks staff is concerned about safety and the public does not feel safe walking the trails. The Parks Commission recommends closing the campground. Sand Island camping is also a safety concern. He would like to see camping policies be reviewed and updated.

Councilor Locke reported...

- On Monday, Youth Council worked on cutting back the blackberry bushes along the new waterfront trail. He thanked Public Works crews for their work on the trail.
- Youth Council will resume their regular meeting schedule September 14 at 7 p.m. They will meet every other week.



There being no further business, the meeting was adjourned at 4:01 p.m.

ATTEST:

Kathy Payne, City Recorder

Randy Peterson, Mayor

City of St. Helens

CITY COUNCIL

Regular Session Minutes

September 2, 2015

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

Staff Present: Jon Ellis, Finance Director
Kathy Payne, City Recorder
Margaret Jeffries, Library Director
Terry Moss, Police Chief
Neal Sheppard, Interim Public Works Co-Director
Sue Nelson, Interim Public Works Co-Director

Others: Nicole Thill
Sally Gump
Jeanne Crawford
John Chabala
Lisa Reinhart
Ronnie Reyes
Doug Walker
Michael West
Allan G.
Barbara Schoneger
Gary Miller
Shirley Walker
Baylee Crawford
Val O'Farrell
Brent Reinhart
Michelle Miller

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

Pledge of Allegiance – Mayor Peterson

Invitation to Citizens for Public Comment

♦Sally Gump. Water bills are very expensive. She is a widow on a limited income and fears for senior citizens also on a limited income. Families cannot afford their water bills. Her beautiful yard has suffered and now looks like a desert, just like many others. The City is buying land for businesses, parks and condos. We need large businesses and industry to supplement the cost of water rates. She suggests changing to a monthly bill pay system. She works at Pet Palace, which uses a lot of water washing dogs and cats all day, as well as laundry. Their water and sewer bill was not much more than her own. Why do businesses have a cheaper rate?

♦Doug Walker. Throughout the conflicts our country has had around the world, there have been tens of thousands of missing in action soldiers who never came home. The Oregon State legislation passed a bill requiring public buildings fly the POW MIA flag along with the US and Oregon State flag. He presented the City with two POW flags.

Council President Morten expressed his appreciation and honor to accept the flags. They will be flown at McCormick Park and the Police Station.

Ordinances – First Reading

A. **Ordinance No. 3193:** An Ordinance Amending the St. Helens Municipal Code Chapter 5.04 to Allow Business Licenses for Marijuana Related Businesses

Mayor Peterson read Ordinance No. 3193 by title for the first time.

Motion: Locke moved to table the ordinance for a year. Morten seconded.

Discussion. Question of why a year was chosen. Locke believes the year will give them time to see what the State decides. Morten would like the timeline to be more flexible.

Amended Motion: Locke amended his motion to table the ordinance for up to one year. Morten seconded. Locke, Morten and Peterson in favor; Conn and Carlson opposed.

The final reading will be held at the next regular session.

- B. **Ordinance No. 3194:** An Ordinance Amending St. Helens Municipal Code Section 10.04.150(1)(K) Regarding Parking on a Sidewalk on the East Side of South 1st Street

Motion: Upon Locke's motion and Conn's second, the Council unanimously tabled the ordinance for three months.

- C. **Ordinance No. 3195:** An Ordinance Amending St. Helens Municipal Code Title 13 Relating to Utilities Administrative Processes for Billings and Rates

Mayor Peterson read Ordinance No. 3195 by title for the first time. The final reading will be held at the next regular session.

Resolutions

- A. **Resolution No. 1710:** A Resolution Adopting a City of St. Helens Risk Management Program Policy

Mayor Peterson read Resolution No. 1710 by title. **Motion:** Upon Morten's motion and Locke's second, the Council unanimously adopted Resolution No. 1710. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

- B. **Resolution No. 1711:** A Resolution Determining that a Nuisance Exists Upon Properties Located within the City of St. Helens and Directing that Notice to Abate the Nuisance be Posted on Said Premises (Multiple Properties)

Mayor Peterson read Resolution No. 1711 by title. **Motion:** Upon Conn's motion and Locke's second, the Council unanimously adopted Resolution No. 1711. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

- C. **Resolution No. 1712:** A Resolution Determining Abatement Costs to Abate the Nuisance Upon Property Located Within St. Helens, Assessing Such Costs Against Said Property and Creating a Lien (155 Kelly Street)

Mayor Peterson read Resolution No. 1712 by title. **Motion:** Upon Locke's motion and Morten's second, the Council unanimously adopted Resolution No. 1712. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

- D. **Resolution No. 1713:** A Resolution Determining Abatement Costs to Abate the Nuisance Upon Property Located Within St. Helens, Assessing Such Costs Against Said Property and Creating a Lien (344 N. 3rd Street)

Mayor Peterson read Resolution No. 1713 by title. **Motion:** Upon Conn's motion and Morten's second, the Council unanimously adopted Resolution No. 1713. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

- E. **Resolution No. 1714:** A Resolution Determining that a Nuisance Exists Upon Property Located Within St. Helens and Directing that Notice to Abate the Nuisance be Posted on Said Premises (274 N. 9th Street, 345 S. 3rd Street, Block 2 Lot 19 on N. 14th Street)

Mayor Peterson read Resolution No. 1714 by title. **Motion:** Upon Conn's motion and Locke's second, the Council unanimously adopted Resolution No. 1714. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

- F. **Resolution No. 1715:** A Resolution Adopting a City of St. Helens Worksite Wellness Program Policy

Mayor Peterson read Resolution No. 1715 by title. **Motion:** Upon Locke's motion and Carlson's second, the Council unanimously adopted Resolution No. 1715. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

- G. **Resolution No. 1716:** A Resolution Determining that a Nuisance Exists Upon Property Located Within St. Helens and Directing that Notice to Abate the Nuisance be Posted on Said Premises (115 S. Vernonia Road)

Mayor Peterson read Resolution No. 1716 by title. **Motion:** Upon Morten's motion and Carlson's second, the Council unanimously adopted Resolution No. 1716. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

Award Bid to Duke's Root Control for 2015 De-Rooting Project

Motion: Upon Conn's motion and Locke's second, the Council unanimously awarded the bid for the 2015 de-rooting project to Duke's Root Control.

Approve and/or Authorize for Signature

- A. Personal Services Agreement with E2C Corporation for Halloweentown & Holiday Festivities
- B. Copyright License and Agreement for Portland State University's Total Employer Cost of Compensation (TECC) Software Enabled Benchmarking System
- C. Contract Payments

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

Appointments to City Boards/Commissions

Arts & Cultural Commission (3-year terms)

- XK Austin resigned. Her term expires 9/30/17.
- Luanne Kreutzer, Joan Youngberg and Kannikar Petersen's terms expire 9/30/2015. Luanne and Joan do not wish to be reappointed.

Next Meeting: September 22, 2015

Recommendation: At their August 25 regular meeting, the Commission voted to recommend to the Council appointment of Susie Patterson to the Arts & Cultural Commission. Her term will expire 9/30/17.

Motion: Upon Conn's motion and Locke's second, the Council unanimously appointed Susie Patterson to the Arts & Cultural Commission.

Consent Agenda for Acceptance

- A. Parks Commission Minutes dated June 15, 2015
- B. Planning Commission Minutes dated July 14, 2015
- C. Library Board Minutes dated July 14, 2015
- D. Accounts Payable Bill List

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

Consent Agenda for Approval

- A. Amended Building Official Job Description
- B. Amended WWTP Operator III Job Description
- C. Declare Surplus Property – Finance Department
- D. Street Closure Request: St. Frederic Church Fall Festival – Close S. 14th Street from Cowlitz to Columbia Blvd. – October 10-11, 2015
- E. Council Work Session, Public Hearing and Regular Session Minutes dated August 12, 2015
- F. Accounts Payable Bill List

Motion: Locke moved to approve 'A' through 'F' above. Carlson seconded.

Discussion. Question of the surplus property items. City Recorder Payne reported that it includes four desk chairs, two folders and one scanner.

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

Council Reports

Mayor Peterson reported...

- Nothing to report.

Councilor Conn reported...

- Nothing to report.

Council President Morten reported...

- Nothing to report.

Councilor Carlson reported...

- She is really encouraged by the community support for the upcoming Spirit of Halloweentown activities. Conn agreed.

Councilor Locke reported...

- Congratulated Sheppard on the great work done on the waterfront trail. What is the timeline to open it to the public? Sheppard is waiting for contractor quotes for the gates. It should be open within the next two weeks.

Mayor Peterson addressed Sally's statement about monthly billing. They have been discussing that change. They are working with their radio read and software programs.

Department Reports

Police Chief Moss reported...

- Clarified that marijuana taxes are not imposed until January 2016.
- Thank you to Mr. Walker for his efforts. He appreciates it.

Interim Public Works Co-Director Nelson reported...

- Nothing to report.

Interim Public Works Co-Director Sheppard reported...

- Kudos to the CIRT team for their working during Hood to Coast and other events. They do a good job.

Library Director Jeffries reported...

- Nothing to report.

Finance Director Ellis reported...

- Nothing to report.

City Recorder Payne reported...

- Nothing to report.

Adjourn - There being no further business, the meeting adjourned at 7:19 p.m.

ATTEST:

Kathy Payne, City Recorder

Randy Peterson, Mayor

City of St. Helens

CITY COUNCIL

Work Session Minutes

September 16, 2015

Members Present:

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

Staff Present:

John Walsh, City Administrator
Jon Ellis, Finance Director
Crystal Farnsworth, Communications Officer
Margaret Jeffries, Library Director
Terry Moss, Police Chief (attended for a short time)
Neal Sheppard, Public Works Operations Director
Jacob Graichen, City Planner
Anya Moucha, Main Street Program Coordinator
Rick Graham, Lieutenant
Anthony Miltich, Sergeant

Others:

Janet Albright
Genell Grow
Cheryl VanDomelen
Al Petersen

Sally Ann Marson
Blanche Katz
Victoria Worral
Yvette Drak

Larry VanDolah
Sharon Eunger
Ed Burgmans

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

Employee Length of Service Award

Lieutenant Rick Graham was recognized for his 25 years of service to the City of St. Helens. He received a certificate and a lapel pin.

Amendment to Agenda

The agenda was amended to include Ordinance 3196 discussion to allow medical marijuana as a retail establishment. It establishes a business license application procedure and requires licensee to enter into a community impact agreement with the City in addition to meeting state licensing requirements. Funds from that agreement are directed to public safety and marijuana related programs. It also eliminates the local tax regulations adopted last year.

It was the consensus of the Council to put this on the agenda tonight for the first reading. If passed, it would take effect 30 days after the second reading.

Visitor Comments

♦ Al Petersen. He is following up on an email sent to the Council. He would like a Planning Commission training. It is important for all boards to receive training as well. The Council was in agreement that this was important.

- ♦ Ed Burgmans. He operates a company called Alternative Medical Consulting. He works with city governments to bring information from the state capitol to them for implementation of Measure 91. Growers would like a legal market to distribute a safe product. He does not agree with businesses being inside city limits because he has kids. However, is it safer to be inside or outside city limits? Testing should be implemented on products. An advantage of being legal, is that now it can be regulated. He suggests having the citizens of St. Helens vote whether to have a dispensary in town or not. He is offering his services to the City if they have any questions for him or concerns that should be brought to the senate.

- ♦ Larry VanDolah. He thanked Lieutenant Graham for his 25 years of service. He has been a great officer. He also thanked the Council for addressing the marijuana issue. He will continue fighting until he has his business license in hand. He has concerns on the negotiations involved with the business license rules. Each business will have different impacts and he isn't sure how that process will work. He is concerned about the percentage that the City will seek as part of the contract.

- ♦ Cheryl VanDomelen. Cheryl passed out a handout on why banning legal weed is bad for Oregon communities. She read a statement into the record. She would like the Council to move forward in a positive manner on the marijuana issue.

- ♦ Victoria Worral. She is working on a pedestrian/bike reflector project so that people are more easily seen in the dark. The reflectors are only about \$7 and can be the difference between life and death when it comes to being seen. You can see the reflectors from up to three blocks away, even in the rain and dark. She would like support in spreading her cause. She would also like to meet with the Youth Council to ask for their assistance. Free reflectors will be handed out to all the kindergartners at the Lewis & Clark School this year. There are many designs to choose from and are very durable.

Councilor Locke brought forward a request to make October Reflector Awareness month. Council concurred.

Discuss City's Support of Transit District

Transit Director Janet Wright was in attendance to make the request for support. Columbia County Rider staff have been instructed to explore the formation of a district for the transit center. Part of that formation is to go to each local jurisdiction and request their approval/support for the inclusion of their area in a formation of a special district. She would need a resolution by October 21. This would be on the May 2016 ballot.

Discussion Regarding Adult Daycare at Senior Center

Senior Center Manager Cheryl Young was in attendance to provide information that the Council requested at a previous work session. Yvette Drak is a member of the Oregon Care Providers Association which would like to utilize the St. Helens Senior Center for senior care. They would have their own insurance. Cheryl is asking for Council approval to use the building for this purpose. The daycare will operate on Mondays, Wednesdays and Fridays. Those days may expand, depending on the number of staff and clientele. There are a number of people that need the care. The time period is proposed to be 7:30 a.m. to 5:30 p.m. There would be a maximum of 20 clients proposed for this program that the Center could accommodate. The Oregon Care Providers Association will be liable and responsible for the program. There would be one qualified staff person per six daycare clients. They would not pay rent, but will pay a portion of all other expenses.

Yvette said they are based in Rainier, but this is the only facility that they would have. Clients

will pay \$65 per day.

Discussion ensued about the service. Clients could come from anywhere, they do not have to be specifically from Columbia County. There is no service like this in the area.

Motion: Upon Carlson's motion and Morten's second, the Council unanimously approved the Senior Center to move forward working on the adult daycare center.

Introduce New Main Street Program Coordinator Anya Moucha

City Planner Graichen introduced the new Main Street Program Coordinator, Anya Moucha, to the Council and staff.

Review RFP for VOIP Telephone Communications System

City Administrator Walsh reviewed information related to the RFP.

Councilor Locke questioned the equipment listed. How necessary/relevant are faxes? Can phones be shared? Walsh explained that they did work to reduce lines as much as possible.

Discuss Building Official Position

(Whether or not we want in-house or contract services)

Walsh discussed the open position. He spoke with Scappoose about current shared services. Scappoose is interested in continuing the relationship in a reverse alternate where the City of St. Helens is the holder of the IGA. You can also hire a third party service to provide building services.

Councilor Locke asked if the Building Department is making money. Finance Director Ellis said yes. They have \$82,000 set aside in reserves from savings this year. If we hire someone full time, there should be sufficient revenues to balance out.

Request to Waive Fees for Spirit of Halloweentown Events

Tina Cannard, event coordinator for Spirit of Halloweentown activities, has made a request to the Council to waive the fees for the Spirit of Halloweentown festivities. The fees total approximately \$290.

Motion: Upon Conn's motion and Carlson's second, the Council unanimously waived the Spirit of Halloweentown special use permit fees.

Discuss IT Services

(Whether or not to go out for an RFP)

Finance Director Ellis distributed statistical data to the Council. We pay about \$112,000 to Centerlogic. Over \$40,000 was for software, hardware and licenses. It was a pass-through cost to benefit from their discounts. It is not efficient or effective to change to in-house at this point with current staffing. Ellis reviewed the other local agencies Centerlogic provides IT service for.

Motion: Locke moved to have staff go out for an RFP for IT services. Morten seconded.

Discussion. How much staff time does it take to prepare an RFP? Ellis said he would not have resources to work on the RFP until December. Sheppard said that time works well for them as well. All of the department heads will need to be involved in drafting the RFP.

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

Discuss Utility Billing Conversion

In a memo from Finance Director Jon Ellis dated September 16, 2015...

Request:

Shall City Council direct staff to proceed with conducting a comprehensive review of resources required to meet the goal of converting Utility Billing from bi-monthly to monthly?

Background:

Council has indicated the desire of eventually converting the Utility Billing program from a bi-monthly billing to monthly billing. Staff has initiated some changes in delivery of services to start laying a foundation to initiate such an endeavor. Some of these steps have consisted of:

1. Multi-year meter replacement program (installation of radio read meters, which is approximately 60% complete),
2. Migration of Springbrook Software to version 7 (completed in February), and
3. Outsourcing of bill printing and mailing (completed in June).

However, there still are significant resources required to be able to fully accomplish such a conversion and staff will initiate a more in-depth assessment of resources required upon Council's direction.

The comprehensive project will consist of surveying other municipal utilities who are on monthly billing cycles (hopefully connecting with some cities that have more recently gone through the conversion) to assess how they have addressed concerns associated with resources required, efficiencies derived, and how expectations and outcomes matched (from perspective of in-house and field staff, and citizens). Some of the hurdles that need to be better vetted are:

- Receipting of payments – How to efficiently address volume of bi-monthly payments on a monthly basis? 4,800 payments
- Meter reading – currently takes five employees one week every two months to read meters. How does that get addressed when converting to monthly?
- Shut-offs of 80 – 100 bi-monthly – what to expect on a monthly basis?
- Process and timing of billings versus due date versus shut-off? (i.e. billed on 1st due on 15th shut off on 21st – a lot tighter timelines)
- Transitioning strategy to ease customers from bi-monthly to monthly (i.e. suspend assessment of late fees – limited suspension of shut offs, etc.).

While many Cities make this decision based on the perception of customer service concerns/needs, which usually outweigh costs, it will be good to have a full assessment of needs/requirements, and a well vetted strategic plan prior to pulling the trigger on the final implementation of the program. The outcome of staffs' further assessments, survey, and development of a proposed implementation plan would be reviewed with City Council on October 21, 2015.

There will be additional costs associated with monthly billing. He is looking for the go-ahead from Council to invest time in seriously vetting the process.

Motion: Upon Conn's motion and Locke's second, the Council unanimously approved moving forwarding with monthly utility billing.

4th Quarter Financial Report

Ellis presented his fourth quarter report to Council. A copy of the report and PowerPoint presentation is included in the archive meeting packet. The audit will be wrapped up around Thanksgiving. More money was collected in the General Fund than anticipated in FY 14-15.

Department Reports

Public Works Operations Director Sheppard reported...

- The trail on the waterfront property should be done by end of the day. The gates and signs are installed.

Library Director Jeffries reported...

- Thanked the Council for attending the Library program, "A City Center: Rethinking Downtown." It was an excellent turnout with productive conversation.

Finance Director Ellis reported...

- Tonight's agenda includes a resolution to adopt a term limited pay stipend for unrepresented employees.

Communications Officer Farnsworth reported...

- Tonight's agenda includes a bid award to Landis & Landis for the lift station number seven upgrade project. The contract needs Council acknowledgment to move forward because the contractor did not acknowledge the addendum in their bid. Landis & Landis has submitted an email stating that the addendum will not affect the price of their bid. Council acknowledged moving forward with the bid award.

City Administrator Walsh reported...

- Tonight's agenda includes a Personal Services Agreement with Maul Foster for consulting services for area-wide planning work. He distributed copies of the draft PSA. Consultants will be here on Friday for an orientation bus tour. Council is invited to attend as well.
- Social media indicates that Spirit of Halloweentown is going to be booming. Tina is working hard to meet the demand.
- He attended the national Brownfield conference in Chicago. It was fantastic and exceeded his expectations. The City of Astoria received an award.

Council Reports

Mayor Peterson reported...

- Nothing to report.

Council President Morten reported...

- Staff has been discussing Sand Island camping. Some of the items discussed were collecting fees, offering very controlled camping options and an on-site caretaker. Those concerns will be forwarded to the Parks Commission for review.
- He and Peterson were invited to participate in a KOHI radio show at 9 a.m. on Friday.

Councilor Conn reported...

- Nothing to report.

Councilor Carlson reported...

- She is excited to see the development of the Youth Council. They are very enthusiastic about working in the community. Almost every member signed up to volunteer with the Spirit of Halloweentown and several of them are going to be on the Ford Foundation Leadership cohort coming up.

Councilor Locke reported...

- Chief Moss talked to him about the department's budget and the need for cars and radios. They are \$30,000 under budget right now. Locke asked Council to consider extending the full-time Code Enforcement Officer for a longer period of time.

Executive Session

ORS 192.660(2)(e) Real Property Transactions

Motion: At 2:42 p.m., upon Locke's motion and Carlson's second, the Council unanimously voted to move into executive session under ORS 192.660(2)(e) Real Property Transactions.

Motion: At 2:59 p.m., upon completion of the executive session, Councilor Morten moved to go back into work session, seconded by Councilor Conn, and unanimously approved.



There being no further business, the meeting was adjourned at 2:59 p.m.

ATTEST:

Crystal Farnsworth, Communications Officer

Randy Peterson, Mayor

City of St. Helens CITY COUNCIL

Public Hearing Minutes

September 16, 2015

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

Staff Present: John Walsh, City Administrator
Jon Ellis, Finance Director
Crystal Farnsworth, Communications Officer
Margaret Jeffries, Library Director
Terry Moss, Police Chief
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director
Jacob Graichen, City Planner

Others: Mary Welliver
Jennifer Plahn
Baylee Crawford
Roger Welliver
Nancy Ward
Jodi Tate
John Chabala
Cheryl VanDomelen
Don Patterson

Public Hearing

Petitioner: City of St. Helens

Proposal: Amendment to zoning law and residential use, and RV usage

Location: All areas within Houlton Business District, HBD, & city wide

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

Ex-Parte Contact/Conflict of Interest – None.

Staff Report

City Planner Jacob Graichen presented his staff report dated September 9, 2015.

Based upon the facts and findings, the Planning Commission recommends approval of the proposed text amendment to the Development Code related to HBD zone's treatment of residential use in Chapter 17.32 SHMC and RV related rules in Chapter 17.80 SHMC.

The Commission does not recommend the amendments to Chapter 17.116 SHMC for the inclusion of RV usage related to medical hardship temporary uses.

Audio stopped working at 6:44 p.m.

It was the consensus of the Council to return the temporary use issue to Planning Commission for further vetting.

Testimony in Favor

No comments received.

Close Public Hearing and Record – 6:54 p.m.

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



ATTEST:

Crystal Farnsworth, Communications Officer

Randy Peterson, Mayor

DRAFT

City of St. Helens CITY COUNCIL

Regular Session Minutes

September 16, 2015

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

Staff Present: John Walsh, City Administrator
Jon Ellis, Finance Director
Crystal Farnsworth, Communications Officer
Margaret Jeffries, Library Director
Terry Moss, Police Chief
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director
Jacob Graichen, City Planner

Others: Mary Welliver
Jennifer Plahn
Baylee Crawford
Mary Woiccak
Larry VanDolah
Roger Welliver
Nancy Ward
Jodi Tate
Nancy Bensen
John Chabala
Cheryl VanDomelen
Don Patterson
Alex Mann

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

Pledge of Allegiance – Mayor Peterson

Mayor Peterson added an Executive Session to the agenda to discuss ORS 192.660(2)(e) Real Property Transactions.

Recognition – Outgoing Library Board Members

Councilor Conn recognized Mary Woiccak, Nancy Bensen and Alex Mann, for their years of service on the Library Board.

Invitation to Citizens for Public Comment

♦ Larry VanDolah. He submitted petition signatures collected. He lost track of how many were collected but believes it is around 1,500 – 1,800. He plans to attend every meeting to make sure things are progressing.

♦ Roger Welliver. He is here to speak about medical marijuana dispensaries. He is a retired Vietnam veteran and has lived in St. Helens since 1976. He has a background in law enforcement and insurance investigation. He is very concerned with the issue of medical marijuana dispensaries. He expects the City Council and City staff to implement anything the voters approve. He has a number of injuries from working as a policeman and would like a choice as to his treatment. He would like dispensaries in his town. He is not concerned with recreational marijuana.

Deliberations

Zoning Text Amendment

Motion: Upon Conn's motion and Morten's second, the Council unanimously adopted the proposed text amendment to the Development Code related to the HBD zone's treatment of residential use in Chapter 17.32 SHMC and RV related rules in Chapter 17.80 SHMC.

Ordinances – Final Readings

A. **Ordinance No. 3195:** An Ordinance Amending St. Helens Municipal Code Title 13 Relating to Utilities Administrative Processes for Billings and Rates

Mayor Peterson read Ordinance No. 3195 by title for the final time. **Motion:** Upon Locke's motion and Morten's second, the Council unanimously adopted Ordinance No. 3195. [Ayes: Locke, Carlson, Conn, Morten and Peterson; Nays: None]

Ordinances - First Readings

A. **Ordinance No. 3196:** An Ordinance Amending the St. Helens Municipal Code Chapter 5.04 and Chapter 5.30 to Allow Business Licenses for Marijuana Related Businesses and Require Marijuana Business Licenses

Mayor Peterson read Ordinance No. 3196 by title for the first time. The final reading will be held at the next regular session.

Resolutions

A. **Resolution No. 1717:** A Resolution of the Common Council of the City of St. Helens, Oregon, Adopting Term Limited Pay Stipend for Unrepresented Employees

Mayor Peterson read Resolution No. 1717 by title. **Motion:** Upon Locke's motion and Conn's second, the Council unanimously adopted Resolution No. 1717. [Ayes: Locke, Carlson, Conn, Morten and Peterson; Nays: None]

Award Bid for Lift Station No. 7 Upgrade Project to Landis & Landis Construction, LLC

Motion: Upon Conn's motion and Morten's second, the Council unanimously awarded the bid for the Lift Station No. 7 project to Landis & Landis Construction, LLC.

Approve and/or Authorize for Signature

- A. Personal Services Agreement with Maul Foster Alongi for Area-Wide Framework Plan for Waterfront Redevelopment
- B. Request for Proposals for VOIP Telephone Communications
- C. Contract Payments

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

Appointments to Boards and Commissions **St. Helens Youth Council**

Motion: Upon Locke's motion and Conn's second, the Council unanimously appointed the following members to the Youth Council: Emma Phillips, Kaylee Ruff, John Chabala, Abby Burgbacher, Gabbie Alexander, Amber Trenaman, Nathaniel Bilton, Baylee Crawford, Mackenzie Carlson, Dominic Robinson, Michael Looney and Alana Saul.

Consent Agenda for Approval

- A. Street Closure – Plaza Square and The Strand – Various Dates/Times during October for Halloweentown Events
- B. Accounts Payable Bill List

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

Council Reports

Mayor Peterson reported...

- He explained to the audience that government process can seem to take longer than people expect. The Council has been watching what the State is doing in regards to marijuana and the ordinance read tonight addresses some of that.

Councilor Conn reported...

- Nothing to report.

Council President Morten reported...

- Agreed with Peterson's statement. The Council has done a lot of research with documentation from both sides. This is part of the delay.
- He welcomed the community to use the walking path on the old Boise Veneer property. It is open from dawn to dusk.

Councilor Carlson reported...

- She thanked Peterson for calmly handling the marijuana issue. The Council wants to be good stewards of the community and not hinder businesses from operating.

Councilor Locke reported...

- A life jacket station was installed at the docks a long time ago. Recently almost all of the life jackets have disappeared. Locke asked for replacements to be obtained, particularly donations. Morten suggested a staff member call the fire district to ask for life jackets being replaced to be donated. They are in the process of replacing theirs.

Department Reports

Public Works Operations Director Sheppard reported...

- He is concerned about Locke's request to extend the Code Enforcement Officer position. He would like the opportunity to weigh in because it will affect their work load.

Library Director Jeffries reported...

- Nothing to report.

Finance Director Ellis reported...

- Nothing to report.

Communications Officer Farnsworth reported...

- Nothing to report.

City Administrator Walsh reported...

- Nothing to report.

Executive Session

ORS 192.660(2)(e) Real Property Transactions

Motion: At 7:19 p.m., upon Morten's motion and Carlson's second, the Council unanimously voted to move into executive session under ORS 192.660(2)(e) Real Property Transactions.

Motion: At 7:34 p.m., upon completion of the executive session, Carlson moved to go back into regular session, seconded by Conn, and unanimously approved.

Adjourn - There being no further business, the meeting adjourned at 7:34 p.m.



ATTEST:

Crystal Farnsworth, Communications Officer

Randy Peterson, Mayor

DRAFT

City of St. Helens
LOCAL CONTRACT REVIEW BOARD ORDER NO. 225

AN ORDER APPROVING A CLASS SPECIAL PROCUREMENT FOR
CONTRACTS NECESSARY TO FACILITATE THE
BOISE PROPERTY PROJECT

WHEREAS, ORS 279B.085 allows a local contract review board to approve of a class special procurement; and

WHEREAS, the St. Helens City staff has submitted a written request to this Board that describes a class of contracts, a contracting procedure and justification of the use of a special procurement process as it relates to contracts for the Boise Property Project (Property defined as the contiguous properties consisting of Boise Veneer, Boise White Paper, and the City's Secondary Wastewater Treatment Lagoon); and

WHEREAS, after holding a public hearing on the issue, this Board finds that using the procedure outlined in the written request is not likely to encourage favoritism in the awarding of public contracts nor will it substantially diminish competition for public contracts; and

WHEREAS, this Board also finds that using the procedure outlined in the request is reasonably expected to result in substantial cost savings to the city and therefore to the public and that using such a competitive procedure promotes the public interest in a manner that could not practicably be realized by complying with the other public contracting rules and procedures.

NOW, THEREFORE, THE LOCAL PUBLIC CONTRACT BOARD FOR THE CITY OF ST. HELENS ORDERS:

Section 1. The request for a special procurement for the class of contracts necessary to perform the Boise Property Project is approved. The procurement method shall be as outlined in the staff request for the special procurement, a copy of which is attached hereto, labeled Attachment A and hereby incorporated by reference; and

Section 2. The Board adopts as its findings to support this approval of a special procurement the rationale set forth in Attachment A.;

Section 3. Notice of this approval shall be provided by publication in at least one newspaper of general circulation in the city of St. Helens area.

Approved and adopted by the Local Contract Review Board on October 7, 2015, by the following vote:

Ayes:

Nays:

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder



Memorandum

To: St. Helens Local Contract Review Board

From: Jon Ellis, Finance Director

Through: John Walsh, City Administrator

Subject: Request for class special procurement status for contracts for the Boise Property Project

Date: October 1, 2015

The acquisition and development of the Boise Property (BP) project is on the move! However, the efforts to fulfill this outstanding opportunity for the City of St. Helens and the public involve myriad tasks which had not been contemplated in this detail in the recent past. Examples of this are the consultant contracts with such firms as Maul, Foster & Alongi, the Brownfields reparation tasks necessary to rehabilitate this property to meet its full potential, the ecological and environmental contracts with such firms as ECO Northwest, and mitigation assessment on the City's Secondary Wastewater Treatment lagoon, just to name a few. Contracts such as these are almost impossible to fit into the usual public contracting model as the model requires that the City have some sort of estimate to know which contracting process the city should follow to select a contractor, such as direct appointment, competitive quotations or a full blown RFQ for goods and/or services.

The default method under the public contracting laws is the full blown bidding process of Request for Proposals (RFP's). That would mean, however, that before any of the BP contracts could be let, the city would have to prepare the documents, including a detailed scope of work, publicize the procurement for at least one month, and compare and contrast the results, sometimes like comparing apples to oranges, to determine which bidder is the most responsible and responsive for that contract. The contract may then need to be negotiated but would certainly have to be set for the next Council meeting to award the contract. By that time, 2-3 months have elapsed since the need for the contract was discovered.

However, state law and the local contracting rules provide a method by which the city can comply with public contracting laws without have to spend the time and money required to engage in competitive bidding for each and every contract. This mechanism is the Class Special Procurement, see ORS 279B.085, OAR 137-047-0285 and SHMC 2.04.011. Therefore, staff submits this request of this Board to authorize a class special procurement for all contracts needed to complete the BP project. Details are as follows:

The class of contracts would be all those contracts necessary to complete the BP project. The applicable procedure to enter into a contract for the BP project would be any manner which the City Administrator or his designee, deems appropriate to the city's needs, including by direct appointment or purchase, or by obtaining at least three competitive

Attachment A

quotations for the goods and/or services. The City Administrator, or designee, shall make a record of the method of selecting the best contractor. The City Administrator, or his designee, shall also be authorized to award all BP projects for which the contract price does not exceed \$110,000. Contracts for which the contract price exceeds \$110,000 shall be awarded by City Council.

If this class special procurement exemption is approved, the expense and delay inherent in following the usual competitive procurement processes contained the local public contracting rules procedures would be avoided, saving the city time and money without violating public procurement laws.

In order for this Board to approve a class special procurement, the Board must first review this written request for such special procurement, hold a hearing and make certain findings. Specifically, the Board must find that:

1. the class special procurement is unlikely to encourage favoritism in the award of public contracts or to substantially diminish competition for public contracts, and
2. the class special procurement is
 - a. reasonably expected to result in substantial cost savings to the contracting agency or to the public; or
 - b. would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted thereunder.

Staff proposes that only the contracts necessary to effectuate the BP project be included in this class special procurement. The contracts needed for this project are fairly unique and require specialized expertise and coordination with other contractors on the project. Since the class is easily defined, there is little or no issue about encouraging favoritism or substantially diminishing competition for other city projects. And since the City Administrator will be in charge of the method of selection of the contractor – whether that would be by direct award or purchase or by comparing three competitive quotes - the issue of favoritism and/or substantially diminishing competition can be addressed in his report to Council on the methods of selection.

The potential for time and money savings by using this method of procurement instead of the usual bidding or RFP procedures are obvious. What may not be as obvious is the question, “What do the other contractors do on this project while they are waiting for the city to comply with its public contracting procedures?” Since a bid or an RFP can take from 6 weeks to 2 or 3 months, it is likely that the other contractors would cease forward movement on the project and go on to other projects for other clients. Getting the contractors back together again is likely to have its own delay built in – mobilization and demobilization costs will have to be paid somehow. There is a cost savings by streamlining and simplifying the process.

Attachment A

Finally, while it is not necessary to show that both cost savings and promotion of the public interest would be the result of this designation, the fact is that the public interest in the BP Project is huge and anything that can be done to keep this project moving forward is definitely in the best interests of the public. For too long some of the best waterfront (river and channel) property in Columbia County has been under private ownership and not in the public domain. Designating a class special procurement so that contracts needed to bring this project to fruition can be awarded quickly would be of great benefit to the city and to the public.

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 09/18/2015 - 10:00AM
 Batch: 00008.09.2015 - 09/18 FY 15-16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
AIRGAS USA, LLC									
P O BOX 7423									
PASADENA, CA 91109-7423									
AIRGAS									
9929848449	8/31/2015	63.24	0.00	09/18/2015				False	0
017-017-501000 Operating Materials & Sup.				CYL RENTAL FEE 4					
9929848449 Total:		63.24							
AIRGAS USA, LLC Total:		63.24							
<hr/>									
BACKFLOW MANAGEMENT INC., BMI									
PO BOX 793									
GRESHAM, OR 97030									
002110									
7733	8/18/2015	750.00	0.00	09/18/2015				False	0
017-017-554000 Contractual/Consult Serv.				REVIEW AND AMENDMENT TO TEH CITYS ORDINA					
7733 Total:		750.00							
7736	8/24/2015	85.00	0.00	09/18/2015				False	0
013-403-490000 Professional development				CROSS CONNECTION SPECIALIST CLASS 10/29/15 D.					
7736 Total:		85.00							
BACKFLOW MANAGEM		835.00							

BANKCARD CENTER
 PO BOX 4021

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ALAMEDA, CA 94501-0421									
002197									
SEPT 2015 0819	9/17/2015	16.80	0.00	09/18/2015				False	0
012-107-457000 Office supplies					AMAZON WINDOW CLINGS FOR PARKING PASSES				
SEPT 2015 0819	9/17/2015	122.00	0.00	09/18/2015				False	0
012-106-457000 Office supplies					JUST BLINDS - SHELLYS WINDOW				
SEPT 2015 0819	9/17/2015	129.00	0.00	09/18/2015				False	0
012-106-457000 Office supplies					WALMART - FRIDGE				
SEPT 2015 0819	9/17/2015	278.55	0.00	09/18/2015				False	0
017-417-459000 Utilities					COMCAST BILL				
SEPT 2015 0819	9/17/2015	10.00	0.00	09/18/2015				False	0
001-005-508000 Dockside Services					TEST CARD READER				
SEPT 2015 0819	9/17/2015	-0.40	0.00	09/18/2015				False	0
001-004-500000 Computer Maintenance					OVER PAID ON LAST CREDIT CARD BILLING				
SEPT 2015 0819 Total:		555.95							
SEPT 2015 4863	9/16/2015	61.00	0.00	09/18/2015				False	0
001-002-490000 Police Training/Supplies					T NH J GARAGE PARKING				
SEPT 2015 4863	9/16/2015	10.00	0.00	09/18/2015				False	0
001-002-490000 Police Training/Supplies					SUNOCO -GAS				
SEPT 2015 4863	9/16/2015	170.06	0.00	09/18/2015				False	0
001-002-490000 Police Training/Supplies					ENTERPRISE RENT A CAR				
SEPT 2015 4863	9/16/2015	25.00	0.00	09/18/2015				False	0
001-002-490000 Police Training/Supplies					T. MOSS AMERICAN AIR				
SEPT 2015 4863	9/16/2015	108.90	0.00	09/18/2015				False	0
001-002-501000 Operating Materials & Supp					POSITIVE PROMOTIONS				
SEPT 2015 4863	9/16/2015	95.00	0.00	09/18/2015				False	0
001-002-490000 Police Training/Supplies					OREGON ASSOCIATION T MOSS OREGON ASSOC OF				
SEPT 2015 4863	9/16/2015	48.99	0.00	09/18/2015				False	0
001-002-490000 Police Training/Supplies					T PARK SHUTTLE AND FLY				
SEPT 2015 4863	9/16/2015	781.64	0.00	09/18/2015				False	0
001-002-490000 Police Training/Supplies					AC HOTEL WASHINGTON DC T MOSS				
SEPT 2015 4863	9/16/2015	-308.85	0.00	09/18/2015				False	0
012-107-457000 Office supplies					CREDIT BACK FRAUD CHARGES PAID CARD 4863				
SEPT 2015 4863	9/16/2015	-19.99	0.00	09/18/2015				False	0
012-107-457000 Office supplies					CREDIT BACK FRAUD CHARGES PAID CARD 4863				
SEPT 2015 4863	9/16/2015	-19.99	0.00	09/18/2015				False	0
012-107-457000 Office supplies					CREDIT BACK FRAUD CHARGES VICTORIAS SECRE				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
SEPT 2015 4863	9/16/2015	-25.00	0.00	09/18/2015				False	0
001-002-490000 Police Training/Supplies				CREDIT BACK FBI NATIONAL ACADEMY					
	SEPT 2015 4863 Total:	926.76							
	BANKCARD CENTER To	1,482.71							
BULLARD LAW 200 SW MARKET ST., SUITE 1900 PORTLAND,, OR 97201 004880									
19804	9/10/2015	779.00	0.00	09/18/2015				False	0
012-101-454000 Attorney				LEGAL SERVICES					
19804	9/10/2015	7,537.50	0.00	09/18/2015				False	0
001-002-454000 Attorney				LEGAL SERVICES					
	19804 Total:	8,316.50							
	BULLARD LAW Total:	8,316.50							
BURNSIDE, JESSICA JOAN 255 N. 8TH STREET #A ST. HELENS, OR 97051 BURNSIDE									
SEPT 2015	9/9/2015	50.00	0.00	09/18/2015				False	0
001-000-204000 Bail Deposit				BAIL REFUND 2014-CR-000229 PAYMENT REC 7/22/15					
	SEPT 2015 Total:	50.00							
	BURNSIDE, JESSICA JOA	50.00							
CANON SOLUTIONS AMERICA, INC 15004 COLLECTIONS CENTER DRI CHICAGO, IL 60693 021694									
4016862011	8/31/2015	16.30	0.00	09/18/2015				False	0
001-004-473000 Misc Expense				LIB COPIER					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
4016862011 Total:		16.30							
4016927168	9/1/2015	147.08	0.00	09/18/2015				False	0
012-107-502000 Equipment expense				COPIER					
<hr/>									
4016927168 Total:		147.08							
<hr/>									
CANON SOLUTIONS AM		163.38							
<hr/>									
CARQUEST AUTO PARTS STORES 58105 COLUMBIA RIVER HWY ST. HELENS, OR 97051 005845									
1611-283821	9/3/2015	9,665.00	0.00	09/18/2015				False	0
010-305-653501 Heavy equipment - backhoe				HOIST FOUR POST LIFT					
<hr/>									
1611-283821 Total:		9,665.00							
<hr/>									
CARQUEST AUTO PART		9,665.00							
<hr/>									
CARY, DAN 59912 Tamarack Dr. ST HELENS, OR 97051 CARYD									
SEPT 2015	9/15/2015	60.00	0.00	09/18/2015				False	0
001-104-461000 Public meetings				PLANNING COMMISSION STIPENDS JULY- SEPT 201:					
<hr/>									
SEPT 2015 Total:		60.00							
<hr/>									
CARY, DAN Total:		60.00							
<hr/>									
CINTAS CORPORATION-463 PO BOX 650838 DALLAS, TX 75265-0838 006830									
463539655	9/9/2015	44.12	0.00	09/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
018-019-501000 Operating Materials					MATS				
463539655	9/9/2015	44.11	0.00	09/18/2015				False	0
018-020-501000 Operating Materials & Supplies					MATS				
463539655 Total:		88.23							
463539658	9/9/2015	38.84	0.00	09/18/2015				False	0
013-403-470000 Building					MATS				
463539658 Total:		38.84							
CINTAS CORPORATION		127.07							
COHEN, GREG									
58974 MORTEN LANE									
ST HELENS, OR 97051									
COHEN									
SEPT 2015	9/15/2015	60.00	0.00	09/18/2015				False	0
001-104-461000 Public meetings					PLANNING COMMISSION STIPENDS JULY-SEPT 2015				
SEPT 2015 Total:		60.00							
COHEN, GREG Total:		60.00							
COLUMBIA CO. RIDER									
ATTN: JANET WRITE									
230 STRAND STREET									
ST HELENS, OR 97051									
007766									
2016-1599	8/31/2015	24.00	0.00	09/18/2015				False	0
001-002-473000 Miscellaneous Expense					VOUCHERS FOR RIDES JULY AND AUG 2015				
2016-1599 Total:		24.00							
COLUMBIA CO. RIDER T		24.00							

COMCAST

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
PO BOX 34744 SEATTLE, WA 98124-1744 COMCAST									
SEPT 2015	9/14/2015	94.85	0.00	09/18/2015				False	0
013-403-458000 Telecommunication expense				PUBLIC WORKS ACCT 9144					
		<hr/>							
SEPT 2015 Total:		94.85							
		<hr/>							
COMCAST Total:		94.85							
		<hr/>							
COSTCO MEMBERSHIP									
PO BOX 34783 SEATTLE, WA 98124-1783 009256									
SEPT 2015	9/16/2015	165.00	0.00	09/18/2015				False	0
012-106-554000 Contractual/consulting serv				EXECUTIVE BUSINESS MEMBERSHIP 0001118113212					
		<hr/>							
SEPT 2015 Total:		165.00							
		<hr/>							
COSTCO MEMBERSHIP		165.00							
		<hr/>							
COUNTRY MEDIA INC.									
PO BOX 9278 PORTLAND, OR 97207 006800									
190645	8/5/2015	65.00	0.00	09/18/2015				False	0
012-101-527000 Communications				C14019 WINGS AND WHEELS					
		<hr/>							
190645 Total:		65.00							
		<hr/>							
194566	9/2/2015	45.00	0.00	09/18/2015				False	0
012-101-527000 Communications				FALL SPORTS C12838					
		<hr/>							
194566 Total:		45.00							
		<hr/>							
COUNTRY MEDIA INC. T		110.00							
		<hr/>							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
DAY WIRELESS SYSTEMS 39 INTERNATIONAL WAY LONGVIEW, WA 98632 010117									
174024-00	8/24/2015	1,030.17	0.00	09/18/2015				False	0
001-002-502000 Equipment Expense				COM PORT RADIO'S					
174024-00 Total:		1,030.17							
DAY WIRELESS SYSTEM		1,030.17							
DEMCO, INC. PO BOX 8048 MADISON, WI, 53708-8048 010130									
5679724	9/3/2015	437.44	0.00	09/18/2015				False	0
001-004-457000 Office Supplies				MATERIALS					
5679724 Total:		437.44							
DEMCO, INC. Total:		437.44							
EAGLE STAR ROCK PRODUCTS, INC. P.O. BOX 750 ST. HELENS, OR 97051 010970									
29848	9/4/2015	69.58	0.00	09/18/2015				False	0
017-017-501000 Operating Materials & Sup.				ROCK - 2ND STREET WATER					
29848 Total:		69.58							
29866	9/10/2015	258.81	0.00	09/18/2015				False	0
010-302-653201 Water main replacement				ROCK - 2ND STREET WATER					
29866 Total:		258.81							
EAGLE STAR ROCK PRO		328.39							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
EMMERT MOTORS, INC. 2175 COLUMBIA BLVD. ST. HELENS, OREGON, 97051 020693									
95618	8/27/2015	342.71	0.00	09/18/2015				False	0
001-002-510000 Automobile Expense				2008 CHEV IMPALA WHITE REPAIRS					
95618 Total:		342.71							
EMMERT MOTORS, INC		342.71							
HUBBARD, RUSSELL 275 N. RIVER STREET ST. HELENS, OR 97051 HUBBAR.R									
SEPT 2015	9/15/2015	60.00	0.00	09/18/2015				False	0
001-104-461000 Public meetings				PLANNING COMMISSION STIPENDS JULY- SEPT 201					
SEPT 2015 Total:		60.00							
HUBBARD, RUSSELL To		60.00							
INGRAM LIBRARY SERVICES, INC. INGRAM BOOK COMPANY P.O. BOX 502779 ST. LOUIS, MO 63150 016240									
87904529	8/27/2015	-24.00	0.00	09/18/2015				False	0
001-004-511000 Printed Materials				CREDIT					
87904529 Total:		-24.00							
88289573	8/30/2015	43.68	0.00	09/18/2015				False	0
001-004-483000 Audio Materials				AUDIO BOOKS					
88289573 Total:		43.68							
88289574	8/30/2015	214.59	0.00	09/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
001-004-511000 Printed Materials					PRINTED MATERIAIS				
88289574 Total:		214.59							
88289575	8/30/2015	10.97	0.00	09/18/2015				False	0
001-004-511000 Printed Materials					PRINTED MATERIALS				
88289575 Total:		10.97							
INGRAM LIBRARY SERV		245.24							
LAW ENFORCEMENT SERVICES, INC 3409-A WEST WENDOVER AVE GREENSBORO, NC 27407 018023									
15-0536	8/31/2015	50.00	0.00	09/18/2015				False	0
001-002-473000 Miscellaneous Expense					ONLINE PHQ 1				
15-0536 Total:		50.00							
LAW ENFORCEMENT SE		50.00							
LAWRENCE, KATHRYN 184 S. RIVER STREET, UNIT C ST. HELENS, OR 97051 LAWREN.K SEPT 2015	9/15/2015	60.00	0.00	09/18/2015				False	0
001-104-461000 Public meetings					PLANNING COMMISSION STIPENDS JULY- SEPT 201				
SEPT 2015 Total:		60.00							
LAWRENCE, KATHRYN		60.00							
LEAGUE OF OREGON CITIES 1201 COURT ST.NE,SUITE 200 SALEM, OR 97301 018100									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
16976	9/3/2015	20.00	0.00	09/18/2015				False	0
012-102-526000 Advertisements					WASTEWATER TREATMENT PLANT WEB ADS				
16976 Total:		20.00							
LEAGUE OF OREGON C		20.00							
MAILBOXES NORTHWEST 2034 COLUMBIA BLVD. ST. HELENS, OR 97051 019366									
SEPT 2015	8/3/2015	13.69	0.00	09/18/2015				False	0
001-002-480000 Postage					SHIPPING				
SEPT 2015 Total:		13.69							
MAILBOXES NORTHWE		13.69							
MAUL FOSTER ALONGI, INC. 400 E. MILL PLAIN BLVD SUITE 400 VANCOUVER, WA 98660 019555									
23971	9/10/2015	527.50	0.00	09/18/2015				False	0
009-209-554110 Economic and Market assessmen					WATER FRONT 0830.01.01				
23971 Total:		527.50							
23972	9/10/2015	2,693.75	0.00	09/18/2015				False	0
009-209-554110 Economic and Market assessmen					WHITE PAPER 0830.02.02				
23972 Total:		2,693.75							
23973	9/10/2015	1,732.50	0.00	09/18/2015				False	0
009-209-554110 Economic and Market assessmen					SEDIMENT REPOSITORY 0830.03.01				
23973 Total:		1,732.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
MAUL FOSTER ALONGI		4,953.75							
METROPRESORT									
3506 NW 35TH AVENUE									
PORTLAND, OR 97210-1640									
020292									
475890	9/9/2015	2,865.88	0.00	09/18/2015				False	0
012-106-554000 Contractual/consulting serv				BILL PRINTING SERVICES UB					
<hr/>									
475890 Total:		2,865.88							
<hr/>									
METROPRESORT Total:		2,865.88							
NELSON, SUSAN									
64773 GREEN ROAD									
DEER ISLAND, OR 97054									
020935									
SEPT 2015	8/31/2015	17.98	0.00	09/18/2015				False	0
013-402-457000 Office supplies				REPLACEMENT PHONE HOLSTERS AND SCREEN PR					
SEPT 2015	8/31/2015	17.98	0.00	09/18/2015				False	0
013-403-457000 Office supplies				REPLACEMENT PHONE HOLSTERS AND SCREEN PR					
<hr/>									
SEPT 2015 Total:		35.96							
<hr/>									
NELSON, SUSAN Total:		35.96							
OPUS:INTERACTIVE, INC.									
1225 W BURNSIDE STREET									
SUITE 310									
PORTLAND, OR 97209									
021979									
270752	8/15/2015	5.00	0.00	09/18/2015				False	0
001-002-500000 Computer System Maint.				ACCT 5022 POLICE EMAIL					
<hr/>									
270752 Total:		5.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
OPUS:INTERACTIVE, IN		5.00							
OREGON DMV DRIVER & MOTOR VEHICLE SERV 1905 LANA AVE. N.E. SALEM,, OR 97314-2253 023150									
SEPT 2015	8/31/2015	6.00	0.00	09/18/2015				False	0
012-102-473000 Miscellaneous					ACCT 61018 AUTOMATED REPORTING SERVICE				
SEPT 2015 Total:		6.00							
OREGON DMV Total:		6.00							
ORKIN P.O. BOX 7161 PASADENA, CA 91109-7161 ORKIN									
SEPT 2015	9/16/2015	86.00	0.00	09/18/2015				False	0
001-002-470000 Building Expense					PEST CONTROL ACCT D-12128912 POLICE				
SEPT 2015 Total:		86.00							
ORKIN Total:		86.00							
PAPE' MATERIAL HANDLING EXCHANGE P.O. BOX 5077 PORTLAND, OR 97208-5077 024755									
9638090	9/8/2015	503.82	0.00	09/18/2015				False	0
015-015-501000 Operating Materials & Supp					WATER PUMP, GASKET FREIGHT CHARGE				
9638090 Total:		503.82							
PAPE' MATERIAL HAND		503.82							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
PAULSON PRINTING 125 N. 19TH ST. ST. HELENS, OR, 97051 025300									
c8295	8/31/2015	625.00	0.00	09/18/2015				False	0
001-002-501000 Operating Materials & Supp			PROPERTY EVIDENCE RECEIPT BOOKS						
c8295 Total:		625.00							
C8300	8/31/2015	55.00	0.00	09/18/2015				False	0
001-002-501000 Operating Materials & Supp			BUS. CARDS MILTICH						
C8300 Total:		55.00							
C8308	8/31/2015	72.00	0.00	09/18/2015				False	0
001-002-501000 Operating Materials & Supp			BUS. CARDS GRAHAM						
C8308 Total:		72.00							
PAULSON PRINTING To		752.00							
PEACEHEALTH MEDICAL GROUP OCC.HEALTH 1405 DELAWARE LONGVIEW, WA 98632 025390									
03-058552	9/1/2015	230.00	0.00	09/18/2015				False	0
013-403-554000 Contractual/consulting serv			J. BEEHLER S. WILLIAMS						
03-058552 Total:		230.00							
PEACEHEALTH MEDICA		230.00							
PETERSEN, WILLIAM AL 101 ST HELENS STREET ST HELENS, OR 97051 PETER.WA									
SEPT 2015	9/15/2015	60.00	0.00	09/18/2015				False	0
001-104-461000 Public meetings			PLANNING COMMISSION STIPENDS JULY- SEPT 2015						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
	SEPT 2015 Total:	60.00							
	PETERSEN, WILLIAM A	60.00							
PORTLAND GENERAL ELECTRIC WESTERN REGION PO BOX 4438 PORTLAND, OR, 97208-4438 025702									
SEPT 2015	9/14/2015	46.52	0.00	09/18/2015				False	0
011-011-453000 Street Lighting				STREET LIGHTING ACCT 9724					
	SEPT 2015 Total:	46.52							
	PORTLAND GENERAL E	46.52							
PORTLAND MONTHLY 623 SW OAK STREET # 300 PORTLAND, OR 97205 025770									
SEPT 2015	9/14/2015	30.00	0.00	09/18/2015				False	0
001-004-512000 Periodicals				SUBSCRIPTION					
	SEPT 2015 Total:	30.00							
	PORTLAND MONTHLY T	30.00							
PORTLAND STATE UNIVERSITY INSTITUTE OF PORTLAND P O BOX 751 PORTLAND, OR 97207 PSU									
IIP16830	8/21/2015	1,600.00	0.00	09/18/2015				False	0
012-101-490000 Professional development				TECC 3-YEAR LICENSING AGREEMENT					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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IIP16830 Total:		1,600.00							
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PORTLAND STATE UNIV		1,600.00							
<hr/>									
PRECISION ENGRAVING, INC. 33097 ONNA WAY SCAPPOOSE, OR 97056 026004									
57568	9/1/2015	47.00	0.00	09/18/2015				False	0
001-002-473000 Miscellaneous Expense				MAIL BOX PLATES, PERPETUAL PLATE / ENGRAVIN					
<hr/>									
57568 Total:		47.00							
<hr/>									
PRECISION ENGRAVING		47.00							
<hr/>									
RAMOS' YARD MAINTENANCE 57703 OLD PORTLAND ROAD WARREN, OR 97053 RAMOS YA									
19205	9/25/2015	1,200.00	0.00	09/18/2015				False	0
001-110-554000 Contractual/consulting serv				224 S 20TH ST SERVICE 9-9-15					
<hr/>									
19205 Total:		1,200.00							
<hr/>									
RAMOS' YARD MAINTENANCE		1,200.00							
<hr/>									
RICOH USA, INC. PO BOX 650073 DALLAS, TX 75265-0073 027294									
95425077	9/4/2015	196.16	0.00	09/18/2015				False	0
001-002-502000 Equipment Expense				POLICE COPIER ACCT 1496666-3356313					
<hr/>									
95425077 Total:		196.16							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
RICOH USA, INC. Total:		196.16							
ROGER STAUFFER REMODELING LLC 61609 DART CREEK ROAD ST. HELENS, OR 97051 R.STAUFF									
1293	9/8/2015	720.00	0.00	09/18/2015				False	0
001-110-554000 Contractual/consulting serv				115 N VERNONIA RD HOUSE BOARDED UP					
1293 Total:		720.00							
ROGER STAUFFER REM		720.00							
SCAPPOOSE SAND & GRAVEL 33485 E. CROWN ZELLERBACH P. O. BOX AF SCAPPOOSE, OR, 97056 030050									
8061	9/11/2015	30.00	0.00	09/18/2015				False	0
013-403-501000 Operating materials/supplies				DUMP FEES					
8061 Total:		30.00							
SCAPPOOSE SAND & GR		30.00							
SCHOLL YARD MAINTENACE, RICK 555 NORTH 10th ST. HELENS, OR 97051 R.SCHOLL									
188248	9/8/2015	75.00	0.00	09/18/2015				False	0
001-002-470000 Building Expense				POLICE YARD MAINTENANCE					
188248 Total:		75.00							
SCHOLL YARD MAINTEN		75.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
<hr/>									
SEMLING, SHIELA									
35212 HAZEL ST									
ST. HELENS, OR 97051									
SMLNG.SH									
SEPT 2015	9/15/2015	60.00	0.00	09/18/2015				False	0
001-104-461000 Public meetings				PLANNING COMMISSION STIPENDS JULY- SEPT 2015					
		<hr/>							
SEPT 2015 Total:		60.00							
		<hr/>							
SEMLING, SHIELA Total		60.00							
SHRED-IT USA, LLC									
23166 NETWORK PLACE									
CHICAGO, IL 60673-1252									
SHRED-IT									
8120212255	6/30/2015	240.00	0.00	09/18/2015				False	0
012-102-554000 Contractual/consulting serv				CITY HALL SHREDDING ACCT 13627551					
		<hr/>							
8120212255 Total:		240.00							
		<hr/>							
8120250012	8/3/2015	80.00	0.00	09/18/2015				False	0
012-102-554000 Contractual/consulting serv				CITY HALL SHREDDING ACCT 13627551					
		<hr/>							
8120250012 Total:		80.00							
		<hr/>							
8120355267	8/31/2015	80.00	0.00	09/18/2015				False	0
012-102-554000 Contractual/consulting serv				CITY HALL SHREDDING ACCT 13627551					
		<hr/>							
8120355267 Total:		80.00							
		<hr/>							
SHRED-IT USA, LLC Tot		400.00							
ST. HELENS COMPUTER CENTER									
50 PLAZA SQUARE									
ST. HELENS, OR 97051-									
028496									
6312	9/3/2015	250.95	0.00	09/18/2015				False	0
018-019-501000 Operating Materials				WWTP INK HP					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
6312	9/3/2015	250.95	0.00	09/18/2015				False	0
018-020-501000 Operating Materials & Supplies				WWTP INK HP					
6312 Total:		501.90							
ST. HELENS COMPUTER		501.90							
STAPLES BUSINESS ADVANTAGE									
DEPT LA									
PO BOX 83689									
CHICAGO, IL 60696									
031983									
3277326083	9/3/2015	68.50	0.00	09/18/2015				False	0
012-102-457000 Office supplies				OFFICE SUPPLIES					
3277326083	9/3/2015	34.56	0.00	09/18/2015				False	0
012-107-457000 Office supplies				OFFICE SUPPLIES					
3277326083	9/3/2015	69.66	0.00	09/18/2015				False	0
001-103-457000 Office supplies				OFFICE SUPPLIES					
3277326083 Total:		172.72							
3277326084	9/3/2015	-4.79	0.00	09/18/2015				False	0
001-103-457000 Office supplies				OFFICE SUPPLIES					
3277326084	9/3/2015	4.79	0.00	09/18/2015				False	0
001-103-457000 Office supplies				OFFICE SUPPLIES					
3277326084 Total:		0.00							
3277326086	9/3/2015	70.45	0.00	09/18/2015				False	0
012-102-457000 Office supplies				PORTFOLIOS AND LABELS FOR OAMR CONFERENC					
3277326086 Total:		70.45							
STAPLES BUSINESS AD		243.17							

TCMS CORPORATION
PO BOX 11005
PORTLAND, OR, 97211

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
033013									
013026	9/1/2015	1,343.00	0.00	09/18/2015				False	0
012-107-554000	Contractual/consulting serv			CITY HALL CONTRACT C10630					
	013026 Total:	1,343.00							
013027	9/1/2015	363.00	0.00	09/18/2015				False	0
001-110-470000	Building expense			ANNEX CONTRACT C10000					
	013027 Total:	363.00							
013044	9/1/2015	235.00	0.00	09/18/2015				False	0
018-019-501000	Operating Materials			WWTP CONTRACT C10855					
013044	9/1/2015	235.00	0.00	09/18/2015				False	0
018-020-501000	Operating Materials & Supplies			WWTP CONTRACT C10855					
	013044 Total:	470.00							
	TCMS CORPORATION T	2,176.00							
TRAFFIC SAFETY SUPPLY CO., INC									
2324 S.E. UMATILLA ST.									
PORTLAND, OR, 97202									
033600									
102495	9/8/2015	25.70	0.00	09/18/2015				False	0
011-011-501000	Operating Materials & Supp			SIGN					
	102495 Total:	25.70							
	TRAFFIC SAFETY SUPP	25.70							
UPS									
P.O. BOX 894820									
LOS ANGELES, CA 90189-4820									
033900									
00006550XW365	9/5/2015	6.96	0.00	09/18/2015				False	0
013-403-457000	Office supplies			SHIPPING					
00006550XW365	9/5/2015	9.63	0.00	09/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
015-015-501000 Operating Materials & Supp					SHIPPING				
00006550XW365 Total:		16.59							
UPS Total:		16.59							
USA BLUEBOOK P.O. BOX 9004 GURNEE, IL 60031-9004 033965									
741137	9/2/2015	17.18	0.00	09/18/2015				False	0
017-417-501000 Operating materials and suppli					MATERIALS				
741137 Total:		17.18							
741212	9/2/2015	274.88	0.00	09/18/2015				False	0
017-417-501000 Operating materials and suppli					MATERIALS				
741212 Total:		274.88							
USA BLUEBOOK Total:		292.06							
WALSH, JOHN 5460 WINDSOR TERRACE WEST LINN, OR 97068 035390									
SEPT 2015	9/18/2015	453.68	0.00	09/18/2015				False	0
012-101-490000 Professional development					TRAVEL 1ST QTR J. WALSH				
SEPT 2015	9/18/2015	169.00	0.00	09/18/2015				False	0
009-209-554100 Environmental review					TRAVEL EXPENSE VOUCHER - BROWNFIELD J. WAL				
SEPT 2015	9/18/2015	253.00	0.00	09/18/2015				False	0
012-101-490000 Professional development					TRAVEL EXPENSE VOUCHER - ICMA ANNUAL CONF				
SEPT 2015 Total:		875.68							
WALSH, JOHN Total:		875.68							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
WEBSTER, AUDREY 215 N. 1ST STREET ST. HELENS, OR 97051 WEBSTERA SEPT 2015 001-104-461000 Public meetings	9/15/2015	90.00	0.00	09/18/2015	PLANNING COMMISSION STIPENDS JULY- SEPT 201:			False	0
SEPT 2015 Total:		90.00							
WEBSTER, AUDREY Tot		90.00							
Report Total:		41,928.58							

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 09/17/2015 - 3:24PM
 Batch: 00009.09.2015 - 09/18 FY 15-16 CONTRACT PAYMENTS



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
BRIDGE BROTHERS									
57 OLD IVY SQUARE									
ATLANTA, GA 30342									
004383									
02	8/25/2015	15,352.00	0.00	09/18/2015				False	0
010-300-652970 McCormick Pk Ped Bridge				MCCORMICK PARK PED BRIDGE					
02 Total:		15,352.00							
BRIDGE BROTHERS Tot		15,352.00							
Iron Horse Group									
P.O. Box 789									
Fairview, OR 97024									
016685									
S-634	9/8/2015	26,028.33	0.00	09/18/2015				False	0
010-303-653301 Sewer main replacement				2015 SOUTH TRUNK SANITARY SEWER CLEANING A					
S-634 Total:		26,028.33							
Iron Horse Group Total:		26,028.33							
JAMES W. FOWLER CO.									
12775 WESTVIEW DRIVE									
DALLAS, OREGON, 97338									
012675									
SEPT 2015	8/31/2015	65,407.50	0.00	09/18/2015				False	0
010-304-653409 Godfrey Outfall				SD-146 GODFREY PARK STORM					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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	SEPT 2015 Total:	65,407.50							
	JAMES W. FOWLER CO.	65,407.50							
<hr/>									
Portland & Western RR 27603 Network Place Chicago, IL 60673-1276 025631									
PWRR-0002416	8/26/2015	4,600.00	0.00	09/18/2015				False	0
010-301-653107 St Helens Street Overlay				R-622 ST. HELENS STREET OVERLAY					
	PWRR-0002416 Total:	4,600.00							
	Portland & Western RR To	4,600.00							
<hr/>									
SPECIALIZED PAVEMENT MKG., INC Specialized Pavement Marking, 11095 SW Industrail Way - St A Tualatin, OR 97062 031459									
9312-3539	8/31/2015	18,984.08	0.00	09/18/2015				False	0
011-011-549980 Street striping				2015 ANNUAL STRIPING PROJECT					
	9312-3539 Total:	18,984.08							
	SPECIALIZED PAVEMEN	18,984.08							
<hr/>									
TFT CONSTRUCTION, INC. TOM FISCHER TRUCKING 53990 WEST LANE ROAD SCAPPOOSE,, OR 97056 012226									
2254285	8/26/2015	22,949.70	0.00	09/18/2015				False	0
010-301-653108 Eisenschmidt Sidewalk-Overlay				EISENSCHMIDT LANE SIDEWALK CONSTRUCTION I					

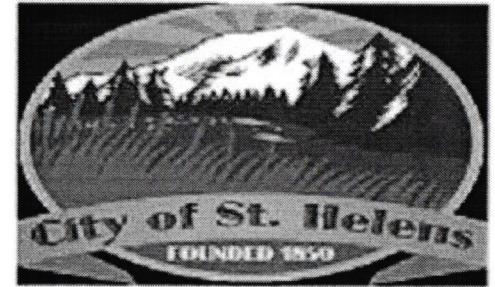
Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
2254285 Total:		22,949.70							
2254289	8/31/2015	13,291.05	0.00	09/18/2015	ST. HELENS ST OVERLAY R-622			False	0
010-301-653107 St Helens Street Overlay									
2254289 Total:		13,291.05							
TFT CONSTRUCTION, IN		36,240.75							
Report Total:		166,612.66							

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 09/25/2015 - 2:05PM
 Batch: 00015.09.2015 - 9/25 FY 15-16

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
AIRGAS USA, LLC P O BOX 7423 PASADENA, CA 91109-7423 AIRGAS									
9043413618	9/14/2015	50.15	0.00	09/25/2015				False	0
017-017-501000 Operating Materials & Sup.			CO2						
9043413618 Total:		50.15							
AIRGAS USA, LLC Total:		50.15							
AMAZON.COM PO BOX 530958 ATLANTA, GA 30353-0958 001145									
SEPT 2015	9/10/2015	249.93	0.00	09/25/2015				False	0
001-004-457000 Office Supplies			MATERIALS						
SEPT 2015	9/10/2015	259.72	0.00	09/25/2015				False	0
001-004-481000 Visual Materials			MATERIALS						
SEPT 2015	9/10/2015	37.36	0.00	09/25/2015				False	0
001-004-483000 Audio Materials			MATERIALS						
SEPT 2015	9/10/2015	89.00	0.00	09/25/2015				False	0
001-004-500000 Computer Maintenance			MATERIALS						
SEPT 2015	9/10/2015	139.99	0.00	09/25/2015				False	0
001-004-511000 Printed Materials			MATERIALS						
SEPT 2015	9/10/2015	36.24	0.00	09/25/2015				False	0
001-004-517000 Library Program			MATERIALS						
SEPT 2015 Total:		812.24							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
AMAZON.COM Total:		812.24							
APOLLO MECHANICAL CONTRACTORS P O BOX 7287 KENNEWICK, WA 99336 APOLLO									
SEPT 2015	9/21/2015	50.00	0.00	09/25/2015				False	0
001-000-311000 Business License				REFUND FOR OVERPAYMENT REC 1395257					
SEPT 2015 Total:		50.00							
APOLLO MECHANICAL		50.00							
BARBEE, DIANE , 017100									
SEPT 2015	9/14/2015	14.99	0.00	09/25/2015				False	0
001-004-481000 Visual Materials				DVD THE AGE OF ADALINE - COSTCO					
SEPT 2015	9/14/2015	8.62	0.00	09/25/2015				False	0
001-004-457000 Office Supplies				PAPER TOWELS - WALMART					
SEPT 2015 Total:		23.61							
BARBEE, DIANE Total:		23.61							
BUELL CALIBRATION & CONTROLS LLC PO BOX 722 GRESHAM, OR 97030 004866									
2228	9/21/2015	410.00	0.00	09/25/2015				False	0
018-019-501000 Operating Materials				BI ANNUAL ON SITE CALIBRATIONS WWTP					
2228	9/21/2015	410.00	0.00	09/25/2015				False	0
018-020-501000 Operating Materials & Supplies				BI ANNUAL ON SITE CALIBRATIONS WWTP					
2228 Total:		820.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
BUELL CALIBRATION &		820.00							
CENTERLOGIC, INC. 7414 NE HAZEL DELL AVE SUITE B VANCOUVER, WA 98665 011595									
31223	9/17/2015	119.90	0.00	09/25/2015				False	0
012-101-500000	Information services			IT SUPPORT					
31223	9/17/2015	1,064.97	0.00	09/25/2015				False	0
012-108-575000	Equipment expense			WWTP- AARON PC REPLACEMENT					
31223	9/17/2015	79.93	0.00	09/25/2015				False	0
001-100-500000	Information services			IT SUPPORT					
31223	9/17/2015	160.03	0.00	09/25/2015				False	0
001-103-500000	Information services			IT SUPPORT					
31223	9/17/2015	79.93	0.00	09/25/2015				False	0
001-104-500000	Information services			IT SUPPORT					
31223	9/17/2015	1,358.95	0.00	09/25/2015				False	0
001-002-500000	Computer System Maint.			IT SUPPORT					
31223	9/17/2015	65.00	0.00	09/25/2015				False	0
001-004-500000	Computer Maintenance			IT SUPPORT					
31223	9/17/2015	151.98	0.00	09/25/2015				False	0
001-105-500000	Information services			IT SUPPORT					
31223	9/17/2015	175.98	0.00	09/25/2015				False	0
012-102-500000	Information services			IT SUPPORT					
31223	9/17/2015	423.85	0.00	09/25/2015				False	0
012-106-500000	Information services			IT SUPPORT					
31223	9/17/2015	328.13	0.00	09/25/2015				False	0
013-402-500000	Information services			IT SUPPORT					
31223	9/17/2015	65.00	0.00	09/25/2015				False	0
018-019-500000	Computer System Maint.			IT SUPPORT					
31223 Total:		4,073.65							
CENTERLOGIC, INC. To		4,073.65							

CENTURY LINK

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
<hr/>									
P O BOX 29080									
PHOENIX, AZ 85038-9080									
034004									
SEPT 2015	9/11/2015	88.41	0.00	09/25/2015				False	0
001-002-458000 Telephone Expense				ACCT 1664					
SEPT 2015	9/15/2015	88.40	0.00	09/25/2015				False	0
017-417-458000 Telephone expense				ACCT 1665					
SEPT 2015 Total:		176.81							
CENTURY LINK Total:		176.81							
<hr/>									
COASTWIDE LABORATORIES									
39554 TREASURE CENTER									
CHICAGO, IL 60694-9500									
007159									
2808212	9/11/2015	440.03	0.00	09/25/2015				False	0
013-403-457000 Office supplies				GO-RAGS					
2808212 Total:		440.03							
COASTWIDE LABORATO		440.03							
<hr/>									
COLUMBIA COUNTY TRANSFER STATION									
230 STRAND STREET									
ST. HELENS, OR 97051									
007579									
4916	8/31/2015	286.28	0.00	09/25/2015				False	0
001-005-509000 Marine board expense				MUN SOLID WASTE ACCT 17					
4916	8/31/2015	26.30	0.00	09/25/2015				False	0
017-417-501000 Operating materials and suppli				MUN SOLID WASTE ACCT 17					
4916 Total:		312.58							
COLUMBIA COUNTY TR		312.58							

COLUMBIA RIVER P.U.D.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
P. O. BOX 1193									
ST. HELENS, OR, 97051									
008325									
SEPT 2015	9/14/2015	465.31	0.00	09/25/2015				False	0
001-002-459000 Utilities				ACCT 7493					
SEPT 2015	9/14/2015	906.76	0.00	09/25/2015				False	0
001-004-459000 Utilities				ACCT 7493					
SEPT 2015	9/14/2015	1,259.70	0.00	09/25/2015				False	0
001-005-459000 Utilities				ACCT 7493					
SEPT 2015	9/14/2015	266.32	0.00	09/25/2015				False	0
001-005-509000 Marine board expense				ACCT 7493					
SEPT 2015	9/14/2015	4,899.71	0.00	09/25/2015				False	0
011-011-453000 Street Lighting				ACCT 7493					
SEPT 2015	9/14/2015	800.26	0.00	09/25/2015				False	0
012-107-459000 Utilites				ACCT 7493					
SEPT 2015	9/14/2015	313.08	0.00	09/25/2015				False	0
013-403-459000 Utilities				ACCT 7493					
SEPT 2015	9/14/2015	2,780.51	0.00	09/25/2015				False	0
017-017-459000 Utilities				ACCT 7493					
SEPT 2015	9/14/2015	5,514.95	0.00	09/25/2015				False	0
017-417-459000 Utilities				ACCT 7493					
SEPT 2015	9/14/2015	1,114.14	0.00	09/25/2015				False	0
018-019-534000 Electrical Energy				ACCT 7493					
SEPT 2015	9/14/2015	3,342.40	0.00	09/25/2015				False	0
018-020-534000 Electrical Energy				ACCT 7493					
SEPT 2015	9/14/2015	22.70	0.00	09/25/2015				False	0
018-021-459000 Utilites				ACCT 7493					
SEPT 2015	9/14/2015	464.79	0.00	09/25/2015				False	0
018-022-459000 Utilities				ACCT 7493					
SEPT 2015 Total:		22,150.63							
COLUMBIA RIVER P.U.D		22,150.63							

COMCAST
PO BOX 34744
SEATTLE, WA 98124-1744
comcast

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
SEPT 2015	9/22/2015	116.61	0.00	09/25/2015				False	0
001-005-458000 Telephone Expense				ACCT 9228 PARKS					
SEPT 2015 Total:		116.61							
COMCAST Total:		116.61							
COUNTRY MEDIA INC. PO BOX 9278 PORTLAND, OR 97207 006800									
195259	9/9/2015	73.68	0.00	09/25/2015				False	0
009-201-652000 Gateway project - phase I				CH15-0241 PUBLIC HEARING NOTICE					
195259 Total:		73.68							
COUNTRY MEDIA INC. T		73.68							
E2C CORPORATION 2316 NE MINNEHAHA STREET VANCOUVER, WA 98665 E2C									
3756	9/23/2015	150.00	0.00	09/25/2015				False	0
008-008-558104 Events				ST. HELENS PRESS RELEASE FOR SPIRIT OF HALLO					
3756 Total:		150.00							
E2C CORPORATION Tota		150.00							
EAGLE STAR ROCK PRODUCTS, INC. P.O. BOX 750 ST. HELENS, OR 97051 010970									
29896	9/16/2015	137.13	0.00	09/25/2015				False	0
009-209-554000 Contract Services				ROCK 1ST STREET WATER					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
29896 Total:		137.13							
EAGLE STAR ROCK PRO		137.13							
ENVIRONMENTAL RESOURCE ASSOC. DEPT. CH 19753 PALATINE, IL 60055-9753 011470									
768441	9/10/2015	89.91	0.00	09/25/2015				False	0
018-019-501000 Operating Materials				MATERIALS					
768441	9/10/2015	89.92	0.00	09/25/2015				False	0
018-020-501000 Operating Materials & Supplies				MATERIALS					
768441 Total:		179.83							
ENVIRONMENTAL RESO		179.83							
FARNSWORTH, CRYSTAL , 011858									
SEPT 2015	9/21/2015	104.36	0.00	09/25/2015				False	0
012-101-490000 Professional development				OAMR CONFERENCE TRAVEL EXPENSE					
SEPT 2015 Total:		104.36							
FARNSWORTH, CRYSTA		104.36							
FOOD & WINE PO BOX 62160 TAMPA, FL 33662-2160 FOOD&WIN									
SEPT 2015	9/22/2015	29.95	0.00	09/25/2015				False	0
001-004-512000 Periodicals				SUBSCRIPTIONS					
SEPT 2015 Total:		29.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
FOOD & WINE Total:		29.95							
GALLAGHER, DANIEL Q. ATTORNEY AT LAW PO BOX 978 SCAPPOOSE, OR 97056 013075									
SEPT 2015	9/15/2015	390.00	0.00	09/25/2015				False	0
001-103-554000 Contractual/consulting serv				2015-CR-000116 GEORGE JOHN HUGHES III					
SEPT 2015	9/15/2015	206.00	0.00	09/25/2015				False	0
001-103-554000 Contractual/consulting serv				IAN THOMAS RUSHING					
SEPT 2015 Total:		596.00							
GALLAGHER, DANIEL Q		596.00							
Gemstone Talent 27943 Seco Cyn Rd. #212 Los Angeles, CA 91350 013227									
SEPT 2015	9/25/2015	1,955.61	0.00	09/25/2015				False	0
008-008-558104 Events				TRAVEL EXPENSE MS BROWN OCT 10TH EVENT					
SEPT 2015 Total:		1,955.61							
Gemstone Talent Total:		1,955.61							
GLAMOUR PO BOX 37688 BOONE, IA 50037-4688 GLAMOUR									
SEPT 2015	9/22/2015	18.00	0.00	09/25/2015				False	0
001-004-512000 Periodicals				PERIODICALS					
SEPT 2015 Total:		18.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
GLAMOUR Total:		18.00							
HACH COMPANY 2207 COLLECTIONS CENTER DRIV CHICAGO,, IL 60693 014200									
9560941	9/4/2015	114.16	0.00	09/25/2015				False	0
017-017-501000 Operating Materials & Sup.				REAGENT SET CHLORINE FREE CL17					
9560941	9/4/2015	57.08	0.00	09/25/2015				False	0
017-417-472000 Lab testing				REAGENT SET CHLORINE FREE CL17					
9560941 Total:		171.24							
HACH COMPANY Total:		171.24							
INGRAM LIBRARY SERVICES, INC. INGRAM BOOK COMPANY P.O. BOX 502779 ST. LOUIS, MO 63150 016240									
88867954	9/4/2015	29.28	0.00	09/25/2015				False	0
001-004-483000 Audio Materials				AUDIO BOOKS					
88867954 Total:		29.28							
88867955	9/4/2015	17.97	0.00	09/25/2015				False	0
001-004-511000 Printed Materials				BOOKS					
88867955 Total:		17.97							
88867956	9/4/2015	144.42	0.00	09/25/2015				False	0
001-004-483000 Audio Materials				AUDIO BOOKS					
88867956 Total:		144.42							
88867957	9/4/2015	926.19	0.00	09/25/2015				False	0
001-004-511000 Printed Materials				BOOKS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	88867957 Total:	926.19							
88867958	9/4/2015	80.40	0.00	09/25/2015				False	0
001-004-511000 Printed Materials				BOOKS					
88867958 Total:		80.40							
INGRAM LIBRARY SERV		1,198.26							
JONES, NATHAN 2856 NE 46th AVENUE PORTLAND, OR 97213 017110									
SEPT 2015	9/19/2015	64.69	0.00	09/25/2015				False	0
001-004-517000 Library Program				DOMINOS PIZZA					
SEPT 2015 Total:		64.69							
JONES, NATHAN Total:		64.69							
LD PRODUCTS, INC. 3700 COVER STREET LONG BEACH, CA 90808 018060									
SIP-003637205	8/31/2015	177.96	0.00	09/25/2015				False	0
001-004-457000 Office Supplies				TONER					
SIP-003637205 Total:		177.96							
LD PRODUCTS, INC. Tot		177.96							
LEE, SUZANNE 715 SE BIDWELL STREET PORTLAND, OR 97202 LEE.SUZ									
SEPT 2015	9/18/2015	1,980.00	0.00	09/25/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
009-201-652000 Gateway project - phase I					GATEWAY PROJECT				
	SEPT 2015 Total:	1,980.00							
	LEE, SUZANNE Total:	1,980.00							
MIDWEST TAPE P.O. BOX 820 HOLLAND, OH 43528 020427									
93202110	9/10/2015	33.99	0.00	09/25/2015				False	0
001-004-481000 Visual Materials					DVD				
	93202110 Total:	33.99							
	MIDWEST TAPE Total:	33.99							
NORTHSTAR CHEMICAL, INC. P.O. BOX 6860 PORTLAND,, OR 97228-6860 021556									
65450	9/9/2015	409.85	0.00	09/25/2015				False	0
017-417-527000 Chlorine					SODIUM HYPOCHLORITE				
	65450 Total:	409.85							
	NORTHSTAR CHEMICAL	409.85							
NORTHWEST DELI DISTRIBUTION INC PO BOX 2303 LONGVIEW, WA 98632 021184									
255657	9/11/2015	126.78	0.00	09/25/2015				False	0
001-005-501000 Operating Materials & Supp					CLEANING SUPPLIES				
	255657 Total:	126.78							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
255945	9/9/2015	240.80	0.00	09/25/2015				False	0
001-005-501000 Operating Materials & Supp				CLEANER / SOAP					
255945 Total:		240.80							
NORTHWEST DELI DIST		367.58							
NORTHWEST NATURAL GAS									
P.O. BOX 6017									
PORTLAND,, OR 97228-6017									
021400									
SEPT 2015	9/11/2015	15.68	0.00	09/25/2015				False	0
013-403-459000 Utilities				114867-5 GAS					
SEPT 2015	9/11/2015	18.87	0.00	09/25/2015				False	0
001-005-459000 Utilities				GAS 256304-7					
SEPT 2015	9/11/2015	18.87	0.00	09/25/2015				False	0
001-002-459000 Utilities				GAS 256563-8					
SEPT 2015	9/11/2015	15.32	0.00	09/25/2015				False	0
018-019-459000 Utilites				GAS 258575-0					
SEPT 2015	9/11/2015	15.33	0.00	09/25/2015				False	0
018-020-459000 Utilities				GAS 258575-0					
SEPT 2015	9/11/2015	63.38	0.00	09/25/2015				False	0
001-004-459000 Utilities				GAS 258767-3					
SEPT 2015	9/11/2015	75.25	0.00	09/25/2015				False	0
001-005-459000 Utilities				GAS 259856.-3					
SEPT 2015	9/11/2015	18.76	0.00	09/25/2015				False	0
012-107-459000 Utilitites				GAS 1323284-8					
SEPT 2015	9/11/2015	15.68	0.00	09/25/2015				False	0
012-107-459000 Utilitites				GAS 1359528-5					
SEPT 2015	9/11/2015	7.84	0.00	09/25/2015				False	0
017-017-459000 Utilities				GAS 1960772-0					
SEPT 2015	9/11/2015	7.84	0.00	09/25/2015				False	0
018-018-501000 Operating Materials & Supplies				GAS 1960772-0					
SEPT 2015 Total:		272.82							
NORTHWEST NATURAL		272.82							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
OAWU									
935 N MAIN STREET									
INDEPENDENCE, OR 97351									
021691									
19470	9/1/2015	75.00	0.00	09/25/2015				False	0
013-403-490000	Professional development				MEMBERSHIP RENEWAL 2015-2016 K. PENDELL				
	19470 Total:	75.00							
	OAWU Total:	75.00							
<hr/>									
OFFICIALKJB, LLC									
GEMSTONE TALENT									
27943 SECO CYN RD. #212									
LOS ANGELES, CA 91350									
OFFI.KJB									
SEPT 2015	9/25/2015	1,500.00	0.00	09/25/2015				False	0
008-008-558104	Events				APPEARANCE FEE MS BROWN OCT 10TH EVENT				
	SEPT 2015 Total:	1,500.00							
	OFFICIALKJB, LLC Total	1,500.00							
<hr/>									
OPTA									
4230 SE KING RD									
PNIB 238									
MILWAUKIE, OR 97222									
021715									
SEPT 2015	9/18/2015	160.00	0.00	09/25/2015				False	0
001-105-490000	Professional development				OPTA 2015 FALL CONFERENCE REGISTRAION FEE H				
	SEPT 2015 Total:	160.00							
	OPTA Total:	160.00							
<hr/>									
OPUS:INTERACTIVE, INC.									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
1225 W BURNSIDE STREET SUITE 310 PORTLAND, OR 97209 021979									
271407	9/14/2015	39.00	0.00	09/25/2015				False	0
012-102-473000 Miscellaneous				ACCT 5951					
271407 Total:		39.00							
271699	9/14/2015	5.00	0.00	09/25/2015				False	0
001-002-500000 Computer System Maint.				ACCT 5022 POLICE EMAIL 10/1 - 10/31					
271699 Total:		5.00							
271824	9/14/2015	5.00	0.00	09/25/2015				False	0
001-002-500000 Computer System Maint.				ACCT 4775 POLICE EMAIL					
271824 Total:		5.00							
OPUS:INTERACTIVE, IN		49.00							
PAYNE, KATHY ,									
025401									
SEPT 2015	9/23/2015	46.25	0.00	09/25/2015				False	0
012-102-490000 Professional development				TRAVEL EXPENSE OAMR CONFERENCE					
SEPT 2015 Total:		46.25							
PAYNE, KATHY Total:		46.25							
PHILLIPS, CYNTHIA 11220 SW APALACHEE STREET TUALATIN, OR 97062 025515									
093015	9/22/2015	1,592.00	0.00	09/25/2015				False	0
001-103-554000 Contractual/consulting serv				MUNICIPAL COURT JUDGE 9/16-9/30 SERVICES RENT					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
093015 Total:		1,592.00							
PHILLIPS, CYNTHIA Tot		1,592.00							
Positive Promotion, Inc. 15 Gilpin Avenue Hauppauge, NY 11788 026002									
05310297	8/31/2015	81.37	0.00	09/25/2015				False	0
001-002-501000 Operating Materials & Supp					BRACELETS FOR AUTOGRAPH PROMOTION				
05310297 Total:		81.37							
Positive Promotion, Inc. To		81.37							
RICOH USA INC PO BOX 31001-0850 PASADENA, CA 91110-0850 027295									
5037834359	9/6/2015	75.37	0.00	09/25/2015				False	0
012-107-502000 Equipment expense					COPIES - CUSTOMER # 15120165				
5037834359 Total:		75.37							
RICOH USA INC Total:		75.37							
SCHOLL, LISA ST. HELENS, OR 97051 L.SCHOLL SEPT 2015									
012-102-490000 Professional development	9/21/2015	602.66	0.00	09/25/2015				False	0
					TRAVEL EXPENSE- OAMR CONFERENCE 2015				
SEPT 2015 Total:		602.66							
SCHOLL, LISA Total:		602.66							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
SELDEN, LAURIE 9765 SW IMPERIAL DRIVE PORTLAND, OR 97225 030715									
083114	9/21/2015	2,948.00	0.00	09/25/2015				False	0
001-103-554000 Contractual/consulting serv				CRIMINAL PROSECUTORIAL SERVICES					
083114 Total:		2,948.00							
SELDEN, LAURIE Total:		2,948.00							
SHRED-IT USA, LLC 23166 NETWORK PLACE CHICAGO, IL 60673-1252 SHRED-IT									
8120358437	8/31/2015	132.72	0.00	09/25/2015				False	0
001-002-473000 Miscellaneous Expense				POLICE SHREDDING ACCT 13664225					
8120358437 Total:		132.72							
SHRED-IT USA, LLC Tot		132.72							
SKINNER, CAROLINE L. 9554 N. KELLOGG STREET PORTLAND, OR 97203 SKINN.CA									
SEPT 2015	9/21/2015	25.00	0.00	09/25/2015				False	0
001-100-558100 Grants and awards				REIMBURSEMENT FOR FRIENDS OF NOB HILL ANN					
SEPT 2015 Total:		25.00							
SKINNER, CAROLINE L		25.00							
SOLUTIONS YES 7409 SW TECH CENTER DRIVE SUITE 100									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
PORTLAND, OR 97223									
013581									
INV51374	9/18/2015	246.29	0.00	09/25/2015				False	0
012-107-502000 Equipment expense				CONTRACT RATE FOR 9/19-10/18 CONTRACT OVER C					
INV51374 Total:		246.29							
SOLUTIONS YES Total:		246.29							
STATE OF OREGON									
DAS CASHIER/PROCUREMENT SRV									
155 COTTAGE ST NE									
SALEM, OR 97301									
023465									
ARQ14860	9/16/2015	2,000.00	0.00	09/25/2015				False	0
012-101-554000 Contractual/consulting serv				ORCPP FY16 MEMBERSHIP					
ARQ14860 Total:		2,000.00							
STATE OF OREGON Tota		2,000.00							
TCMS CORPORATION									
PO BOX 11005									
PORTLAND, OR, 97211									
033013									
013129	9/14/2015	302.50	0.00	09/25/2015				False	0
012-107-554000 Contractual/consulting serv				CITY HALL WORK ORDER C10630 WORK ORDER 807					
013129 Total:		302.50							
TCMS CORPORATION T		302.50							
THOMPSON, BRENT									
1483 POLK AVENUE									
VERNONIA, OR 97064									
032896									
SEPT 2015	9/16/2015	15.00	0.00	09/25/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
001-002-490000 Police Training/Supplies					TRAVEL EXPENSE - TRAINING				
	SEPT 2015 Total:	15.00							
	THOMPSON, BRENT Tot	15.00							
WILCOX & FLEGEL P O BOX 69 LONGVIEW, WA, 98632 037003									
C166796-IN	9/10/2015	3,145.03	0.00	09/25/2015				False	0
013-403-531000 Gasoline					GAS / DIESEL				
	C166796-IN Total:	3,145.03							
	WILCOX & FLEGEL Tota	3,145.03							
YON, BRANDON 60261 WAPITI DRIVE ST. HELENS, OR 97051 037720									
SEPT 2015	9/16/2015	15.00	0.00	09/25/2015				False	0
001-002-490000 Police Training/Supplies					TRAVEL EXPENSE - TRAINING				
	SEPT 2015 Total:	15.00							
	YON, BRANDON Total:	15.00							
	Report Total:	49,958.45							

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 10/01/2015 - 3:23PM
 Batch: 00019.09.2015 - 10/2 FY 15-16

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	DescriptionReference								
A & E IMAGING, INC. 8074 SW NIMBUS AVE BEAVERTON, OR 97008									
000047								False	0
70436	7/13/2015	803.59	0.00	10/02/2015	REPAIR ON PLOTTERS				
013-402-575000 Equipment expense									
70436 Total:		803.59							
A & E IMAGING, INC. To		803.59							
BEST WESTERN OAK MEADOWS INN 585 S. COLUMBIA RIVER HIGHWAY ST. HELENS, OR, 97051									
003060								False	0
SEPT 2015	10/1/2015	49.86	0.00	10/02/2015	HOSTING NAN LAWRENCE				
001-004-517000 Library Program									
SEPT 2015 Total:		49.86							
BEST WESTERN OAK M		49.86							
BRATTAIN INTERNATIONAL,INC. TRUCKS P O BOX 11287 PORTLAND, OR, 97211									
004250								False	0
12140945	9/30/2015	263.76	0.00	10/02/2015					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
015-015-501000 Operating Materials & Supp				MATERIALS					
12140945 Total:		263.76							
BRATTAIN INTERNATIO		263.76							
CENTURY LINK PO BOX 91155 SEATTLE, WA 98111-9255 034002									
SEPT 2015	9/17/2015	20.36	0.00	10/02/2015		False			0
018-019-458000 Telecommunication Expense				ACCT 025B					
SEPT 2015	9/17/2015	20.35	0.00	10/02/2015		False			0
018-020-458000 Telecommunication Expense				ACCT 025B					
SEPT 2015	9/17/2015	40.71	0.00	10/02/2015		False			0
017-017-458000 Telephone Expense				ACCT 369B					
SEPT 2015 Total:		81.42							
CENTURY LINK Total:		81.42							
CINTAS CORPORATION-463 PO BOX 650838 DALLAS, TX 75265-0838 006830									
463546499	9/23/2015	38.84	0.00	10/02/2015		False			0
013-403-470000 Building				MATS					
463546499 Total:		38.84							
63546497	9/23/2015	44.11	0.00	10/02/2015		False			0
018-019-470000 Building Expense				MATS					
63546497	9/23/2015	44.12	0.00	10/02/2015		False			0
018-020-470000 Building Expense				MATS					
63546497 Total:		88.23							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
CINTAS CORPORATION		127.07							
CITY OF SCAPPOOSE 33568 E COLUMBIA AVE SCAPPOOSE, OR 97056 SCAPPOOS									
0000061	9/28/2015	2,356.20	0.00	10/02/2015	BUILDING OFFICIAL SERVICES D. SALLEE 8/25-9/24				
001-105-554000 Contract Services									
0000061 Total:		2,356.20							
CITY OF SCAPPOOSE To		2,356.20							
COMCAST PO BOX 34744 SEATTLE, WA 98124-1744									
COMCAST OCT 2015	9/29/2015	107.85	0.00	10/02/2015	False				
001-002-458000 Telephone Expense									
OCT 2015	9/29/2015	180.97	0.00	10/02/2015	False				
012-107-457000 Office supplies									
OCT 2015	9/29/2015	94.87	0.00	10/02/2015	False				
001-004-500000 Computer Maintenance									
OCT 2015	9/29/2015	92.85	0.00	10/02/2015	False				
012-107-457000 Office supplies									
OCT 2015	9/29/2015	92.85	0.00	10/02/2015	False				
001-004-500000 Computer Maintenance									
OCT 2015 Total:		569.39							
SEPT 2015	9/29/2015	140.76	0.00	10/02/2015	False				
017-417-459000 Utilities									
SEPT 2015 Total:		140.76							
COMCAST Total:		710.15							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
COMMUNITY NEWSPAPERS									
PO BOX 22109									
PORTLAND, OR 97269									
031685								False	0
15800655	9/11/2015	306.00	0.00	10/02/2015	WWTP HELP WANTED				
012-102-526000 Advertisements									
15800655 Total:		306.00							
COMMUNITY NEWSPAP		306.00							
CONSOLIDATED SUPPLY									
P O BOX 5788									
PORTLAND, OR, 97228									
009000								False	0
S7459800.001	9/21/2015	151.28	0.00	10/02/2015	MATERIALS				
017-017-501000 Operating Materials & Sup.									
S7459800.001 Total:		151.28							
CONSOLIDATED SUPPL		151.28							
DAHLGREN BUILDERS SUPPLY									
58351 COLUMBIA RIVER HWY.									
P.O. BOX 1021									
ST. HELENS, OR, 97051									
009800								False	0
A20129109	9/8/2015	26.50	0.00	10/02/2015	WATER DEPT.				
001-110-554000 Contractual/consulting serv									
A20129109 Total:		26.50							
A20129318	9/10/2015	3.99	0.00	10/02/2015	SHOP			False	0
013-403-501000 Operating materials/supplies									
A20129318 Total:		3.99							
A20130599	9/24/2015	10.36	0.00	10/02/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
011-011-501000 Operating Materials & Supp					SIDEWALKS				
A20130599 Total:		10.36							
C20159831	9/9/2015	26.50	0.00	10/02/2015				False	0
017-017-501000 Operating Materials & Sup.					PUBLIC WORKS				
C20159831 Total:		26.50							
C20160364	9/16/2015	3.99	0.00	10/02/2015				False	0
011-011-501000 Operating Materials & Supp					SHOP				
C20160364 Total:		3.99							
DAHLGREN BUILDERS		71.34							
DON'S RENTAL 2274 COLUMBIA BLVD. ST. HELENS, OR, 97051									
010700	9/23/2015	5.20	0.00	10/02/2015				False	0
476938					PROPANE PER GALLON 5.2				
018-019-501000 Operating Materials	9/23/2015	5.20	0.00	10/02/2015				False	0
476938					PROPANE PER GALLON 5.2				
018-020-501000 Operating Materials & Supplies									
476938 Total:		10.40							
DON'S RENTAL Total:		10.40							
EAGLE STAR ROCK PRODUCTS, INC. P.O. BOX 750 ST. HELENS, OR 97051									
010970	9/21/2015	69.00	0.00	10/02/2015				False	0
29913					ROCK- N 19TH STREET				
018-021-501000 Operating Materials & Supplies									
29913 Total:		69.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	EAGLE STAR ROCK PRO	69.00							
GALLAGHER, DANIEL Q. ATTORNEY AT LAW PO BOX 978 SCAPPOOSE, OR 97056									
013075	9/22/2015	160.00	0.00	10/02/2015		False			0
SEPT 2015					TODD WAYNE KELLY				
001-103-554000 Contractual/consulting serv						False			0
SEPT 2015	9/22/2015	160.00	0.00	10/02/2015					
001-103-554000 Contractual/consulting serv					JAY SCOTT FISK				
SEPT 2015 Total:		320.00							
GALLAGHER, DANIEL Q		320.00							
GERDES, PAUL R.									
013305	9/30/2015	767.66	0.00	10/02/2015		False			0
SEPT 2015					PNW-ISA CONFERENCE TRAVEL EXPENSE				
001-005-490000 Schools & Conventions									
SEPT 2015 Total:		767.66							
GERDES, PAUL R. Total:		767.66							
H.D. FOWLER CO. P. O. BOX 160 BELLEVUE, WA, 98009									
012650	9/25/2015	2,480.64	0.00	10/02/2015		False			0
I4048535					MATERIALS				
017-017-501000 Operating Materials & Sup.									
I4048535 Total:		2,480.64							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
H.D. FOWLER CO. Total:		2,480.64							
HACH COMPANY									
2207 COLLECTIONS CENTER DRIV									
CHICAGO,, IL 60693									
014200								False	0
9576047	9/15/2015	530.67	0.00	10/02/2015					
017-417-501000 Operating materials and suppli				MATERIALS					
9576047 Total:		530.67							
HACH COMPANY Total:		530.67							
INTEGRA TELECOM, INC.									
PO BOX 2966									
MILWAUKEE, WI 53201									
016479								False	0
13309694	9/21/2015	386.42	0.00	06/02/2015					
001-002-458000 Telephone Expense				ACCT 754802 TELEPHONE					
13309694	9/21/2015	58.24	0.00	06/02/2015				False	0
012-106-480000 Postage				ACCT 754802 TELEPHONE					
13309694	9/21/2015	1,213.16	0.00	06/02/2015				False	0
012-107-458000 Telecommunication expense				ACCT 754802 TELEPHONE					
13309694	9/21/2015	293.40	0.00	06/02/2015				False	0
001-004-458000 Telephone Expense				ACCT 754802 TELEPHONE					
13309694	9/21/2015	48.53	0.00	06/02/2015				False	0
017-017-458000 Telephone Expense				ACCT 754802 TELEPHONE					
13309694	9/21/2015	556.65	0.00	06/02/2015				False	0
017-417-458000 Telephone expense				ACCT 754802 TELEPHONE					
13309694	9/21/2015	201.41	0.00	06/02/2015				False	0
013-403-458000 Telecommunication expense				ACCT 754802 TELEPHONE					
13309694	9/21/2015	177.81	0.00	06/02/2015				False	0
018-019-458000 Telecommunication Expense				ACCT 754802 TELEPHONE					
13309694	9/21/2015	177.81	0.00	06/02/2015				False	0
018-020-458000 Telecommunication Expense				ACCT 754802 TELEPHONE					
13309694	9/21/2015	708.73	0.00	06/02/2015				False	0
018-022-458000 Telecommunication expense				ACCT 754802 TELEPHONE					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
13309694 Total:		3,822.16							
INTEGRA TELECOM, IN		3,822.16							
INTERSTATE BATTERY OF COLUMBIA RIVER 3421 NE 109TH AVE VANCOUVER, WA 98682-7723 016626									
40030981	9/9/2015	108.48	0.00	10/02/2015	31P-MHD BATTERIES			False	0
015-015-501000 Operating Materials & Supp									
40030981 Total:		108.48							
INTERSTATE BATTERY		108.48							
LANG, ATTORNEY AT LAW, MARK J. P.O. BOX 1611 ST. HELENS, OR 97051 018006									
1528	8/30/2015	120.00	0.00	10/02/2015	MS. DAVONA JONES			False	0
001-103-554000 Contractual/consulting serv									
1528 Total:		120.00							
1529	8/30/2015	192.00	0.00	10/02/2015	MS. ALLEENA PAGE			False	0
001-103-554000 Contractual/consulting serv									
1529 Total:		192.00							
1530	8/30/2015	80.00	0.00	10/02/2015	MR. JORDING BROWN-FOREMAN			False	0
001-103-554000 Contractual/consulting serv									
1530 Total:		80.00							
1531	8/30/2015	120.00	0.00	10/02/2015	KEVIN LOOMIS			False	0
001-103-554000 Contractual/consulting serv									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
1531 Total:		120.00							
LANG, ATTORNEY AT LA		512.00							
LAWSON PRODUCTS, INC. PO BOX 809401 CHICAGO, IL 60680-9401 018040									
9303578219	9/24/2015	281.49	0.00	10/02/2015	MATERIALS			False	0
015-015-501000 Operating Materials & Supp									
9303578219 Total:		281.49							
LAWSON PRODUCTS, IN		281.49							
METRO PLANNING INC. 370 Q STREET SPRINGFIELD, OR 97477 020291									
3308	8/31/2015	225.00	0.00	10/02/2015	WEB GIS HOSTING AUG SEPT 2015			False	0
001-104-500000 Information services									
3308	8/31/2015	75.00	0.00	10/02/2015	WEB GIS HOSTING AUG SEPT 2015			False	0
013-402-575000 Equipment expense									
3308 Total:		300.00							
METRO PLANNING INC		300.00							
MORTEN, DOUGLAS 484 GREY CLIFF DRIVE ST. HELENS, OR 97051 020688									
SEPT 2015	10/1/2015	298.13	0.00	10/02/2015	EXPENSE REPORT CONFERENCE BEND			False	0
001-100-490000 Professional development									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
SEPT 2015 Total:		298.13							
MORTEN, DOUGLAS Tot		298.13							
NORTHERN SAFETY CO., INC. P.O. BOX 4250 UTICA, NY 13504-4250 021152									
901619098	9/22/2015	21.06	0.00	10/02/2015	MATERIALS			False	0
001-005-501000 Operating Materials & Supp									
901619098 Total:		21.06							
NORTHERN SAFETY CO		21.06							
OREGON DEPT. OF STATE LANDS 775 SUMMER STREET NE SUITE 100 SALEM, OR 97301 023199									
15975	9/6/2015	43.43	0.00	10/02/2015	WATERWAY LEASE 42848-ML			False	0
011-011-475000 Lease expense									
15975 Total:		43.43							
15976	9/6/2015	145.01	0.00	10/02/2015	WATERWAY LEASE 42849-ML			False	0
011-011-475000 Lease expense									
15976 Total:		145.01							
OREGON DEPT. OF STAT		188.44							
OREGON TRAVEL EXPERIENCE 1500 LIBERTY STREET SE STE 150 SALEM, OR 97302-4386 OR.TRAVE									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
79959	9/15/2015	211.00	0.00	10/02/2015				False	0
008-008-451000 Media Expense				OLDE TOWNE CULTURAL DISTRICT					
79959 Total:		211.00							
79960	9/15/2015	211.00	0.00	10/02/2015				False	0
008-008-451000 Media Expense				COLUMBIA VIEW AMPHITHEATER HIGHWAY SIGN					
79960 Total:		211.00							
OREGON TRAVEL EXPE		422.00							
PAPE' MATERIAL HANDLING EXCHANGE									
P.O. BOX 5077									
PORTLAND, OR 97208-5077									
024755									
145115	9/21/2015	852.98	0.00	10/02/2015				False	0
015-015-501000 Operating Materials & Supp				REPAIR STABILIZER					
145115 Total:		852.98							
PAPE' MATERIAL HAND		852.98							
PETTY CASH- SHANNA DUGGAN									
,									
018757									
SEPT 2015	9/1/2015	16.41	0.00	10/02/2015				False	0
012-102-524000 Special projects				SEPT OCT B-DAY CARDS L.S					
SEPT 2015	9/2/2015	14.05	0.00	10/02/2015				False	0
001-100-473000 Miscellaneous				COUNCIL MTG SNACKS L.S.					
SEPT 2015	9/15/2015	20.00	0.00	10/02/2015				False	0
001-000-204000 Bail Deposit				BAIL OVERPAYMENT T. COX					
SEPT 2015	9/16/2015	12.89	0.00	10/02/2015				False	0
001-100-473000 Miscellaneous				CONCIL MTG SNACKS C.F					
SEPT 2015	9/17/2015	24.00	0.00	10/02/2015				False	0
012-107-457000 Office supplies				BREAK ROOM COFFEE T.H					
SEPT 2015	9/17/2015	53.50	0.00	10/02/2015				False	0
009-209-554100 Environmental review				LUNCH PROJECT TEAM AWP					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
SEPT 2015	9/21/2015	6.00	0.00	10/02/2015				False	0
001-100-473000 Miscellaneous				YOUTH COUNCIL SNACKS L.S.				False	0
SEPT 2015	9/22/2015	48.00	0.00	10/02/2015				False	0
012-107-457000 Office supplies				MEETING BREAK ROOM COFFEE T. H.				False	0
SEPT 2015	9/23/2015	125.00	0.00	10/02/2015				False	0
013-403-554000 Contractual/consulting serv				DOT PHYSICAL				False	0
SEPT 2015	9/23/2015	6.00	0.00	10/02/2015				False	0
001-103-473000 Miscellaneous				CERTIFIED COPY COL. COUNTY L.S.				False	0
SEPT 2015	9/28/2015	2.57	0.00	10/02/2015				False	0
012-102-524000 Special projects				GET WELL CARD THAD L.S.				False	0
SEPT 2015	9/28/2015	6.00	0.00	10/02/2015				False	0
001-100-473000 Miscellaneous				YOUTH COUNCIL SNACKS L.S.				False	0
SEPT 2015	9/11/2015	46.66	0.00	10/02/2015				False	0
012-102-490000 Professional development				RAFFLE BASKET ITEMS OAMR CONFERENCE L.S.				False	0
SEPT 2015	9/21/2015	1.25	0.00	10/02/2015				False	0
001-110-473000 Miscellaneous				DEED OF TRUST 115 S VERNONIA J.E.				False	0
SEPT 2015	8/13/2015	34.95	0.00	10/02/2015				False	0
001-000-318000 Fines- Library				LOST BOOK RETURNED 34018001208950				False	0
SEPT 2015	9/2/2015	2.00	0.00	10/02/2015				False	0
001-000-318000 Fines- Library				LAURIE ILLIOS -CHARGED TWO DOLLARS OVER OI				False	0
SEPT 2015	9/14/2015	17.95	0.00	10/02/2015				False	0
001-000-318000 Fines- Library				KATY PRESNELL LOST BOOK RETURNED 340180010					
SEPT 2015 Total:		437.23							
PETTY CASH- SHANNA		437.23							
PROPIPE									
28655 SW BOOMES FERRY ROAD									
WILSONVILLE, OR 97070									
026244									
P191961	6/3/2015	547.50	0.00	10/02/2015				False	0
018-018-554000 Contractual/Consulting Serv				RE-CCTV SEWER LAT 364 N 3RD TO MAIN					
P191961 Total:		547.50							
PROPIPE Total:		547.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ST. HELENS COMMUNITY FOUNDATION									
PO BOX 1532									
ST HELENS, OR 97051									
SHCF									
OCT 2015	10/1/2015	90.00	0.00	10/02/2015				False	0
008-008-558104 Events				HALLOWEENTOWN EVENTS INSURANCE					
OCT 2015 Total:		90.00							
ST. HELENS COMMUNI		90.00							
STAPLES BUSINESS ADVANTAGE									
DEPT LA									
PO BOX 83689									
CHICAGO, IL 60696									
031983									
3278389791	9/19/2015	67.98	0.00	10/02/2015				False	0
012-107-457000 Office supplies				OFFICE SUPPLIES					
3278389791 Total:		67.98							
3278389792	9/16/2015	319.99	0.00	10/02/2015				False	0
001-103-457000 Office supplies				OFFICE SUPPLIES					
3278389792 Total:		319.99							
STAPLES BUSINESS AD		387.97							
STATE OF OREGON									
GOVERNMENT ETHICS COMMISIO									
DAS CASHIER-155 COTTAGE ST.NE									
SALEM, OR 97301-3963									
021972									
AIE02441	9/21/2015	554.54	0.00	10/02/2015				False	0
012-101-554000 Contractual/consulting serv				ANNUAL ASSESSMENT GOVERNMENT ETHICS COM					
AIE02441 Total:		554.54							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
STATE OF OREGON Tota		554.54							
SUNSET EQUIPMENT CO. 100 PORT AVE. ST. HELENS, OR, 97051									
032700									
082102	9/15/2015	347.38	0.00	10/02/2015				False	0
008-008-558104 Events				MATERIALS TRACTOR REPAIR					
082102 Total:		347.38							
SUNSET EQUIPMENT C		347.38							
UNIVERSITY OF OREGON CASHIER, UNIVERSITY OF OREGO P O BOX 3237 EUGENE, OR 97403									
034500									
3750A5-01	9/24/2015	5,500.00	0.00	10/02/2015				False	0
001-104-558321 Main street				1ST Q BILLING RARE PROGRAM 22945 ANYA MOUC					
3750A5-01 Total:		5,500.00							
UNIVERSITY OF OREGO		5,500.00							
USA BLUEBOOK P.O. BOX 9004 GURNEE, IL 60031-9004									
033965									
749704	9/14/2015	11.29	0.00	10/02/2015				False	0
017-417-501000 Operating materials and suppli				CPVC BUSHING					
749704 Total:		11.29							
USA BLUEBOOK Total:		11.29							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
WANCO, INC.									
PAYMENTS ONLY									
DEPT. 0829									
DENVER, CO 80256-0829									
035397								False	0
171822	9/23/2015	270.00	0.00	10/02/2015					
015-015-501000 Operating Materials & Supp				PARTS					
171822 Total:		270.00							
WANCO, INC. Total:		270.00							
WEST/MEYER FENCE									
4511 NE 135TH AVE									
PORTLAND, OR 97230									
036320								False	0
20018218	9/30/2015	1,214.00	0.00	10/02/2015					
009-209-554000 Contract Services				FENCE REPAIR					
20018218 Total:		1,214.00							
WEST/MEYER FENCE T		1,214.00							
WILCOX & FLEGEL									
P O BOX 69									
LONGVIEW, WA, 98632									
037003								False	0
C167351-IN	9/23/2015	1,326.44	0.00	10/02/2015					
001-002-531000 Gasoline Expense				GAS POLICE					
C167351-IN Total:		1,326.44							
C167352-IN	9/23/2015	82.44	0.00	10/02/2015				False	0
013-403-531000 Gasoline				DIESEL					
C167352-IN Total:		82.44							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			

	WILCOX & FLEGEL Tota	1,408.88							
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	Report Total:	26,674.57							
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