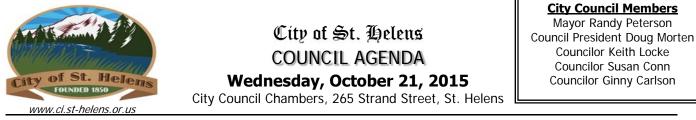
Navigate using Bookmarks or by clicking on an agenda item.



#### 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 <u>only</u>. You are not required to give your address when speaking to the City Council. If you wish to address a specific item on the agenda, you should make your request known to the Mayor as soon as possible before the item comes up. The Council has the authority to grant or deny your request. Agenda times and order of items are estimated and are subject to change without notice.

- 1. 7:00PM CALL REGULAR SESSION TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. **INVITATION TO CITIZENS FOR PUBLIC COMMENT** *Limited to five (5) minutes per speaker.*
- 4. ORDINANCES Final Reading
  - A. **Ordinance No. 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
- 5. AWARD BID FOR MCCORMICK PARK PEDESTRIAN BRIDGE ABUTMENT PROJECT
- 6. AWARD BID FOR S. 4<sup>TH</sup> STREET & PARK WAY STORM DRAIN REROUTE PROJECT TO SEMLING CONSTRUCTION, INC.
- 7. AWARD CONTRACT FOR 2015 ASPHALT PATCHING PROJECT TO S-2 CONTRACTORS, INC.
- 8. APPROVE AND/OR AUTHORIZE FOR SIGNATURE
  - A. Contract Payments

#### 9. CONSENT AGENDA FOR ACCEPTANCE

- A. Planning Commission Minutes dated August 11 and September 8, 2015
- B. Accounts Payable Bill List
- 10. CONSENT AGENDA FOR APPROVAL
  - A. Street Closure for Lil Spooks Parade Close St. Helens Street from 1<sup>st</sup> to 3<sup>rd</sup>, 1<sup>st</sup> Street from St. Helens to Cowlitz and Cowlitz Street from 1<sup>st</sup> to Strand – October 31, 2015
  - B. Marijuana Related Business License Application Form
  - C. Community Impact Agreement Form for Marijuana Related Businesses
  - D. Accounts Payable Bill List
- 11. MAYOR PETERSON REPORTS
- 12. COUNCIL MEMBER REPORTS
- 13. **DEPARTMENT REPORTS**
- 14. ADJOURN



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

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

**APPROVED AND ADOPTED** this 21<sup>st</sup> day of October, 2015 by the following vote:

Ayes:

Nays:

ATTEST:

Randy Peterson, Mayor

Kathy Payne, City Recorder

#### 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,

Ordinance No. 3197 – Attachment A

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.

(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, <u>these</u> residential uses <del>per subsections (5)(a)(i) and (ii) of this section</del> 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.
<u>17.80.066</u>	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 <u>The Chronicle</u> 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 Statues (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 were 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** Ρ Historic Only . Attached SFD Ρ Ρ Duplex (2 units) Multi-Dwelling (3+units) С С **Dwelling above 1st floor** Ρ Ρ С Dwellings on same level as nonresidential use С Auxiliary Dwelling Unit С 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 <u>conforming uses</u>, 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.
- "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.

- "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.

 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

- 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.
- 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. <u>Routing and Plan Approval</u>. 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. <u>Use</u>. 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. <u>Restoration.</u> 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, asbuilt 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. <u>Placement of Fixtures.</u> 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. <u>Temporary Rearrangement of Facilities.</u> 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. <u>City Supervisors and Inspection</u>. 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. <u>Termination or Abandonment of Franchise.</u> 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'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.

- 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. <u>Default</u>. Time of payment and performance are of the essence in the Franchise. The following shall be events of default:

- a. <u>Default in Payments</u>. The failure of Company to pay City when due any amounts required by the Franchise and such failure continues for a period of ten (10) days after the due date.
- b. <u>Default in Other Covenants</u>. The failure of Company to perform any of the covenants and conditions required herein to be kept and performed by Company, and such failure continues for a period of thirty (30) days after notice from City of such failure.
- 2. <u>Termination.</u> Upon the occurrence of an event of default, this Franchise may be terminated at the option of City by notice in writing to Company given within thirty (30) days of the date of default. If this Franchise is not terminated by election of City, Company shall pay to City a penalty in the sum of \$200 per day for each day the default continues along with any additional damages suffered by City as a result of Company's default. City may not assess penalties under the previous sentence in excess of \$8,000 per year. Damages are not included in the cap.

**Section 14. Remedies not Exclusive; Waiver**. All remedies under this ordinance, including termination of this Franchise, are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this ordinance, including termination of the Franchise, are not exclusive and City reserves the right to enforce penal provisions of any ordinance and also use any remedy available to City at law or in equity. Failure to enforce any provision of this ordinance shall not be construed as a waiver of a breach of any other term, condition or obligation of this ordinance.

**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 16. Acceptance of Franchise**. Within thirty (30) days from the effective date of this ordinance, Company shall file with the City Recorder a written unconditional acceptance of this Franchise and all of its terms and conditions, and if Company fails to do so, this ordinance shall be void and of no effect.

**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.

**Section 18. Notices.** Any notice required or permitted under this Franchise shall be deemed given when received or when deposited with postage prepaid in the United States Mail as registered or certified mail addressed as follows:

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

TO COMPANY: James Penney

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.

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

**APPROVED AND ADOPTED** this 21<sup>st</sup> day of October, 2015, by the following vote:

Ayes:

Nays:

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder

# **COUNCIL ACTION SHEET**

То:	The Mayor and Members of City Council	Patra
From:	Sue Nelson, Public Works Engineering Director Neal Sheppeard, Public Works Operations Director	
Date:	21 October 2015	City of St. Helens
Subject:	Award Bid for McCormick Park Pedestrian Bridge Abutment Construction, M-451B	

#### Background:

In October 2014, the City was awarded an Oregon Parks & Recreation Department Local Governments Grant to install a pedestrian bridge in McCormick Park over Milton Creek. The new bridge will be placed close to the parking lot for easy pedestrian access to the trails and disc golf course. In August 2015, the new bridge structure was selected. Fabrication is under way and it is expected to arrive in late October. Conditions of the grant require that the City provide a certain percentage contribution towards the completed project, which can include cash and/or in-kind work. Much of the City's contribution will come from trail building, restoration, and actual placement of the bridge on the abutments. Construction of the abutments is key to completing the project.

The plans and specifications for the abutments were included with the bridge design and purchase. A Request for Quotes (RFQ) was issued on October 7, 2015 with a submittal deadline of October 20, 2015. The following quotes were received:

FIRM	LOCATION	QUOTE

The project is part of the City's contribution towards the grant matching funds and is identified in the 2015/2016 approved budget as McCormick Park Pedestrian Bridge, GL 010-300-652970, with a total budgeted amount of \$69,800.

#### **Recommendation:**

Award the contract for the McCormick Park Pedestrian Bridge Abutment Project, M-451B, to XXX as the lowest responsive bidder and authorize the Mayor to execute a Materials and Services Contract for the McCormick Park Pedestrian Bridge Abutment Project, M-451B. Contract will be at the rate prescribed in that firm's submitted bid, plus standard contingency.

# **COUNCIL ACTION SHEET**

То:	The Mayor and Members of City Council	
From:	Sue Nelson, Public Works Engineering Director Neal Sheppeard, Public Works Operations Director	
Date:	21 October 2015	City of St. Helens
Subject:	Award Bid for South 4 <sup>th</sup> Street & Park Way Storm Drain Reroute Project, SD-156	

#### Background:

The backyards of homes located on S. 4<sup>th</sup> Street between Cowlitz Street and Park Way have had a longstanding issue with storm runoff building up in the backyards. In 2014, a new sanitary pipe was constructed as part of the I&I Project, and the old sanitary line was converted to a storm drain and diverted to the existing storm system on S. 4<sup>th</sup> Street. However, the converted line was in such disrepair that it did not function as intended. However, there is a relatively simple solution that will utilize the new catch basin that was installed in 2014 and divert the storm water through a side yard out to the existing storm system on S. 4<sup>th</sup> Street.

Plans and specifications for this option were developed by the Engineering Department and a Request for Quotes (RFQ) was issued on September 23, 2015 with a submittal deadline of October 14, 2015. The following quotes were received:

FIRM	LOCATION	QUOTE
Semling Construction, Inc.	St. Helens, OR	\$23,938.00
TFT Construction, Inc.	Scappoose, OR	\$27,600.00
Landis & Landis Construction, LLC	Marylhurst, OR	\$43,970.00
Pacific Excavation, Inc.	Eugene, OR	\$49,800.00

The pre-bid estimate range was \$28,000 to \$35,000. The project is part of the projects identified in the 2015/2016 approved budget as Storm Drain Capital Improvements, GL 010-304-653400, with a total budgeted amount of \$100,000.

#### **Recommendation:**

Award the contract for the South 4<sup>th</sup> Street & Park Way Storm Drain Reroute Project, SD-156, to Semling Construction, Inc. as the lowest responsive bidder and authorize the Mayor to execute a Construction Contract for the South 4<sup>th</sup> Street & Park Way Storm Drain Reroute Project, SD-156. Contract will be at the rate prescribed in that firm's submitted bid, plus standard contingency.

# **COUNCIL ACTION SHEET**

То:	The Mayor and Members of City Council	Contra the
From:	Sue Nelson, Public Works Engineering Director Neal Sheppeard, Public Works Operations Director	
Date:	21 October 2015	City of St. Helens FOUNDED 1850
Subject:	Award Contract for 2015 Asphalt Patching Project	

#### **Background:**

Each year the Public Works Department compiles a list of locations where asphalt repair is required. These are typically areas where the Public Works crews have completed repairs, such as fixing a watermain break, or where new pipe has been installed, such as extending a storm drain line. Placing permanent asphalt after each repair or project is completed is not cost effective, so temporary asphalt is placed to restore use of the road until the permanent asphalt can be applied. Once there is enough work to develop a project, the Engineering Department prepares the project documents and collects quotes from qualified contractors to place the permanent asphalt and properly complete the repair of the roads.

A Request for Quotes (RFQ), including plans and specifications, was issued on October 5, 2015 with a submittal deadline of October 15, 2015. The following quotes were received:

FIRM	LOCATION	QUOTE
S-2 Contractors, Inc.	Aurora, OR	\$21,809.80
TFT Construction, Inc.	Scappoose, OR	\$25,417.90
ME Moore Construction, Inc.	St. Helens, OR	No Bid

The project is identified in the 2015/2016 approved budget as Road Patching Projects in Streets Operations and Maintenance, GL 011-011-523000, with a total annual budgeted amount of \$40,000.

#### **Recommendation:**

Award the contract for the 2015 Asphalt Patching Project, R-627, to S-2 Contractors, Inc. as the lowest responsive bidder and authorize the Mayor to execute a Materials & Services Contract for the 2015 Asphalt Patching Project, R-627. Contract will be at the rate prescribed in that firm's submitted bid, plus standard contingency.

# Contract Payments City Council Meeting October 21, 2015

## **Bridge Brothers**

Project: M-451 McCormick Park Pedestrian Bridge (Inv#03)	\$ 15,352.00
Iron Horse Group	
Project: S-634 2015 South Trunk San Swr Clean/CCTV (PA#2)	\$ 48,544.81
Project: S-634 2015 South Trunk San Swr Clean/CCTV (PA#3)	\$ 7,220.00
Total	\$ 55,764.81
James W. Fowler Co.	
Project: SD-146 Godfrey Park Storm (PE#6)	\$ 512,691.25

ALL

<ul> <li>Bill City of St. Helens</li> <li>To: PO Box 278 St. Helens, OR 97051</li> </ul>	INVOICE	INV PO# OR	CUSTOMER:	ALL 03 10/02/2015 McCormick Park Ped Bridge City of St. Helens M - 451
CONTACT NAME: Jennifer Dimsho				
CUSTOMER NO.SALESPERSON NAME9705101Eli Angell				
Taxing Authority	Tax Exe	empt No:		
QTY ORDERED ITEM	Тах Туре	UM U	NIT PRICE	EXTENDED PRICE
1 DEPOSIT / Progress Billing 40% Final Payment	N INV	EA		\$15,352.00
				Subtotal \$15,352.00 ales Tax \$0.00 Total \$15,352.00
			01	0-300-652970
x(		ACC	D FOR OUNTS PAY, FINANCE SUPERVISOF (2015	10.14.15
S	U ales Manager Signature			



> BRIDGE BUILT TO LAST .. PEDESTRIAN - MARINE - INDUSTRIAL





**City of St. Helens** 265 Strand Street, St. Helens, OR 97051 Phone: 503.397.6272 | Fax: 503.366.3782

# 010-303-653301 Payment Application #02

i

CONTRACTOR:		PR	COJECT: 2015 South Trunk Sanitary	Sewer Cleaning & CCTV
Iron Horse Group		PRO	JECT #: S-634	
5501 NE 223rd Ave, Fairview, OR 9	<mark>70</mark> 24		DATE: 10/2/2015	
(503) 674-0980		DEPAR	TMENT: Engineering	
Total Contract Amount	Contract Amount \$94,550.27			\$51,099.80
Total Amount Earned To Date	\$78,	,498.04	Less 5% Retainage	\$2,554.99
Previous Payment Applications				
PP# Billing With Retainage	Retainage	Amount Paid	Invoice Date	
1 \$27,398.24	\$1,369.91	\$26,028.33	09/08/15	
Less Total of Previously Earned				\$26,028.33
Total Retainage of Previous Payments				\$1,369.91

## **Total Amount Due**

\$48,544.81

48

ltem No	Bid Item	Unit	Qty	Unit Price	Total Contract Price	Price Completed This Month	Quantity Completed This Month	Quantity Completed Prior to Billing	Quantity Completed To Date	Total Earned To-Date
1	Mobilization, bonds, insurance and demobilization	LS	1	\$13,831.05	\$13,831.05	\$0.00		1.00	1.00	\$13,831.05
2	Hydro-flushing, Cleaning, & Debris Remov	al of Sa	nitary S	ewer Mains 6-	in - 34-in					
-	(a) 6-inch to 10-inch diameter	LF	7,075	\$1.04	\$7,358.00	\$5,145.82	4,947.90	1847.10	6795.00	\$7,066.80
	(b) 15-inch to 24-inch diameter	LF	3,397	\$1.10	\$3,736.70	\$1.763.74	1,603.40	1742.20	3345.60	\$3,680.16
	(c) 27-inch or greater diameter	LF	6,534		\$7,840.80	\$7,025.40	5,854.50	638.60	6493.10	\$7,791.72
3	Closed Circuit Television Inspection of Sa	nitary	Sewer N		-in diameter					
	(a) 6-inch to 10-inch diameter	LF	7,075	\$0.99	\$7,004.25	\$4,898.42	4,947.90	1847.10	6795.00	\$6,727.05
	(b) 15-inch to 24-inch diameter	LF	3,397	\$2.97	\$10,089.09	\$4,762.10	1,603.40	1742.20	3345.60	\$9,936.43
	(c) 27-inch or greater diameter	LF	6,534	\$3.07	\$20,059.38	\$17,973.32	5,854.50	638.60	6493.10	\$19,933.82
4	Shrub and Brush Clearing for Access	LS	1	\$3,600.00	\$3,600.00	\$0.00			0.00	\$0.00
5	Tree and Stump Removal	EA	1	\$1,800.00	\$1,800.00	\$0.00			0.00	\$0.00
6	Disposal of Contaminated Material at Dumpsite othe than the St. Helens WWTP	CY	10	\$250.00	\$2,500.00	\$0.00			0.00	\$0.00
7	Temporary Removal and Reinstallation of Existing Fence	LF	40	\$50.00	\$2,000.00	\$0.00			0.00	\$0.00
	New Fence Installation	LF	20	\$60.00	\$1,200.00	\$0.00			0.00	\$0.00
9	Traffic Control	LS	1	\$7,731.00	\$7,731.00	\$7,731.00	1.00		1.00	\$7,731.00
10	Erosion and Sedimentation Control	LS	1	\$1,800.00	\$1,800.00	\$1,800.00	1.00		1.00	\$1,800.00
11	Impacted Private Property Condition Documentation & Owner Approval and Release - Signed	LS	1	\$4,000.00	\$4,000.00	\$0.00			0.00	\$0.00
Cont	ract Subtotal				\$94,550.27	\$51,099.80				\$78,498.04





# Invoice 11414-R

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Invoice #:	11414-R	Date:	09/30/15	 Customer P.O. #:
Payment Terms:				Salesperson:
Customer Code:	CITYOFSTHE			

Remarks: CLEAN & TV

Quantity	Description	U/M	Unit Price	Extension
<del>~</del> 462.60	CCTV 27" OR GREATER MAIN	FT	3.07	1,420.18
-462.60	8852V CLEAN 27" OR GREATER	FT	1.20	555.12
1,021.40	11415T CCTV 27" OR GREATER	FT	3.07	3,135.70
-1,021.40	8853V CLEAN 27" OR GREATER	FT	1.20	1,225.68
➤ 849.10	11416T CCTV 6" - 10" MAIN	FT	0.99	840.61
	8854V CLEAN 6" - 10" MAIN	FT	1.04	883.06
-179.90	11417T CCTV 6" - 10" MAIN	FT	0.99	178.10
283.00	11417T CCTV 15" - 24" MAIN	FT	2.97	840.51
	8855V CLEAN 6" - 10" MAIN	FT	1.04	187.10
283.00	8855V CLEAN 15" - 24" MAIN	FT	1.10	311.30
690.90	11434T CCTV 6" - 10" MAIN	FT	0.99	683.99
	11434T CCTV 27" OR GREATER	FT	3.07	924.38
690.90	8867V CLEAN 6" - 10" MAIN	FT	1.04	718.54
	8867V CLEAN 27" OR GREATER	FT	1.20	361.32
714.20	11418T CCTV 27" OR GREATER	FT	3.07	2,192.59
714.20	8856V CLEAN 27" OR GREATER	FT	1.20	857.04
350.00	11419T CCTV 27" OR GREATER	FT	3.07	1,074.50
350.00	8857V CLEAN 27" OR GREATER	FT	1.20	420.00
	11420T CCTV 27" OR GREATER	FT	3.07	1,221.86
398.00	8858V CLEAN 27" OR GREATER	FT	1.20	477.60



# Invoice 11414-R

Bill to:	Job: 7000-12196	
CITY OF ST HELENS PO BOX 278 ST HELENS, OR 97051	CITY OF ST HELENS	

Invoice #: 11414-R	Date: 09/30/15	Customer P.O. #:
Payment Terms: NET 30 DAYS		Salesperson:
Customer Code: CITYOFSTHE		

Remarks: CLEAN & TV

Quantity Description	U/M	Unit Price	Extension
Continued from previous page			
-281.80 11421T CCTV 27" OR GREATER	FT	3.07	865.13
	FT	1.20	338.16
-839.70 11426T CCTV 27" OR GREATER	FT	3.07	2,577.88
839.70 8860V CLEAN 27" OR GREATER	FT	1.20	1,007.64
1,090.00 11428T CCTV 6" - 10" MAIN	FT	0.99	1,079.10
1,090.00 8862V CLEAN 6" - 10" MAIN	FT	1.04	1,133.60
	FT	0.99	746.96
-754.50 8863V CLEAN 6" - 10" MAIN	FT	1.04	784.68
525.10 11430T CCTV 6" - 10" MAIN	FT	0.99	519.85
390.30 11430T CCTV 15" - 24" MAIN	FT	2.97	1,159.19
-525.10 8864V CLEAN 6" - 10" MAIN	FT	1.04	546.10
-390.30 8864V CLEAN 6" - 10" MAIIN	FT	1.10	429.33
-226.30 11431T CCTV 6" - 10" MAIN	FT	0.99	224.04
	FT	2.97	1,381.64
	FT	3.07	227.49
226.30 8865V CLEAN 6" - 10" MAIN	FT	1.04	235.35
465.20 8865V CLEAN 15" - 24" MAIN	FT	1.10	511.72
74.10 8865V CLEAN 27" OR GREATER	FT	1.20	88.92
464.90 11432T CCTV 15" - 24" MAIN	FT	2.97	1,380.75

Continued on next page . . .

Print Date: 10/01/15



# Invoice 11414-R

Bill to: CITY OF ST HELENS PO BOX 278	Job: 7000-12196 CITY OF ST HELENS
ST HELENS, OR 97051	

Invoice #:	11414-R	Date:	09/30/15	Customer P.O. #:
Payment Terms:	NET 30 DAYS			Salesperson:
Customer Code:	CITYOFSTHE			

Remarks: CLEAN & TV

Quantity	Description	U/M	Unit Price	Extension
Continued fi	rom previous page			
- 689.40	11432T CCTV 27" OR GREATER	FT	3.07	2,116.46
-464.90	8866V CLEAN 15" - 24" MAIN	FT	1.10	511.39
689.40	8866V CLEAN 27" OR GREATER	FT	1.20	827.28
226.90	11436T CCTV 6" - 10" MAIN	FT	0.99	224.63
	8869V CLEAN 6" - 10" MAIN	FT	1.04	235.98
-405.20	11437T CCTV 6" - 10" MAIN	FT	0.99	401.15
722.20	11437T CCTV 27" OR GREATER	FT	3.07	2,217.15
~405.20	8870V CLEAN 6" - 10" MAIN	FT	1.04	421.41
722.20	8870V CLEAN 27" OR GREATER	FT	1.20	866.64
1.00	TRAFFIC CONTROL	LS	7,731.00	7,731.00
1.00	EROSION & SEDIMENTATION CNTRL	LS	1,800.00	1,800.00
			Subtotal:	51,099.80

Total:	51,099.80
Less Retention:	-2,554.99
Current Due:	48,544.81



**City of St. Helens** 265 Strand Street, St. Helens, OR 97051 Phone: 503.397.6272 | Fax: 503.366.3782

# Payment Application #03

48

Iron Horse GroupPROJECT #: \$-6345501 NE 223rd Ave, Fairview, OR 97024DATE: 10/6/2015(503) 674-0980DEPARTMENT: EngineeringTotal Contract Amount\$94,550.27Total Contract Amount\$94,550.27Total Amount Earned To Date\$86,098.04Less 5% Retainage\$380.00Previous Payment ApplicationsPP#Billing With Retainage1\$27,398.242\$1,369.912\$51,099.802\$51,099.80Less Total of Previously Earned		CONTRACTOR:					- 2015 Court	h Turnels Ca	nite	Class.	0 COTU
S501 NE 223rd Ave, Fairview, OR 97024         DATE: 10/6/2015           1503 h 674-0980         DEPARTMENT: Engineering           Total Contract Amount         \$94,550.27         Total Earned This Month         \$7,600.00           Total Amount Earned To Date         \$86,098.04         Less 5% Retainage         \$380.00           Previous Payment Applications         PPH         Total With Retainage         \$380.00         \$74,573.14           1         \$27,398.24         \$1,369.91         \$26,028.33         09/08/15         \$74,573.14           1         S27,399.80         \$2,554.99         \$48,544.81         10/02/15         \$74,573.14           Total Amount Due         Total Contract         Completed         Completed Price         Total Earned         Total Earned         Total Earned         Total Earned         Total Earned         S74,573.14           1         Mobilization, bonds, insurance and LS         1         \$13,831.05         \$13,831.05         \$0.00         1.00         1.00         \$13,831.05           2         Hydro-finduing. Cleaning. & Debris Removal of Sanitary Sever Mains 6-in - 34-in         \$0.00         6795.00         \$795.00         \$795.00								in Trunk Sa	initary Se	wer Clean	ing & CCTV
ISO31 674-0980         DEPARTMENT: Engineering           Total Contract Amount         \$94,550.27         Total Earned This Month         \$7,600.00           Total Amount Earned To Date         '         \$86,098.04         Less 5% Retainage         \$380.00           Previous Payment Applications         PP# Billing With Retainage         Amount Paid         Invoice Date         \$373,998.24         \$13,09.91         \$52,554.99         \$48,544.81         10/02/15         \$74,573.14         \$33,924.90         \$74,573.14         \$30,924.90         \$74,573.14         \$30,924.90         \$74,573.14         \$30,924.90         \$74,573.14         \$30,924.90         \$74,573.14         \$30,924.90         \$74,573.14         \$30,924.90         \$74,573.14         \$30,924.90         \$74,573.14         \$30,924.90         \$74,573.14         \$30,924.90         \$74,573.14         \$30,924.90         \$74,573.14         \$30,924.90         \$70,820.00         \$74,673.14         \$30,924.90         \$74,673.14         \$30,924.90         \$70,810.80         \$74,573.14         \$74,573.14         \$74,573.14         \$74,573.14         \$74,573.14         \$74,573.14         \$74,573.14         \$74,573.14         \$74,573.14         \$74,573.14         \$74,573.14         \$74,573.14         \$74,573.14         \$73,735.70         \$0.00         \$1.00         \$13,831.05         \$1.00											
Total Contract Amount         \$94,550.27         Total Earned This Month         \$7,600.00           Total Amount Earned To Date         \$86,098.04         Less 5% Retainage         \$380.00           Previous Payment Applications         PPH Billing With Retainage         \$1,569.91         \$22,028.33         09/08/15         \$380.00           1 \$27,398.24         \$1,369.91         \$22,028.33         09/08/15         \$74,573.14         \$3,924.90           1 cast Total of Previous Payments         \$22,554.99         \$48,544.81         10/02/15         \$74,573.14           Total Retainage of Previous Payments         \$72,220.00         \$74,573.14         \$3,924.90           1 molilization, bonds, insurance and demobilization         \$1,\$13,831.05         \$13,881.05         \$0.00         1.00         1.00         \$13,831.05           1 Mobilization, bonds, insurance and demobilization         Ls         \$1,389.105         \$13,831.05         \$0.00         \$0.00         \$6795.00         \$795.00			024		_						
Total Amount Earned To Date         \$\$86,098.04         Less 5% Retainage         \$\$380.00           PP# Billing With Retainage         Retainage         Amount Paid         Invoice Date         \$\$380.00           PP# Billing With Retainage         \$\$1,369.91         \$\$20,028.33         09/08/15         \$\$74,573.14           2 \$\$51,099.80         \$\$2,554.99         \$48,544.81         10/02/15         \$\$74,573.14           Less Total of Previous Payments         \$\$74,573.14         \$\$77,220.00         \$\$74,573.14           Total Amount Due         \$\$77,220.00         \$\$77,220.00         \$\$74,573.14           Image: State						DEPARTMENT					
Previous Payment Applications PP# Billing With Retainage 1 \$27,398.24         Retainage \$1,360.91         Amount Paid \$26,028.33         Invoice Date 00/08/15           2 \$51,099.80         \$2,554.99         \$48,544.81         10/02/15           Less Total of Previous Payments         \$77,220.00           Total Amount Due         \$77,220.00           Item No         Bid Item         Unit Qty         Unit Price Price         Price Completed Prior to Frice         Quantity Completed Prior to Billing         Outal Earned To Date           1         Mobilization, bonds, insurance and daemobilization         L5         \$13,831.05         \$13,831.05         \$0.00         6795.00         \$795.00         \$13,831.05           2         Hydro-fushing, Cleaning, & Debris Removal of Sanitary Sever Mains 6-in - 34-in (a) 6-inch to 10-inch diameter         LF         7,075         \$1.04         \$7,358.00         \$0.00         6795.00         \$7,066.80           (b) 15-inch to 24-inch diameter         LF         7,075         \$1.04         \$7,358.00         \$0.00         \$6493.10         \$345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$579.00         \$6,795.00         \$7,901.72           3         Closed Circuit Television Inspection of Sanitary Sever Mains 6-in - 34-in (a) 6-inch to 10-inch diameter         LF         6,397         \$0.00	Tota	al Contract Amount		\$94,	550.27		Total Earned	d This Month	1	\$7	,600.00
PP# Billing With Renainage 1 \$27,398.24         Retainage \$1,569.91         Amount Paid \$26,028.33         Invoice Date 09/08/15           Less Toral of Previous Parned Total Atminage of Previous Payments         \$74,573.14         \$74,573.14           Total Amount Due         \$74,573.14         \$3,924.90           Item No         Bid Item         Unit Qty         Unit Price Price         Price Completed Tris Month         Quantity Completed To Date         Quantity Completed To Date         Quantity Completed To Date         Total Earned To-Date           1         Mobilization, bonds, insurance and demobilization         1         \$13,831.05         \$13,831.05         \$0.00         1.00         \$13,831.05           2         Hydro-flushing, Cleaning, & Debris Removal of Sanitary Sever Mains 6-in - 34-in (a) 6-inch to 10-inch diameter         IF         7,755         \$1.04         \$7,358.00         \$0.00         6795.00         \$795.00         \$7,95.70.0         \$7,97.70           3         Closed Circuit Te				\$86,	098.04		Less 5% Ret	ainage		\$	380.00
1       \$27,398.24       \$1,309.01       \$22,028.33       09/08/15         2       \$\$1,099.80       \$2,554.99       \$48,544.81       10/02/15         State of Previously Farned         Total Amount Due         Total Amount Due         Total Amount Due         Total Completed Completed Price to This Month       Quantity Completed Price to Billing         1       Mobilization, bonds, insurance and L5       1       \$13,831.05       \$13,831.05       \$0.00       1.00       1.00       \$13,831.05         1       Mobilization       LF       7,075       \$1.04       \$7,358.00       \$0.00       1.00       \$13,831.05         1       Mobilization diameter       LF       7,075       \$1.04       \$7,358.00       \$0.00       6795.00       \$75.00       \$7,066.80         (b) 15-inch to 24-inch diameter       LF       7,075       \$1.04       \$7,358.00       \$0.00       6493.10       \$77,971.72         3       Closed Circuit Television Inspection of Sanitary Sever Mains 6-in - 34-in diameter (a (a f-inch to 10-inch diameter LF       3,397       \$7,1075       \$0.99       \$7,004.25       \$0.00       6493.10       \$77,971.72         3       Closed Circuit Television Inspection of Sanitary Sever Mai											
2         \$\$1,099.80         \$2,554.99         \$48,544.81         10/02/15           ST4,573.14           Total of Previous Payments           Total of Previous Payments           Total Amount Due           Total Completed Price         Quantity Completed This Month         Quantity Completed To Date         Total Earned           1         Mobilization         LS         1         \$13,831.05         \$13,831.05         \$0.00         1.00         \$13,831.05           1         Mobilization         LF         7,075         \$1.04         \$3,735.70         \$0.00         6795.00         \$7,066.80           2         Hydro-fluching, Cleaning, & Debris Removal of Sanitary Sever Mains 6-in - 34-in         \$0.00         6493.10         \$7,071.72           3         Closed Circuit Television Inspection of Sanitary Sever Mains 6-in - 34-in diameter         LF         \$3,397         \$2.10         \$3,73.67.0         \$0.00         6493.10         \$7,071.72	PP#		Reta	inage	Amount Pai	d	Invoice Date				
ST4,573.14 Total Retainage of Previous Payments         ST4,573.14 S3,924.90           Total Amount Due         \$\$74,573.14 S3,924.90           Total Amount Due         \$\$74,573.14 S3,924.90           Image: State			\$1,30	59.91	\$26,028.33		09/08/15				
Total Retainage of Previous Payments         \$3,924.90           Total Amount Due         \$3,924.90           Total Amount Due         \$3,924.90           Image: Signal			\$2,55	54.99	\$48,544.81		10/02/15				
Total Amount Due         \$7,220.00           Item No         Bid Item         Unit Qty         Unit Price         Total Completed This Month         Quantity Completed This Month         Quantity Completed This Month         Total Completed To Date         Total Completed To Completed To Completed To Date         Total Completed To Completed To Completed To Completed To Completed To Completed To Complete Completed To Completed To Completed Total Completed To Completed To Completed Total Com											\$74,573.14
Item No         Bid Item         Unit         Qty         Unit Price         Total Contract Price         Price Completed This Month         Quantity Completed This Month         Quantity Completed To Date         Total Earned To Date           1         Mobilization         L5         1         \$13,831.05         \$13,831.05         \$0.00         1.00         1.00         \$13,831.05           2         Hydro-flushing, Cleaning, & Debris Removal of Sanitary Sewer Mains 6-in - 34-in (a) 6-inch to 10-inch diameter         LF         7,075         \$1.04         \$7,358.00         \$0.00         6795.00         \$7,066.80           3         Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in (a) 6-inch to 10-inch diameter         LF         \$2,397         \$1,00,89.09         \$0.00         6493.10         \$7,91.72          3         Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in (a) 6-inch to 10-inch diameter         LF         \$2,000.99         \$0.00         6493.10         \$7,91.72           3         Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in (a) 6-inch to 12-inch diameter         LF         \$0.00         \$0.00         \$0.00	Tota	Retainage of Previous Payments									\$3,924.90
Item No         Bid Item         Unit         Qu         Unit         Qu         Unit Price         Contract Completed Price         Price         Quantity Completed This Month         Completed This Month         Completed This Month         Completed This Month         Quantity Completed This Month         Quantity Completed To Date         Total Earned To-Date           1         Mobilization, bonds, insurance and demobilization         LS         1         \$13,831.05         \$13,831.05         \$0.00         1.00         \$13,831.05           2         Hydro-flushing, Cleaning, & Debris Removal of Sanitary Sewer Mains 6-in - 34-in (a) 6-inch to 10-inch diameter         LF         7,075         \$1.04         \$7,358.00         \$0.00         6795.00         6795.00         \$7,066.80           2         Hydro-flushing, Cleaning, & Debris Removal of Sanitary Sewer Mains 6-in - 34-in         startin diameter         \$7,066.80         \$3,45.60         \$345.60         \$3,45.60         \$3,45.60         \$3,680.16         \$6493.10         \$7,791.72           3         Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in diameter         LF         7,075         \$0.99         \$7,004.25         \$0.00         \$345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$3,600.00         \$3,600.00         \$3,600.00 </td <td>То</td> <td>tal Amount Due</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td>\$7,220.</td> <td>.00</td>	То	tal Amount Due							1	\$7,220.	.00
Item No         Bid Item         Unit         Qu         Unit         Qu         Unit Price         Contract Completed Price         Price         Quantity Completed This Month         Completed This Month         Completed This Month         Completed This Month         Quantity Completed This Month         Quantity Completed To Date         Total Earned To-Date           1         Mobilization, bonds, insurance and demobilization         LS         1         \$13,831.05         \$13,831.05         \$0.00         1.00         \$13,831.05           2         Hydro-flushing, Cleaning, & Debris Removal of Sanitary Sewer Mains 6-in - 34-in (a) 6-inch to 10-inch diameter         LF         7,075         \$1.04         \$7,358.00         \$0.00         6795.00         6795.00         \$7,066.80           2         Hydro-flushing, Cleaning, & Debris Removal of Sanitary Sewer Mains 6-in - 34-in         startin diameter         \$7,066.80         \$3,45.60         \$345.60         \$3,45.60         \$3,45.60         \$3,680.16         \$6493.10         \$7,791.72           3         Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in diameter         LF         7,075         \$0.99         \$7,004.25         \$0.00         \$345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$3,600.00         \$3,600.00         \$3,600.00 </td <td></td>											
Hem         Bid Item         Unit         Qty         Unit Price         Completed Price         Completed This Month         Completed This Month         Completed This Month         Completed Prior to Billing         Completed To Date         Completed To Date         Completed To Date           1         Mobilization, bonds, insurance and demobilization         LS         1         \$13,831.05         \$13,831.05         \$0.00         1.00         1.00         \$13,831.05           2         Hydro-flushing, Cleaning, & Debris Removal of Sanitary Sewer Mains 6-in - 34-in (a) 6-inch to 10-inch diameter         LF         7,075         \$1.04         \$7,358.00         \$0.00         6795.00         6795.00         \$345.60         \$3,680.16           3         Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in diameter         LF         7,075         \$0.99         \$7,004.25         \$0.00         6493.10         6493.10         \$45,70.71.72           3         Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in diameter         LF         7,075         \$0.99         \$7,004.25         \$0.00         6493.10         6493.10         \$45,00.00         \$345.60         \$3,600.00         \$345.60         \$9,938.24           4         Shrub and Brush Clearing for Access         LS         1         \$3,600.00         \$3,6						Total	Price	Quantity		Quantity	
No         Price         This Month         This Month         This Month         To Date         To Date           1         Mobilization, bonds, insurance and demobilization         LS         1         \$13,831.05         \$13,831.05         \$0.00         1.00         \$13,831.05           2         Hydro-flushing, Cleaning, & Debris Removal of Sanitary Sewer Mains 6-in - 34-in         \$0.00         6795.00         6795.00         \$7,066.80           (a) 6-inch to 10-inch diameter         LF         7,075         \$1.04         \$7,358.00         \$0.00         6493.10         \$7,066.80           (b) 15-inch to 24-inch diameter         LF         6,534         \$1.20         \$7,840.80         \$0.00         6493.10         \$7,791.72           3         Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in diameter         6         6795.00         6795.00         \$6795.00         \$6795.00         \$6795.00         \$6795.00         \$345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$360.00         \$345.60         \$345.60         \$360.00         \$345.60         \$360.00         \$345.60         \$360.00         \$360.00         \$360.00         \$360.00         \$360.00         \$360.00         \$360.00         \$3.600.00         \$360		Bid Item	Unit	Qtv	Unit Price	Contract	Completed				Total Earned
Image: Mobilization bonds, insurance and LS         LS         1         \$13,831.05         \$13,831.05         \$0.00         1.00         \$13,831.05           2         Hydro-flushing, Cleaning, & Debris Removal of Sanitary Sewer Mains 6-in - 34-in (a) 6-inch to 10-inch diameter         LF         7,705         \$1.04         \$7,358.00         \$0.00         6795.00         6795.00         \$7,066.80           (b) 15-inch to 24-inch diameter         LF         7,397         \$1.10         \$3,736.70         \$0.00         6493.10         6493.10         \$7,717.72           3         Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in diameter (a) 6-inch to 10-inch diameter         LF         7,075         \$0.99         \$7,004.25         \$0.00         6795.00         6795.00         \$6,727.05           3         Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in diameter (a) 6-inch to 10-inch diameter         LF         7,075         \$0.99         \$7,004.25         \$0.00         6795.00         \$6,727.05           4         Shrub and Brush Clearing for Access         LS         1         \$3,600.00         \$3,600.00         \$3,600.00         \$1.933.82           4         Shrub and Brush Clearing for Access         LS         1         \$1,800.00         \$0.00         \$0.00         \$0.00	No								Prior to		To-Date
demobilization         constraint         constraint         constraint         constraint           2         Hydro-flushing, Cleaning, & Debris Removal of Sanitary Sewer Mains 6-in - 34-in (a) 6-inch to 10-inch diameter         LF         7,075         \$1.04         \$7,358.00         \$0.00         6795.00         \$7,066.80           (b) 15-inch to 24-inch diameter         LF         3,397         \$1.20         \$7,840.80         \$0.00         6493.10         \$6493.10         \$7,77,717.2           3         Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in diameter (a) 6-inch to 10-inch diameter         LF         7,075         \$0.99         \$7,004.25         \$0.00         6795.00         \$6,727.05           (b) 15-inch to 24-inch diameter         LF         7,075         \$0.99         \$7,004.25         \$0.00         6795.00         \$6,727.05           (c) 27-inch or greater diameter         LF         6,534         \$3.07         \$20,059.38         \$0.00         6493.10         \$19,933.82           4         Shrub and Brush Clearing for Access         LS         1         \$3,600.00         \$3,600.00         \$0.00         1.00         \$3,600.00           5         Tree and Stump Removal         EA         1         \$1,800.00         \$0.00         0.00         \$0.00	1	Mobilization bonds insurance and	10	1	¢12 021 0F						¢12.021.05
2         Hydro-flushing, Cleaning, & Debris Removal of Sanitary Sewer Mains 6-in - 34-in (a) 6-inch to 10-inch diameter         LF         7,075         \$1.04         \$7,358.00         \$0.00         6795.00         \$7,066.80           (b) 15-inch to 24-inch diameter         LF         3,397         \$1.10         \$3,736.70         \$0.00         3345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$345.60         \$5,7066.80           3         Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in diameter         (a) 6-inch to 10-inch diameter         LF         7,075         \$0.99         \$7,004.25         \$0.00         6795.00         6795.00         \$6,727.05           (b) 15-inch to 24-inch diameter         LF         7,075         \$0.99         \$7,004.25         \$0.00         \$345.60         \$345.60         \$9,936.43           (c) 27-inch or greater diameter         LF         6,534         \$3.07         \$20,059.38         \$0.00         \$1.00         \$19,933.82           4         Shrub and Brush Clearing for Access         LS         1         \$3,600.00         \$3,600.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.00         \$0.0	1		LS	т	\$15,651.05	\$15,651.05	\$0.00		1.00	1.00	\$13,831.05
(a) 6-Inch to 10-inch diameter       LF       7,075       \$1.04       \$7,358.00       \$0.00       6795.00       6795.00       \$7,066.80         (b) 15-inch to 24-inch diameter       LF       3,397       \$1.10       \$3,736.70       \$0.00       3345.60       3345.60       \$3,680.16         (c) 27-inch or greater diameter       LF       6,534       \$1.20       \$7,840.80       \$0.00       6493.10       6493.10       \$7,791.72         3       Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in diameter       (a) 6-inch to 10-inch diameter       LF       7,075       \$0.99       \$7,004.25       \$0.00       6795.00       6795.00       \$6795.00	2		al of Sa	nitary S	ower Mains 6	in - 34-in					
(b) 15-inch to 24-inch diameter         LF         3,397         \$1.10         \$3,736.70         \$0.00         3345.60         \$3,680.16         \$3,680.16           (c) 27-inch or greater diameter         LF         6,534         \$1.20         \$7,840.80         \$0.00         6493.10         6493.10         \$7,791.72           3         Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in diameter         (a) 6-inch to 10-inch diameter         LF         7,075         \$0.99         \$7,004.25         \$0.00         6795.00         6795.00         \$6,727.05           (b) 15-inch to 24-inch diameter         LF         7,075         \$0.99         \$7,004.25         \$0.00         3345.60         \$345.60         \$9,936.43           (c) 27-inch or greater diameter         LF         6,534         \$3.07         \$20,059.38         \$0.00         6493.10         \$19,933.82           4         Shrub and Brush Clearing for Access         LS         1         \$3,600.00         \$3,600.00         \$0.00         \$0.00         \$0.00           5         Tree and Stump Removal         EA         1         \$1,800.00         \$0.00         0.00         \$0.00           6         Disposal of Contaminated Material at         CY         10         \$250.00         \$2,000.00	2						\$0.00		6705 00	6705.00	67.000.00
(c) 27-inch or greater diameter         LF         6,534         \$1.20         \$7,840.80         \$0.00         6493.10         \$7,791.72           3         Closed Circuit Television Inspection of Sanitary Sewer Mains 6-in - 34-in diameter (a) 6-inch to 10-inch diameter         LF         7,075         \$0.99         \$7,004.25         \$0.00         6795.00         \$6,727.05           (b) 15-inch to 24-inch diameter         LF         3,397         \$2.97         \$10,089.09         \$0.00         3345.60         \$345.60         \$9,936.43           (c) 27-inch or greater diameter         LF         5,534         \$3.07         \$20,059.38         \$0.00         6493.10         \$19,933.82           4         Shrub and Brush Clearing for Access         LS         1         \$3,600.00         \$3,600.00         1.00         \$3,600.00           5         Tree and Stump Removal         EA         1         \$1,800.00         \$0.00         0.00         \$0.00           6         Disposal of Contaminated Material at         CY         10         \$250.00         \$2,000.00         \$0.00         0.00         \$0.00           0         Dumpsite othe than the St. Helens											
3         Closed Circuit Television Inspection of Sanitary Sever Mains 6-in - 34-in diameter (a) 6-inch to 10-inch diameter         LF         7,075         \$0.99         \$7,004.25         \$0.00         6795.00         \$6,727.05           (b) 15-inch to 24-inch diameter         LF         3,397         \$2.97         \$10,089.09         \$0.00         3345.60         3345.60         \$9,936.43           (c) 27-inch or greater diameter         LF         6,534         \$3.07         \$20,059.38         \$0.00         1.00         \$19,933.82           4         Shrub and Brush Clearing for Access         LS         1         \$3,600.00         \$3,600.00         \$3,600.00         \$0.00 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td></td>										1	
(a) 6-inch to 10-inch diameter       LF       7,075       \$0.99       \$7,004.25       \$0.00       6795.00       \$6,727.05         (b) 15-inch to 24-inch diameter       LF       3,397       \$2.97       \$10,089.09       \$0.00       3345.60       \$9,936.43         (c) 27-inch or greater diameter       LF       6,534       \$3.07       \$20,059.38       \$0.00       6493.10       \$19,933.82         4       Shrub and Brush Clearing for Access       LS       1       \$3,600.00       \$3,600.00       \$0.00       1.00       \$3,600.00         5       Tree and Stump Removal       EA       1       \$1,800.00       \$0.00       0.00       \$0.00         6       Disposal of Contaminated Material at WWTP       CY       10       \$22,000.00       \$0.00       0.00       \$0.00         7       Temporary Removal and Reinstallation of Existing Fence       LF       20       \$60.00       \$1,200.00       \$0.00       0.00       \$0.00         9       Traffic Control       LS       1       \$7,731.00       \$0.00       1.00       1.00       \$1,800.00         10       Erosion and Sedimentation Control       LS       1       \$1,800.00       \$0.00       1.00       1.00       \$1,800.00         10 <td>3</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$0.00</td> <td></td> <td>6493.10</td> <td>6493.10</td> <td>\$7,791.72</td>	3						\$0.00		6493.10	6493.10	\$7,791.72
(b) 15-inch to 24-inch diameter         LF         3,397         \$2.97         \$10,089.09         \$0.00         3345.60         \$345.60         \$9,936.43           (c) 27-inch or greater diameter         LF         6,534         \$3.07         \$20,059.38         \$0.00         6493.10         6493.10         \$19,933.82           4         Shrub and Brush Clearing for Access         LS         1         \$3,600.00         \$3,600.00         1.00         1.00         \$3,600.00           5         Tree and Stump Removal         EA         1         \$1,800.00         \$0.00         0.00         \$0.00           6         Disposal of Contaminated Material at WWTP         CY         10         \$250.00         \$2,500.00         \$0.00         0.00         \$0.00           7         Temporary Removal and Reinstallation of Existing Fence         LF         40         \$50.00         \$2,000.00         \$0.00         0.00         \$0.00           9         Traffic Control         LS         1         \$7,731.00         \$0.00         1.00         \$1,800.00         \$1,800.00         \$1,000         \$1,800.00         \$1,800.00         \$1,00         \$1,800.00         \$1,800.00         \$1,800.00         \$1,00         \$1,800.00         \$1,800.00         \$1,00         \$1,800	5						1000		6705.00	6705.00	¢6 777 05
(c) 27-inch or greater diameter         LF         6,534         \$3.07         \$20,059.38         \$0.00         6493.10         \$493.10         \$19,933.82           4         Shrub and Brush Clearing for Access         LS         1         \$3,600.00         \$3,600.00         1.00         1.00         \$3,600.00           5         Tree and Stump Removal         EA         1         \$1,800.00         \$0.00         0.00         \$0.00           6         Disposal of Contaminated Material at Dumpsite othe than the St. Helens         CY         10         \$250.00         \$2,500.00         \$0.00         0.00         \$0.00           7         Temporary Removal and Reinstallation of Existing Fence         LF         40         \$50.00         \$2,000.00         \$0.00         0.00         \$0.00           9         Traffic Control         LS         1         \$7,731.00         \$7,731.00         \$0.00         1.00         \$1,800.00           10         Erosion and Sedimentation Control         LS         1         \$1,800.00         \$0.00         1.00         \$1,800.00           11         Impacted Private Property Condition Documentation & Owner Approval and         LS         1         \$4,000.00         \$4,000.00         \$4,000.00         \$4,000.00											
4         Shrub and Brush Clearing for Access         LS         1         \$3,600.00         \$3,600.00         1.00         1.00         \$3,600.00           5         Tree and Stump Removal         EA         1         \$1,800.00         \$1,800.00         \$0.00         0.00         \$0.00           6         Disposal of Contaminated Material at Dumpsite othe than the St. Helens WWTP         CY         10         \$250.00         \$2,500.00         \$0.00         0.00         \$0.00           7         Temporary Removal and Reinstallation of Existing Fence         LF         40         \$50.00         \$2,000.00         \$0.00         0.00         \$0.00           9         Traffic Control         LS         1         \$1,800.00         \$1,200.00         \$0.00         1.00         \$7,731.00           10         Erosion and Sedimentation Control         LS         1         \$1,800.00         \$0.00         1.00         \$1,800.00           11         Impacted Private Property Condition         LS         1         \$4,000.00         \$4,000.00         \$4,000.00         \$4,000.00											
5         Tree and Stump Removal         EA         1         \$1,800.00         \$0.00         0.00         \$0.00           6         Disposal of Contaminated Material at Dumpsite othe than the St. Helens WWTP         CY         10         \$250.00         \$2,500.00         \$0.00         0.00         \$0.00           7         Temporary Removal and Reinstallation of Existing Fence         LF         40         \$50.00         \$2,000.00         \$0.00         0.00         \$0.00           9         Traffic Control         LS         1         \$7,731.00         \$7,731.00         \$0.00         1.00         \$7,731.00           10         Erosion and Sedimentation Control         LS         1         \$1,800.00         \$0.00         1.00         \$1,800.00           11         Impacted Private Property Condition Documentation & Owner Approval and         LS         1         \$4,000.00	Δ	The second s						1.00	6495.10		
6         Disposal of Contaminated Material at Dumpsite othe than the St. Helens         CY         10         \$250.00         \$2,500.00         \$0.00         0.00         \$0.00           7         Temporary Removal and Reinstallation of Existing Fence         LF         40         \$50.00         \$2,000.00         \$0.00         0.00         \$0.00           8         New Fence Installation of Existing Control         LF         20         \$60.00         \$1,200.00         \$0.00         0.00         \$0.00           9         Traffic Control         LS         1         \$7,731.00         \$7,731.00         \$0.00         1.00         \$1,800.00           10         Erosion and Sedimentation Control         LS         1         \$1,800.00         \$0.00         1.00         \$1,800.00           11         Impacted Private Property Condition Documentation & Owner Approval and         LS         1         \$4,000.00         \$4,000.00         1.00         \$4,000.00					the second se			1.00			
Dumpsite othe than the St. Helens         France         Fran					and the second s						
WWTP         Image: State of the state			CI	10	\$250.00	\$2,500.00	\$0.00	1		0.00	\$0.00
7       Temporary Removal and Reinstallation of Existing Fence       LF       40       \$50.00       \$2,000.00       \$0.00       0.00       \$0.00         8       New Fence Installation       LF       20       \$60.00       \$1,200.00       \$0.00       0.00       \$0.00         9       Traffic Control       LS       1       \$7,731.00       \$7,731.00       \$0.00       1.00       \$7,731.00         10       Erosion and Sedimentation Control       LS       1       \$1,800.00       \$0.00       1.00       \$1,800.00         11       Impacted Private Property Condition       LS       1       \$4,000.00       \$4,000.00       \$4,000.00       \$4,000.00         Documentation & Owner Approval and       LS       1       \$4,000.00       \$4,000.00       \$4,000.00       \$4,000.00											
of Existing Fence         LF         20         \$60.00         \$1,200.00         \$0.00         \$0.00         \$0.00           8         New Fence Installation         LF         20         \$60.00         \$1,200.00         \$0.00         0.00         \$0.00           9         Traffic Control         LS         1         \$7,731.00         \$7,731.00         \$0.00         1.00         \$7,731.00           10         Erosion and Sedimentation Control         LS         1         \$1,800.00         \$0.00         1.00         \$1,800.00           11         Impacted Private Property Condition         LS         1         \$4,000.00         <	7		15	40	\$50.00	\$2,000,00	\$0.00			0.00	ć0.00
8         New Fence Installation         LF         20         \$60.00         \$1,200.00         \$0.00         0.00         \$0.00           9         Traffic Control         LS         1         \$7,731.00         \$7,731.00         \$0.00         1.00         \$7,731.00           10         Erosion and Sedimentation Control         LS         1         \$1,800.00         \$0.00         1.00         \$1,800.00           11         Impacted Private Property Condition         LS         1         \$4,000.00         \$4,000.00         \$4,000.00         \$4,000.00           10         Documentation & Owner Approval and         Set         Set         Set         Set         Set         \$4,000.00         \$4,000.00         \$4,000.00         \$4,000.00         \$4,000.00         \$4,000.00         \$54,000.00			LF	40	20000	\$2,000.00	\$0.00			0.00	ŞU.UU
9         Traffic Control         LS         1         \$7,731.00         \$7,731.00         \$0.00         1.00         \$7,731.00           10         Erosion and Sedimentation Control         LS         1         \$1,800.00         \$0.00         1.00         1.00         \$1,800.00           11         Impacted Private Property Condition         LS         1         \$4,000.00         \$4,000.00         \$4,000.00         1.00         \$1.00         \$4,000.00           Documentation & Owner Approval and         V         V         V         V         V         \$4,000.00 <td< td=""><td>8</td><td></td><td>LF</td><td>20</td><td>\$60.00</td><td>\$1,200.00</td><td>\$0.00</td><td></td><td></td><td>0.00</td><td>\$0.00</td></td<>	8		LF	20	\$60.00	\$1,200.00	\$0.00			0.00	\$0.00
10         Erosion and Sedimentation Control         LS         1         \$1,800.00         \$0.00         1.00         1.00         \$1,800.00           11         Impacted Private Property Condition         LS         1         \$4,000.00         \$4,000.00         \$4,000.00         1.00         1.00         \$4,000.00           Documentation & Owner Approval and         State	9		LS	and the second se	\$7.731.00				1.00		
11         Impacted Private Property Condition         LS         1         \$4,000.00         \$4,000.00         1.00         1.00         \$4,000.00           Documentation & Owner Approval and         1         1.00         \$4,000.00			LS			the factory of the second s		1			
Documentation & Owner Approval and	11										
Contract Subtotal \$94,550.27 \$7,600.00 \$86,098.04	Cont					\$94,550.27	\$7,600.00				\$86,098.04





# Invoice 100515

Bill to:	Job: 7000-12196
CITY OF ST HELENS PO BOX 278 ST HELENS, OR 97051	FINAL BILLING

Invoice #:	100515	Date:	10/05/15	Customer P.O. #:
Payment Terms:				Salesperson:
Customer Code:	CITYOFSTHE			

Remarks: OWNER APPROVAL AND RELEASE

Quantity	Description	U/M	Unit Price	Extension
/ 1.00	OWNER APPROVAL & RELEASE	LS	4,000.00	4,000.00
1.00	SHRUB & BRUSH CLEARING	LS	3,600.00	3,600.00
			Subtotal:	7,600.00
			Total:	7,600.00
			Less Retention:	-380.00
			Current Due:	7,220.00

Navigate using Bookmarks or by clicking on an agenda item.

GodfreyPark Storm SD-146

James W. Fowler Co.

James W. Fowler Co. 12775 Westview Drive Dallas, OR 97338

Godfrey Park Storm Sewer Replacement Project

Date Pay Estimate

10/5/2015

Involce: August 31st to September 5th, 2015 Pay Estimate #5 to City of St. Helens

Bid Item		Bid			Contract		ent Billing		ous Billing		al To Date	% Complete
No.	Description	Quantity	UM	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	To Date
	Mobilization, Bonds, Insurance and Demobilization	1.00	LS	\$170,000.00	\$170,000.00			1. 1. 1. 1. 1. 1.	and the states			
	Initial Mobilization	1.00	LS	\$90,950.00	\$ 90,950.00	0%		100%				100
1	Bonds	1.00	LS	\$4,250.00	\$ 4,250.00	0%		100%	\$ 4,250.00			100
	Insurance	1.00	LS	\$4,250.00	\$ 4,250.00	0%	\$ -	100%	\$ 4,250.00	100%	\$ 4,250.00	100
	Demobilization	1.00	LS	\$70,550.00	\$ 70,550.00	0%	\$ -	0%	\$ -	0%	\$ -	0'
	Traffic Control	1.00	LS	\$5,500.00	\$ 5,500.00		0	10000000	C	The state of the		A COLUMN TO A COLUMN
2	Materials	1.00	LS	\$5,000.00	\$ 5,000.00	0%	\$ -	100%	\$ 5,000.00	100%	\$ 5,000.00	100
	Installation	1.00	LS	\$500.00	\$ 500.00	25%	\$ 125.00	15%	\$ 75.00	40%	\$ 200.00	40
	Erosion Control	1.00	LS	\$3,000.00	\$ 3,000.00		0		0			
	Engineering / Submittals	1.00	LS	\$1,000.00	\$ 1,000.00	0%	\$ -	100%	\$ 1,000.00	100%	\$ 1,000.00	100
3	Materials	1.00	LS	\$1,000.00	\$ 1,000.00	0%			\$ 1,000.00			100
	Installation	1.00	LS	\$1,000.00	\$ 1,000.00	25%		15%			\$ 400.00	40
	Pollution Control Plan	1.00	LS	\$3,000.00	\$ 3,000.00	2370	2 230.00	1370	\$ 150.00	40%	\$ 400.00	
4	Engineering / Submittals	1.00	LS	\$3,000.00	\$ 3,000.00	0%	s -	100%	\$ 3,000.00	100%	\$ 3.000.00	100
		1.00	LS	\$25,000.00		0%	> -	100%	\$ 3,000.00	100%	\$ 3,000.00	100
5	Clearing					01/	0	40.24	4 45 000 00			
6	Clear West of 2nd	1.00	LS	\$15,000.00	\$ 15,000.00	0%		100%			\$ 15,000.00	100
-	Clear East of 2nd	1.00	LS	\$10,000.00	\$ 10,000.00	0%		100%				100
6	Tree Removal	9.00	EA	\$1,100.00	\$ 9,900.00	0.00		17.00	\$ 18,700.00	17.00	\$ 18,700.00	189
7	Rock Excavation	50.00	CY	\$100.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0
8	Outlet Protection	1.00	EA	\$25,000.00	\$ 25,000.00	0.00	\$ -	1.00	\$ 25,000.00	1.00	\$ 25,000.00	100
9	Riprap Basins	2.00	EA	\$3,200.00	\$ 6,400.00		\$ -		\$ 3,200.00		\$ 3,200.00	50
10	Gabion Check Dams	240.00	LF	\$137.00	\$ 32,880.00		\$ -		\$ -		\$ -	0
11	Trench Foundation Stabilization	5.00	CY	\$95.00	\$ 475.00	0.00			\$ -		\$ -	0
						0.00	*	0.00	*	0.00		
12	Trenchless Pipe Installation, 66 Inch Pipe Ramming	400.00	LF	\$3,150.00	\$ 1,260,000.00	170.00	\$ 535,500.00	170.00	\$ 535,500.00	340.00	\$ 1,071,000.00	85
13	Open Trench Pipe Installation, 66 Inch	237.00	LF	\$500.00	\$ 118,500.00	0.00			\$ -	0.00		0
14	Open Trench Pipe Installation, 24 Inch	50.00	LF	\$75.00	\$ 3,750.00		\$ .		\$ 3,750.00	50.00		100
15	Open Trench Pipe Installation, 12 Inch	125.00	LF	\$75.00	\$ 9,375.00		s -		\$ 1,500.00			
							\$ -			20.00		16
16	Open Trench Pipe Installation, 6 Inch	44.00	LF	\$40.00	\$ 1,760.00			0100	*	0.00	ş -	0
17	Water Pipe Deflection	73.00	LF	\$100.00	\$ 7,300.00	0.00			\$ -	0.00	\$ -	0
18	New Catch Basin	1.00	EA	\$1,700.00	\$ 1,700.00	0.00		1.00	\$ 1,700.00	1.00	\$ 1,700.00	100
19	Concrete Manholes, 96 Inch					State Charles	0%		0%		No. of Concession, Name	
15	a. 8.1 - 12 Feet Depth	2.00	EA	\$15,000.00	\$ 30,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	09
20	Connection to Existing Structures	2.00	EA	\$550.00	\$ 1,100.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	09
21	Fitting Abandoned Structures	2.00	EA	\$900.00	\$ 1,800.00	0.00	\$ -	0.00	\$ .	0.00		05
	Existing Pipe Abandonment	1.00	LS	\$50,000.00	\$ 50,000,00				0	0.00	<u> </u>	
	Materials	1.00	LS	\$25,000.00	\$ 25,000.00	0%	\$ - I	0%	\$ -	04/		
22										0%		05
	Install Bulkheads	1.00	LS	\$12,500.00	\$ 12,500.00		\$ -		\$ -		\$ -	05
	Remove Ravine Pipe	1.00	LS	\$12,500.00	\$ 12,500.00	0%	\$ -	0%	ş .	0%	\$ -	09
	Outfall Structure, Columbia River	1.00	LS	\$60,000.00	\$ 60,000.00		0		0		a state of the second second	
	Excavation	1.00	LS	\$10,000.00	\$ 10,000.00	25%	\$ 2,500.00	0%	\$ -	25%	\$ 2,500.00	25
23	Rock	1.00	LS	\$5,000.00	\$ 5,000.00	0%	\$ -	0%	\$ -	0%	\$ -	09
23	Rebar	1.00	LS	\$15,000.00	\$ 15,000.00	0%	\$ -	0%	\$ -	0%	s -	0%
	Concrete	1.00	LS	\$27,000.00	\$ 27,000.00	0%	\$ -	0%	\$ -	0%	s -	09
	Misc Steel	1.00	1.5	\$3,000.00	\$ 3,000.00	0%		0%		0%		09
	Inlet Structure, Godfrey Park Ravine	1.00	LS	\$35,000.00	\$ 35,000.00	0,0	-	0/4	()		-	
	Excavation					01/	^	04/	5 -			
		1.00	LS	\$10,500.00	\$ 10,500.00	0%		0%		0%		01
24	Flock	1.00	LS	\$6,000.00	\$ 6,000.00	0%		0%		0%		D%
	Rebar	1.00	LS	\$8,000.00	\$ 8,000.00		\$ -	0%		0%		09
	Concrete	1.00	LS	\$8,000.00	\$ 8,000.00		\$ -	0%	·	0%		0
	Misc Steel	1.00	LS	\$2,500.00	\$ 2,500.00	0%	\$ -	0%	\$-	0%	\$ -	05
25	Removal and Replace Concrete Curb and Gutter	35.00	LF	\$60.00	\$ 2,100.00	0.00	\$ -	0.00	5 -	0.00	\$ -	05
26	Asphalt Berm	15.00	LF	\$22.00	\$ 330.00	0.00	\$ -	0.00	5 - 1	0.00	s -	05
27	Removal and Disposal of Contaminated Soils	10.00	CY	\$150.00	\$ 1,500.00	0.00	\$ .	0.00		0.00		09
28	Native Seeding	0.50	AC	\$15,000.00	\$ 7,500.00		5 - 1	0.00		0.00		09
29	Native Shrub Planting, #1 Container	349.00	EA	\$14.00	\$ 4,886.00	0.00		0.00		0.00		
												09
30	Native Shrub Planting, #5 Container	29.00	EA	\$80.00	\$ 2,320.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	09
	Habitat Mitigation - Plant Establishment	1.00	LS	\$21,000.00	\$ 21,000.00		0		G			
	Materials	1.00	LS	\$15,000.00	\$ 15,000.00	0%		0%	-	0%		09
	Installation	1.00	LS	\$6,000.00	\$ 6,000.00	0%		D%		0%		0%
32	Erosion Control Matting	3419.00	SY		\$ 17,095.00	0.00	\$-	0.00	; -	0.00	\$-	09
	Construction Staking and As-Built	1.00	LS	\$14,000.00	\$ 14,000.00		0	1	ć			
33	Construction Staking	1.00	LS	\$13,000.00	\$ 13,000.00	10%	\$ 1,300.00	80%	10,400.00	90%	\$ 11,700.00	909
	As-Buill	1.00	LS	\$1,000.00	\$ 1,000.00	0%		0%		0%		09
	Ravine Access	1.00	LS	\$40,000.00	\$ 40,000.00		0			1		
		1.00				00/	0	1000	10.000.00	1000	100000-1	
34	Materials	1.00	LS	\$10,000.00		0%		100%		100%		1009
34	Installation	1.00	LS		\$ 30,000.00	0%	\$ -	100%	30,000.00	100%	\$ 30 000.00	100%
34	Installation											
34	Standpipe Decomissioning	1.00	LS	\$1,100.00	\$ 1,100.00		G		UI		1	
35	Standpipe Decomissioning Standpipe Decomissioning	1.00	LS	\$1,100.00	\$ 1,100.00	0%		0%		0%		0%
	Standpipe Decomissioning	1.00		\$1,100.00		0%		0%		0% \$		0%
35	Standpipe Decomissioning Standpipe Decomissioning	1.00	LS	\$1,100.00	\$ 1,100.00							

Contract Totals:	\$1,989,411.00	\$ 539,675.00	\$ 783,425.00	1\$	1,323,100.00	66.51%
Retainage (5%)	/	\$ 26,983.75	\$ 39,171.25	\$	66,155.00	-
Amount Due:		\$ 512,691.25	\$ 744,253.75	\$	1,256,945.00	
	\$	512,69	1,25)			

010-304-653409





October 5, 2015

Sue Nelson, PE Engineering Supervisor City of St. Helens 265 Strand Street St. Helens, OR 97051

e-mail: Suen@ci.st-helens.or.us Phone: 503.397.6272

#### Subject: Progress Payment Request #6 for September 2015

Dear Sue,

Please see the attached progress payment request for the month of September. During this month the following items were complete.

Navigate using Bookmarks or by clicking on an agenda item

Partial Bid Item 2: Traffic Control

Partial Bid Item 3: Erosion Control

Partial Bid Item 12: Trenchless Pipe Installation, 66 Inch Pipe Ram

Partial Bid Item 23: Outfall Structure, Columbia River

Partial Bid Item 33: Construction Staking and As-Built

The Progress Payment Invoice totals \$539,675.00, less 5% retainage of \$26,983.75, for an amount due of \$512,691.25.

Attached is a calculation sheet with the all of the bid items and details. Please feel free to contact me at (503) 623-5373 with any questions.

Regards,

Scott Thibert

**Project Manager** 

James W. Fowler Co.

## City of St. Helens Planning Commission Meeting August 11, 2015 Minutes

<u>Members Present</u> :	Al Petersen, Chair Dan Cary, Vice Chair Sheila Semling, Commissioner Audrey Webster, Commissioner Kathryn Lawrence, Commissioner
<u>Members Absent</u> :	Greg Cohen, Commissioner Russell Hubbard, Commissioner
Staff Present:	Jacob Graichen, City Planner Jennifer Dimsho, Assistant Planner & Planning Secretary
Councilors Present:	Ginny Carlson, City Council Liaison
<u>Others Present</u> :	Oscar Nelson Brenda Fielding Mandy Sill Jennifer Plahn Lauren Terry Carl Coffman

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

## **Consent Agenda**

#### **Approval of Minutes**

Commissioner Webster moved to approve the minutes of the July 14, 2015 Planning Commission meeting. Vice Chair Cary seconded the motion. Motion carried with all in favor. Chair Petersen did not vote as per operating rules.

## **Topics From The Floor**

There were no topics from the floor.

### **Deliberations Jennifer Plahn & Bing Theobald** Conditional Use Permit / CUP.3.15 365 S. Columbia River Hwy

Chair Petersen was not in attendance during the public hearing last meeting, but he read the minutes and listened to the audio recording of testimony. He does not have any ex-parte contact. No one in the audience objected to his ability to make a fair decision.

Graichen said no additional testimony was submitted while the record was left open. The record closed on July 28, 2015 at 5 p.m. and deliberations may commence.

The Commission feels the four conditions as presented in the staff report are sufficient.

### MOTION

Commissioner Semling moved to approve the Conditional Use Permit with conditions as written in the staff report. Commissioner Lawrence seconded. All in favor; none opposed; motion carries.

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

### **Public Hearing Jennifer Plahn & Bing Theobald** Conditional Use Permit / CUP.4.15 1809 Columbia Blvd.

It is now 7:07 p.m. and Chair Petersen opened the public hearing. There were no ex-parte contacts, conflicts of interest or bias in this matter.

Jacob Graichen entered the following items into the record:

Staff report packet dated August 4, 2015 with attachments 

Graichen discussed the recommended conditions of approval as presented in the staff report. He also noted that St. Helens business license law currently requires compliance with federal law. Marijuana is still an illegal substance per the federal controlled substance act. City Council is scheduled to discuss this issue at tomorrow night's meeting. If granted, the Conditional Use Permit is valid for a year and a half, with potential for a one year time extension. Graichen said this could potentially allow time for the business license issue to be worked out.

Vice Chair Cary asked if daycare facilities were included in the 1,000 foot buffer from schools. Graichen said if the daycare facility is licensed, yes.

#### **IN FAVOR**

Nelson, Oscar. Applicant Representative. Mr. Nelson has been running Sweet Relief in Astoria for over a year. The St. Helens location will be professionally run, similar to the highway location near Skinny's. The garbage will be locked, similar to the other location. Refuse will not contain cannabis. They comply with the

Planning Commission - 08/11/15

numerous mandatory state regulations imposed on marijuana dispensaries and are in constant communication with their state inspectors.

Chair Petersen asked about the southeastern internal door that leads to the adjacent building suite. Nelson said the state will require the door to be walled off or they will have to install security cameras inside their suite and in the adjacent suite. If the door is not a necessary exit, it will more than likely be walled off.

Vice Chair Cary asked from a market perspective, if this community could support two similar locations. Nelson said yes, the demographics support it. He said they will be able to develop a different atmosphere and character at each location over time, ultimately serving different niche markets.

#### IN OPPOSITION

No one spoke in opposition.

#### END OF ORAL TESTIMONY

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

### **CLOSE PUBLIC HEARING & RECORD**

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

#### DELIBERATIONS

Commissioner Webster asked about the second egress without stairs. Chair Petersen said the size of the suite is only 500 square feet with what looks like a suite of offices as the previous use. This means it likely only had an occupant load of five, which does not meet the threshold for requiring a second egress. They do have a second egress, but without the stairs, it is unsafe. Chair Petersen said he was unsure about the retail square footage threshold for requiring a second egress.

The Commission agrees if the applicant chooses to store the trash outside, there should be a condition that the refuse area be screened and large enough to accommodate all of the dumpsters for the building. Even though the proposal is only for one suite within the building, it is unlikely there would be an application for the entire building. To advance the goals of the Development Code, the Commission feels it is reasonable to require this applicant to enclose all dumpsters for the building.

The Commission decided to let the building official address whether or not stairs are needed out of the second egress.

#### MOTION

Vice Chair Cary moved to approve the conditional permit with an additional condition 2(c) to require a trash enclosure that is large enough to accommodate all occupants of the building. Commissioner Semling seconded. All in favor; none opposed; motion carries.

Commissioner Semling moved for Chair Petersen to sign the Findings and Conclusions once prepared. Commissioner Webster seconded. All in favor; none opposed; motion carries.

### **Public Hearing** RP Oregon, Inc. Conditional Use Permit / CUP.5.15 31 Cowlitz St.

It is now 7:43 p.m. and Chair Petersen opened the public hearing. There were no ex-parte contacts, conflicts of interest or bias in this matter.

Jacob Graichen entered the following items into the record:

• Staff report packet dated August 4, 2015 with attachments

Graichen discussed the recommended conditions of approval as noted in the staff report.

#### **IN FAVOR**

**Terry, Lauren. Applicant.** Terry discussed some of the security features at the proposed location. There will be alarms at the exit, entry, and back window. They will have 24/7 security monitors through at least eight cameras in the shop. They will be working with an experienced security system provider who has worked with many other medical marijuana dispensaries. Products will be stored in secure safes and commercial grade locks will be installed on every door. They will have ID verification on entry. The products will be leaving in opaque, child-safe containers. No processing or consumption of product will take place on or around the dispensary. They will get a sign permit for any future signs. Terry said they are aware of the close proximity to the park and will ensure a family-friendly business frontage. They will temper the glass to obscure the inside from the street. They have not determined their hours of operations yet, but they are flexible.

#### IN OPPOSITION

**Fielding, Brenda.** Fielding owns the building across the street from the Muckle Building. She thinks there is no way this business will be family friendly; it is a drug dealer. This development would counteract what the City is trying to accomplish with the Waterfront Redevelopment Project. Fielding said Columbia View Park is too close to this dispensary. Teenagers flood the park every summer and they will be able to easily have their 18-year old brother buy for them. Owning property on the waterfront, Fielding already feels like there is a parking issue, especially being a dead-end street. This business may be appropriate somewhere else, but it doesn't belong in Olde Towne, right on the waterfront. Fielding said we may not be able to keep marijuana businesses out St. Helens, but asked the Commission, do we really want to use our prime real estate for this purpose?

#### REBUTTAL

**Terry, Lauren, Applicant.** Terry is from Roseburg, a small town in Oregon. She was voted Future First Citizen of her community and Junior Miss 2009. Terry feels we are in a time when society is redefining and learning more about this plant. Many of the marijuana patients have conditions where they can replace upwards of ten expensive and harmful prescription drugs that give them negative side effects and make it difficult to comfortably live life. They are able to replace these prescriptions with a more affordable, 100% natural product. She worked as a bud-tender for a respected dispensary in Portland called Pure Green. Terry said she watched fellow employees participate in Run for the Cure, donate money to Mercy Corps, and contribute canned foods every winter. She can't say that every dispensary cares about the community, but Terry said she isn't a drug dealer. She said she doesn't know what that means. She has worked in a dispensary and worked as a medical provider, but to use such black and white terms like "drug dealer" is

harmful. Terry said our state voted for marijuana to be recreationally available to more than just medical patients, so eventually their clientele will expand to buyers who are over 21 (not 18, as was mentioned). Terry said it's important to remember we are living in a time where the majority of the population supports this.

### END OF ORAL TESTIMONY

There was a request to continue the hearing or leave the record open. Fielding requested that the record be kept open for an additional seven days. Any person who testified may submit additional written testimony, argument, or evidence by 5 p.m. on August 18, 2015. The applicant agreed to the record being held open. The applicant may respond to any testimony received by 5 p.m. on August 25, 2015.

The applicant waived the opportunity to submit final written argument after the close of the record. The record will close August 25, 2015 at 5 p.m. Deliberations on the matter will commence at the regularly scheduled meeting on September 8, 2015 at 7 p.m.

### **<u>Public Hearing</u>** City of St. Helens Text Amendments / ZA.2.15 Houlton Business District and Citywide

It is now 8:10 p.m. and Chair Petersen opened the public hearing. There were no ex-parte contacts, conflicts of interest or bias in this matter.

Jacob Graichen entered the following items into the record:

• Staff report packet dated August 4, 2015 with attachments

Graichen discussed the history of the Houlton Business District (HBD). During the building craze that preceded the Great Recession, there was concern that the HBD zone would be taken over by residential development demand. With some minor exceptions, the solution was to ban residential use on the first floor. Graichen noted several cases of homeowners trying unsuccessfully trying to sell their home and losing their grandfathered residential use after six months of discontinued use. The fear is that over time, this will contribute to blight in the HBD.

Graichen said the initial draft of the staff report recommended relaxing the HBD rule that was creating nonconforming residential properties after discontinued use for six months. This change would allow for the residential use to continue as a conforming use or be reinstated as a conforming use, regardless of the length of time the use has been discontinued. Graichen's alternative recommendation would be to use the mixed use zone's approach to residential uses as a model for the HBD zone. This recommendation would permit outright detached single-family dwellings, attached single-family dwellings, duplexes and dwellings above the first floor. It would conditionally allow multi-dwellings, dwellings on the same level as nonresidential use, and auxiliary dwelling units.

Graichen explained the purpose of the recreational vehicle text amendments. This change will allow for better code enforcement of units that are being living in more than 14 days in a calendar year by expanding the rule from only the front yard to anywhere on the property. Graichen also recommends adding the use of recreational vehicles for medical hardship, as allowed by Temporary Use Permit in St. Helens Municipal Code Chapter 17.116. Currently, St. Helens Municipal Code Section 17.116.060 (3)(a)(ii) only allows living in a

mobile or manufactured home for medical hardships through Temporary Use Permit.

#### IN FAVOR

There was no testimony in favor.

#### IN OPPOSITION

There was no testimony in opposition.

#### DELIBERATIONS

Chair Petersen thinks that not allowing residential on the first floor in the HBD is contributing to blight. Graichen said the residence by Dari Delish has been for sale for years and they have had buyer interest, but not as a commercial property, only as a residence. Further, lenders do not want to lend on a non-conforming residence because it is too risky. These cases contribute to blight. Graichen also noted some of the residential homes in the HBD zone are older. They may not be officially designated, but if they had a residential use that was permitted outright, they would contribute indirectly to historic preservation, instead of decaying because of non-use.

Chair Petersen thinks forcing houses that turn their water off for six months to convert to commercial is crazy. There are already existing vacant storefronts, so he asked why would a residence want to spend thousands to convert? Commissioner Lawrence agrees. She feels that mixed use zoning will put life back into neighborhoods.

The Commission prefers the mixed use alternative. At the next meeting, Graichen will present the new language for the HBD mixed use proposal and the medical hardship exception to the 14-day limit for living in a recreation vehicle with a valid Temporary Use Permit.

### **Planning Administrator Site Design Review**

- a. Site Design Review at Lots 6-9, 21-24, Block 31, Old Portland Road Outdoor Storage
- b. Site Design Review at SE corner of McNulty Way & Industrial Way Warehouse
- c. Site Design Review *Amended* at Lots 6-9, 21-24, Block 31, Old Portland Road Outdoor Storage

Vice Chair Cary clarified where exactly the development was occurring on at McNulty Way & Industrial Way. He delineated a wetland on the southern end of the property.

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

### **Planning Director Decisions**

a. Site Design Review (Minor) at 454 Milton Way – T-Mobile

There were no comments.

## **Planning Department Activity Reports**

There were no comments.

## For Your Information Items

High definition aerial footage of the Waterfront Redevelopment Project area was shown to the Commission from the WeAreStHelens YouTube channel.

There being no further business before the Planning Commission, the meeting was adjourned at 9:00 p.m.

Respectfully submitted,

Jennifer Dimsho Planning Secretary

		r -r reserr		Can-Ca	loonou		
Date	Petersen	Hubbard	Lawrence	Cohen	Cary	Semling	Webster
01/13/15	Р	Р	Р	Р	Р	Р	Р
02/10/15	Р	Р	Р	Р	Р	Р	Р
03/10/15	Р	Р	A	Р	Р	Р	Р
04/14/15	CAN	CAN	CAN	CAN	CAN	CAN	CAN
05/12/15	Р	Р	Р	Р	Р	Р	Р
06/09/15	Р	Р	Р	Р	Р	Р	Р
07/14/15	A	Р	Р	Р	Р	Р	Р
08/11/15	Р	A	Р	A	Р	Р	Р
09/08/15							
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#### 2015 Planning Commission Attendance Record P=Present A=Absent Can=Cancelled

# City of 多t. 狗elens Planning Commission Meeting September 8, 2015 Minutes

<u>Members Present</u> :	Al Petersen, Chair Greg Cohen, Commissioner Audrey Webster, Commissioner Russell Hubbard, Commissioner
<u>Members Absent</u> :	Sheila Semling, Commissioner Kathryn Lawrence, Commissioner Dan Cary, Vice Chair
Staff Present:	Jacob Graichen, City Planner Jennifer Dimsho, Assistant Planner & Planning Secretary
Councilors Present:	Ginny Carlson, City Council Liaison
Others Present:	Lauren Terry Carl Coffman

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

## **Consent Agenda**

#### Approval of Minutes

There were not enough Commissioners present at the August 11, 2015 Planning Commission meeting to vote on approval.

### **Topics From The Floor**

Chair Peterson discussed the upcoming event at the St. Helens Public Library. They are hosting an Oregon Humanities Conversation Project called "A City's Center" on September 10 at 7:00 p.m.

He also discussed the upcoming Arts & Cultural Commission public hearing on September 22 at 5:30 p.m. for phase two of the Gateway Sculpture Project.

### **Deliberations** RP Oregon, Inc. Conditional Use Permit / CUP.5.15 31 Cowlitz St.

Commissioner Cohen was not in attendance during the public hearing last meeting, but he read the minutes and listened to the audio recording of public hearing testimony. He does not have any ex-parte contact, conflict of interest, or bias in this matter. No one in the audience objected to his ability to make a fair decision.

Commissioner Hubbard was also not in attendance last meeting, so he recused himself from voting.

Graichen discussed the additional testimony and rebuttal which were submitted to the record and included in the packet. The record closed on August 25, 2015 at 5 p.m. and deliberations may commence.

Chair Petersen asked Graichen to clarify the City Council's decision regarding marijuana retail buffers. Graichen clarified that the 200 foot buffer from parks and residential areas was removed. The 1,000 foot buffer from schools remained and an additional 2,000 foot buffer between dispensaries and retailers was added.

Commissioner Cohen asked if the Commission could consider additional conditions. Graichen went over the potential conditions the Commission could include, as described in the staff report on page five. He noted that for the previous marijuana-related conditional use permits, the only additional condition the Commission included was regarding the trash enclosure.

Commissioner Cohen has a problem with the proximity to Columbia View Park. He admits he did not read the City Council minutes to find out why they eliminated the parks buffer, but he doesn't feel this type of use should be so close to a heavily utilized recreation area where children congregate. Chair Petersen agreed and recalled that this location was just barely outside of the original 200 foot parks buffer. He also noted that the park could potentially expand onto the new waterfront property, which would make the location clearly within the old buffer. Chair Petersen thought it was unfortunate that City Council did not adopt the parks buffer, but the Commission's task is to comply with the regulations City Council decides.

Councilor Carlson clarified that City Council was afraid that the residential and park buffers were too prohibitive. In order to address the concerns about a heavily saturated market, they implemented the 2,000 foot buffer between dispensaries and retailers. Commissioner Cohen still feels this use doesn't belong near where children congregate in parks. Councilor Carlson said just like the regulations imposed on alcohol, someone cannot buy marijuana and go to the park to publicly smoke it. City Council also passed a smoke-free parks ordinance that includes tobacco and marijuana products. Graichen suggested that there may be conditions the Commission could consider that would minimize the impact to the park.

Chair Petersen feels the conditional use application conforms to the rules given to the Commission by the City Council and the Development Code. However, he thinks the Commission should make a recommendation to City Council to reconsider a parks buffer. Commissioner Webster agrees.

### MOTION

Commissioner Webster moved to approve the conditional use permit with the conditions as presented. Commissioner Cohen seconded. Commissioner Hubbard abstained. Commissioner Webster voted in favor; Commissioner Cohen opposed; motion ties. Chair Petersen voted in favor; motion carries.

[Secretary Note: After the meeting, it was determined that the motion could not pass due to majority vote rules (i.e. there was a lack of majority vote). To rectify this error, deliberations will be continued at the October 13, 2015 meeting as an Amended Decision.]

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

### **Deliberations** City of St. Helens Text Amendments / ZA.2.15 Houlton Business District and City-wide

Graichen discussed the revised text amendments as presented in the memo. The text amendments use the Mixed Use (MU) zone's approach to residential uses as a model for the Houlton Business District (HBD) zone. This proposal would permit outright detached single-family dwellings, attached single-family dwellings, duplexes and dwellings above the first floor in the HBD zone, and conditionally allow multi-dwellings, dwellings on the same level as non-residential use, and auxiliary dwelling units.

Commissioner Webster asked what the difference was between residential facility and residential home on pages one and two. Graichen said residential facilities and residential homes are licensed treatment facilities registered by the Department of Human Services. The difference between the two relates to the number of people being cared for.

Chair Petersen asked the Commission if they feel that the commercial properties in the HBD zone need to be protected from single-family residential development. Commissioner Cohen doesn't fear losing commercial properties to single-family residential development. He supports the mixed-use model because he feels it will only help expand property owners' ability to use their property.

Commissioner Hubbard agrees. He said any way to make it easier to build mixed-use structures that contain both commercial and residential is good for developers.

### MOTIONA

Commissioner Webster moved to recommend that the City Council adopt the HBD text amendments as presented by staff. Commissioner Hubbard seconded. All in favor; none opposed; motion carries.

Graichen discussed the city-wide text amendments related to recreational vehicle (RV) parking as presented in the memo. The first portion of the amendment will eliminate a loophole that code enforcement staff requested. The second portion of the amendment will add an option to apply for a Temporary Use Permit to allow temporary residence in an RV with proper documentation from their primary care physician for medical hardship. Currently the St. Helens Municipal Code Section 17.116.060 (3)(a)(ii) only allows living in a mobile or manufactured home for medical hardship through a Temporary Use Permit. He has never had a request from residents to live in a mobile or manufactured home because of a medical hardship, but over the years, he has received multiple requests for RVs. Commissioner Cohen asked how long the Temporary Use Permit would be valid. Graichen said one year with an option for a renewal provided adequate documentation from a doctor. Commissioner Cohen asked if there was a limitation to the size of the RV. Graichen said not explicitly, but the performance standards of the Temporary Use Permit require adequate, safe ingress and egress and that no hazards are posed to pedestrians.

Councilor Carlson asked if the Temporary Use Permit would specify how many people could live in the RV. She knows of three properties off-hand with RVs parked and people living in them. She's concerned with situations where an RV would allow upwards of twelve people (a full family inside the house and in the RV) to live on one lot. Graichen said the Temporary Use Permit, as written, would not limit the number of people.

Commissioner Cohen said there is already a proliferation of RVs parked on small lots where they barely fit on the driveway or in the side-yard, especially on the west side of St. Helens. He is also concerned with the plumbing and cooking facilities.

Graichen said the proposal is in two parts: 1) stiffening the regulations on RV parking as requested by law enforcement and 2) the medical hardship Temporary Use Permit. Commissioner Cohen would like to divide their recommendation into two sections in order to better research the potential outcomes of allowing temporary lodging in RVs for medical hardship.

Chair Petersen noted that section 2(a) in Chapter 17.116.060 "Temporary Use - Unforeseen/emergency situations" already includes a mobile home or other temporary structure for residential use. To him, it seems like the text change is just clarifying what temporary structures are being allowed. Commissioner Cohen said people are already using RVs as homes. He would like to take more time to look at the issue of temporary use of RVs as residences on private property, but he has no problem with approving the changes to Chapter 17.80 Off-Street Parking and Loading Requirements as law enforcement requested.

### **MOTION**<sub>B</sub>

Commissioner Cohen moved to recommend that City Council adopt the text amendments to Chapter 17.80 Off-Street Parking and Loading Requirements as presented. Commissioner Webster seconded. All in favor; none opposed; motion carries.

## **CLG Historic Preservation Grant Application Review and Scoring**

Chair Petersen was asked to describe the scoring criteria developed for the CLG Historic Preservation Grants. He was on the Historic Landmarks Commission when this criterion was developed. Chair Petersen has a conflict of interest, so he abstained from further discussion.

Commissioner Cohen suggested we wait for a quorum to score the applicants. Rather than delay the grant timeline, the Commission decided that scoring the applications at home and returning the scores to Assistant Planner Dimsho would be a more timely solution than waiting until the next meeting. Dimsho will email the Commission with instructions and a deadline for returning scores.

## Planning Administrator Site Design Review

a. Site Design Review at 58144 Old Portland Rd. - Vacant building renovations

Commissioner Cohen moved to approve the acceptance agenda. Commissioner Webster seconded. All in favor; none opposed; motion carries.

**Planning Director Decisions** 

- a. Sign Permit (Banner) at 2100 Block of Columbia Blvd Community Action Team c/o St. Helens Head Start
- b. Accessory Structure at 58967 Glacier Ave. New 198 sq. ft. shed
- c. Sign Permit (Wall) at 155 S. Columbia River Hwy (Ace Hardware) Clark Signs
- d. Sign Permit (Wall) at 371 Columbia Blvd. (Kozy Korner) Clark Signs

There were no comments.

### **Planning Department Activity Reports**

There were no comments.

### For Your Information Items

Chair Petersen requested that the Commission recommend that City Council use dollars to conduct a wayfinding signage plan. As an example, he discussed the signage plan from Silverton, Oregon.

Commissioner Cohen moved to recommended that City Council develop a St. Helens wayfinding signage plan. Commissioner Webster seconded. All in favor; none opposed; motion carries.

There being no further business before the Planning Commission, the meeting was adjourned at 8:41 p.m.

Respectfully submitted,

Jennifer Dimsho Planning Secretary

		P=Present	t A=Absent	Can=Ca	licelled		
Date	Petersen	Hubbard	Lawrence	Cohen	Cary	Semling	Webster
01/13/15	Р	Р	Р	Р	Р	Р	Р
02/10/15	Р	Р	Р	Р	Р	Р	Р
03/10/15	Р	Р	A	Р	Р	Р	Р
04/14/15	CAN	CAN	CAN	CAN	CAN	CAN	CAN
05/12/15	Р	Р	Р	Р	Р	Р	Р
06/09/15	Р	Р	Р	Р	Р	Р	Р
07/14/15	А	Р	Р	Р	Р	Р	Р
08/11/15	Р	A	Р	A	Р	Р	Р
09/08/15	Р	Р	А	Р	A	A	Р
10/13/15							
11/10/15							
12/08/15							

#### 2015 Planning Commission Attendance Record P=Present A=Absent Can=Cancelled

# Accounts Payable

## To Be Paid Proof List

jenniferj User: 10/06/2015 - 2:09PM Printed: Batch:

00005.10.2015 - 10/06 FY 15-16





Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
CARLSON, VIRGINIA 390 N. 5TH ST. APT.A ST. HELENS, OR 97051 CARLS.VI SEPT 2015 001-100-490000 Profess	10/6/2015 ional development	234.00	0.00	10/06/2015 LOC CONF BEND	EXPENSE			False	0
	SEPT 2015 Total: CARLSON, VIRGINIA To	234.00							
E2C CORPORATION 2316 NE MINNEHAHA VANCOUVER, WA 9866 E2C 3745 008-008-451000 Media	9/8/2015	350.00	0.00		AGEMENT COL. CO EVENTS TRAVE			False	0
3762 008-008-451000 Media	3745 Total: 9/30/2015 Expense	350.00 350.00	0.00	10/06/2015 MONTHLY MAN	IAGEMENT COL. CO EVENTS TRAVE			False	0
OCT 2015 008-008-558104 Event	3762 Total: 10/6/2015 s OCT 2015 Total:	350.00 1,000.00 1,000.00	0.00		HALLOWEEN EVENT 11/10/15			False	0

AP-To Be Paid Proof List (10/06/2015 - 2:09 PM)

Page 1

Navigate using Bool	kmarks or by click	king on an agenda item.
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Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Tyj Rei	pe eference	PO #	Close PO	Line #
	E2C CORPORATION Tota	1,700.00								
	Report Total:	1,934.00	Mh							

# Accounts Payable

### To Be Paid Proof List

 User:
 jenniferj

 Printed:
 10/09/2015 - 11:00AM

 Batch:
 00007.10.2015 - 10/9 FY 15-16 (2)



Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
PHILBRICK, LINDA P O BOX 304 FOSSIL, OR 97830 PHILBR.L 0002586 001-000-204000 Bail Depo	10/8/2015 ssit	2,780.00	0.00	10/09/2015 BAIL BOND REFUND ORIG REC 47585 FOR 3750.00			False	0
0	002586 Total:	2,780.00						
Р	HILBRICK, LINDA Tota	2,780.00						
ST. HELENS MARINA P O BOX 1054 ST. HELENS, OR, 97051 029000 007344 001-005-509000 Marine bo	9/6/2015 ard expense	11.06	0.00	10/09/2015 GAS			False	0
00	07344 Total:	11.06						
007351 001-005-509000 Marine bo	9/6/2015 ard expense	20.14	0.00	10/09/2015 GAS			False	0
00	07351 Total:	20.14						
007354 001-005-509000 Marine bo	9/6/2015 ard expense	8.30	0.00	10/09/2015 GAS			False	0
00	07354 Total:	8.30						
007384	7/29/2015	12.64	0.00	10/09/2015			False	0

AP-To Be Paid Proof List (10/09/2015 - 11:00 AM)

Page 1

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
001-005-509000 Marine	e board expense			GAS					
	007384 Total:	12.64							
007436 001-005-509000 Marine	9/6/2015 e board expense	15.33	0.00	10/09/2015 GAS				False	0
	007436 Total:	15.33							
	ST. HELENS MARINA To	67.47							
SUNSET AUTO PARTS, NAPA AUTO PARTS P.O. BOX 669 SCAPPOOSE,, OR 97056 020815									
511735 015-015-501000 Operati	9/25/2015 ing Materials & Supp	21.98	0.00	10/09/2015 AUTO PARTS				False	0
	511735 Total:	21.98							
932-10271 013-403-501000 Operati	9/17/2015 ing materials/supplies	17.78	0.00	10/09/2015 AUTO PARTS				False	0
	932-10271 Total:	17.78							
	SUNSET AUTO PARTS, I	39.76							
	Report Total:	2,887.23	p	•					

# Accounts Payable

### To Be Paid Proof List

 User:
 jenniferj

 Printed:
 10/09/2015 - 2:11PM

 Batch:
 00009.10.2015 - 10/9 FY 15-16 (3)



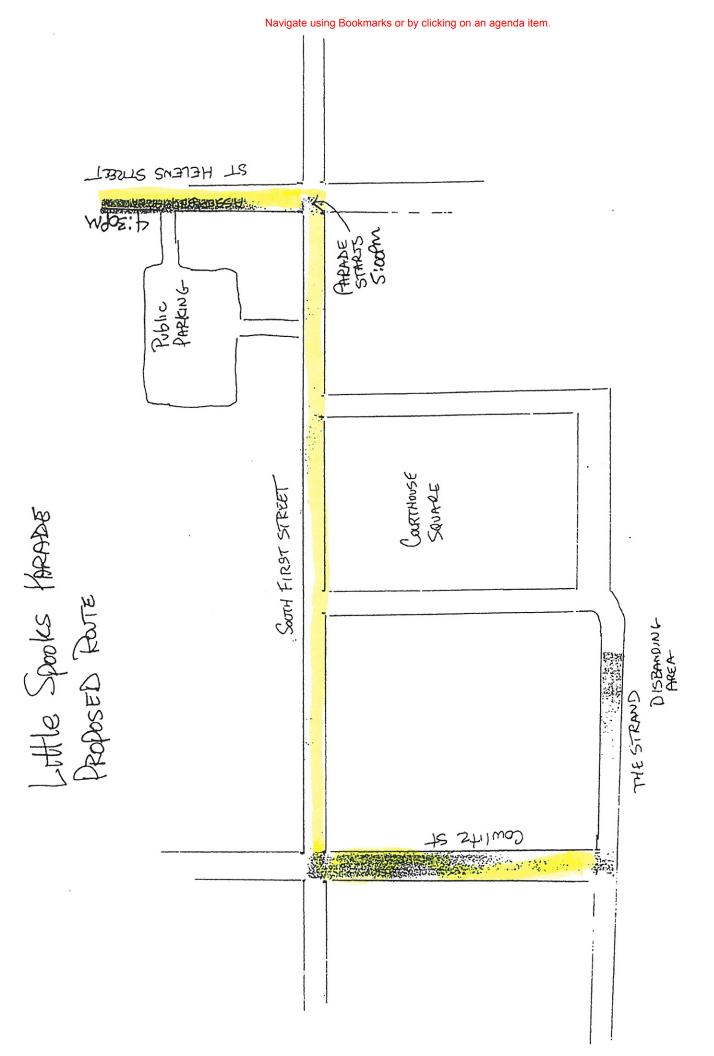
Invoice Number	Invoice Date	Amount	Quantity	<b>Payment Date</b>	Task Label	Туре	PO #	Close PO	Line #
Account Number				Description		Reference			
CITY OF PORTLAND, E 025639 20151015-3 001-002-490000 Police	7/27/2015	180.00	0.00	10/09/2015 CRISIS SEMINAR	ANTHONLY MILTICH, JOSE CASTII			False	0
	20151015-3 Total:	180.00							
	CITY OF PORTLAND, BU	180.00							
	Report Total:	180.00	1/k						

## 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	St Helens Stree	t					
Beginning Point	IST Street	Ending Point	3RD Street				
Start Date	10/31/15	End Date	10/31/15				
Time to Begin Closure	4pm	Time to Reopen	lann				
Purpose of Closure		ks Parade	ωp				
Street Closure #2							
Street Name	15I street						
Beginning Point	st. Helens st.	Ending Point	cowlitz st.				
Start Date	10/31/15	End Date	10/31/15				
Time to Begin Closure	HIYSpm	Time to Reopen	6pm				
Purpose of Closure	Lil'Spoo	ks Parade	,				
Street Closure #3							
Street Name	Cowlitz St						
Beginning Point	15 street	Ending Point	strand Street				
Start Date	10/31/15	End Date	10/31/15				
Time to Begin Closure	4:45 pm	Time to Reopen	брт				
Purpose of Closure	Lil' Spool	ks Parade	'				
Fire District							
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 Print Name DON & Mailing Address PO Box 1	atterson	Date Signed _         Phone         City, State, Zip _	503-397-0116				
Petitioner Signature							
Print Name		Phone					
Mailing Address City, State, Zip							
FOR OFFICIAL USE ONLY							
	FOR OFFI	CIAL USE ONLY					
Date Rec'd 10/8 Rec'd by H			ved  Denied Meeting date				
Date Rec'd 19/8 Rec'd by H Attested	D Date sent to CC 19/21						



Á

City of St. Helens, P.O. Box 278 + 265 Strand Street + St. Helens, OR 97051 + Phone (503)397-6272 + Fax (503)397-4016

## **CITY STREET CLOSURE CONSENT FORM**

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

Applicant	Dow Patterson	Phone		
	LII Spooks Parade	_ Date(s) of EventO31Ti	me(s)	4:30PM
Street(s) to be o	closed for event_ <u>St Helens</u>	St, 15- Street, Coulitz &	L	

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 2CS	Business name The Sonngg & Chest
I/We consent to street closure	We consent to street closure
□ I/We DO NOT consent to street closure	□ I/We DO NOT consent to street closure
Signature Nym Carves	Signature _ Sus an technorthe
Printed name GYNN CARVER	Printed name SUSAN KIKUHAMU
Date signed 9-25-15	Date signed 7.25.2015
Business name Artifacts	Business name SCAM dalous Maire Design
Y I/We consent to street closure	I/We consent to street closure
I/We DO NOT consent to street closure	I/We DQ NOT consent to street closure
Signature Claim AMM for	Signature Calhy Muller
Printed name Patricia Forbeo	Printed name the Miller
Date signed <u>9-25-15</u>	Date signed 9-25-2015
Business name The Wood land Cottage	Business name Ben & Pronton
☑ I/We consent to street closure	I/We consent to street closure
I/We DO NOT consent to street closure	I/We DO NOT consent to street closure
Signature	Signature
Printed name Courtney AUISON	Printed name Andrew BBS
Date signed <u>9 - 25 - 75</u>	Date signed
Business name BEbbie's Cutst	Business name Fritz's Clocks/Bijon Stoppe
🕱 I/We consent to street closure	$\checkmark$ I/We consent to street closure
□ I/We DO NOT consent to street closure	□ I/We DO NOT consent to street closure
Signature Del louster	Signature two hyperturbas
Printed name Bobbie (rousser	Printed name Bes. Finlay
Date signed	Date signed <u> </u>

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

City of St. Helens, P.O. Box 278 + 265 Strand Street + St. Helens, OR 97051 + Phone (503)397-6272 + Fax (503)397-4016

## **CITY STREET CLOSURE CONSENT FORM**

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

Applicant	Phone	
Name of Event	Date(s) of Event	_ Time(s)
Street(s) to be closed for event		

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:

1

Bysiness name GOOD THINGS FATERY	Business name TNT3 & Santh
I/We consent to street closure	-EX I/We consent to street closure
I/We DO NOT consent to street closure	□ I/We DO NØT consent to street closure
Signature	Signature
Printed name Christina Patanjo	Printed name TREADE Lock
Date signed 09 25 15	Date signed
Business name Klondille	Business name Columbia Theator
I/We consent to street closure	I/We consent to street closure
□ I/We DO NOT consent to street closure	□ I/We DO NOT consent to street closure
Signature V. C. P. A. P. C. S. Signature	Signature for the former
Printed name V Bary Hott	Printed name Jessica affley
Date signed 905115	Date signed Sept 35, 2015
Business name (Community Access Services	Business name Cross Fit St Helens
I/We consent to street closure	I/We consent to street closure
I/We DO NOT consent to street closure	I/We DØ NØT consent to street closure
Signature June June	Signature the Marth
Printed name Brand: Saba	Printed name Callen Mathews
Date signed <u>9/75/15</u>	Date signed5
Business name Country Title	Business name
I/We consent to street closure	I/We consent to street closure
□ I/We DO NOT consent to street closure	□ I/We DO NOT consent to street closure
Signature Curdi Cano	Signature
Printed name Civili Caruso	Printed name
Date signed 9/25/15	Date signed

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

								COUNMED-01		DWICK
A		ER	TIF	ICATE OF LIA	BILI	TY INS	URANC	E		(MM/DD/YYYY) /28/2015
E F	THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF II REPRESENTATIVE OR PRODUCER,	TIVE ISUR	ANCE	R NEGATIVELY AMEND, E DOES NOT CONSTITU ERTIFICATE HOLDER.	, EXTE	ND OR ALT	ER THE CO	DVERAGE AFFORDED THE ISSUING INSURER	BY TH (S), Al	IE POLICIES JTHORIZED
t	MPORTANT: If the certificate hole he terms and conditions of the poli pertificate holder in lieu of such endo	cy, ce	rtain	policies may require an e	e polic ndors	<mark>y(ies) must t</mark> ement. A sta	e endorsed. tement on th	If SUBROGATION IS W his certificate does not c	AIVED onfer	, subject to rights to the
1	DDUCER				CONTA NAME:	CT Dedra W		FAX		
111	Elliott Insurance Center				A/C, N	<sub>o, Ext):</sub> (308) 6 ss: jgeco@j	35-2023		(308)	632-7359
Sco	ottsbluff, NE 69361				ADDRE					NAIC #
					INSURI			rance Company		19682
INS	URED							Insurance Company		29424
	Country Media Inc.				INSURE	R C : HARTF	ORD INSU	RANCE COMPANY		00914
	P O Box 444				INSURE	RD:				
	Tillamook, OR 97141				INSURE			<		
		DTIC	CAT	E NUMBER:	INSURE	RF:		REVISION NUMBER:		
T II C	VVERAGES CE HIS IS TO CERTIFY THAT THE POLIC NDICATED. NOTWITHSTANDING ANY ERTIFICATE MAY BE ISSUED OR MA XCLUSIONS AND CONDITIONS OF SUC	IES C REQU Y PEF	OF INS	SURANCE LISTED BELOW ENT, TERM OR CONDITIO , THE INSURANCE AFFOR	N OF A	NY CONTRA	CT OR OTHER	RED NAMED ABOVE FOR T R DOCUMENT WITH RESPE ED HEREIN IS SUBJECT 1	ECT TO	WHICH THIS
INSR	TYPE OF INSURANCE	ADD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	X	1	91UUNKI3397		07/01/2015	07/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	300,000
	X Automatic Al	-						MED EXP (Any one person)	\$	10,000
	X w/signed contract	-						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000	
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ \$	2,000,000
<u> </u>	OTHER:		-					COMBINED SINGLE LIMIT	\$	1,000,000
A	X ANY AUTO			91UUNKI3397		07/01/2015	07/01/2016	(Ea accident) BODILY INJURY (Per person)	\$	
	ALLOWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$ \$	
	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	2,000,000
в	EXCESS LIAB CLAIMS-MAD			91XHUZR7756	07/01/20		07/01/2016	AGGREGATE	\$	2,000,000
	DED X RETENTION \$ 10,00	0							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0414/51 10794		07/04/2045	07/04/2046	PER STATUTE X OTH- ER		500,000
С	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	] N / A		91WEIJ6731		07/01/2015	07/01/2010	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$	500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		500,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHI Chronicle's Lil Spooks parade	CLES (	ACORD	) 101, Additional Remarks Schedu	le, may b	e attached if mor	e space is requir	ed)		
CE	RTIFICATE HOLDER				CANC	ELLATION				
	City of St. Helens PO Box 278 Saint Helens, OR 97051				THE	EXPIRATION	DATE TH	ESCRIBED POLICIES BE C/ EREOF, NOTICE WILL E Y PROVISIONS.		
					AUTHOR John /	rized represei Muuy	NTATIVE			

ACORD 25 (2014/01)

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City of St. Helens
275 Strand Street
P.O. Box 278
St. Helens, OR 97051
(503) 397-6272

### City of St. Helens

No fee

## MARIJUANA BUSINESS

LICENSE APPLICATION

Ordinance No. 3196

# Please read the attached St. Helens Municipal Code Chapter 5.30, complete this application and return to City Hall at least 30 days prior to the date the license is requested to be effective.

Name of business:	Business Phone:
Business DBA:	
Applicant (All owners/operators must provide inf	<u>formation)</u>
Name:	Home Phone:
Home Address:	City, State:
Date of Birth: Driver's L	ic. State/No.:
Business	
Principal business address:	
OLCC or OHA License No.: L Please attach a copy of your valid OLCC or OHA license.	
Do you have a valid City of St. Helens Business License? If yes, Business License No Secretar	
Have you entered into a City Community Impact Agreen	nent? 🗖 Yes 🗖 No
Is your business a: Corporation Partnership If the business is a corporation, partnership, or associat and driver's license state/number of each officer, partne	ion, please list the name, address, date of birth,
Name:	Date of Birth:
Address:	Driver's License No.:
	Driver's License Issuing State:
Title:	
*Additional space provided on back.	
Provide a detailed description of the type, nature, and e	extent of the proposed business operations:

Provide a detailed description of the proposed accounting and inventory systems for the business:

Additional	Space:
------------	--------

I hereby certify under penalty of perjury and false swearing that the information I have provided is true and correct.

Applicant Signature

Date Signed

### FOR OFFICE USE ONLY

Date Received:	Received by:
Date Forwarded to Police Dept.:	PD Sign & Date:
Date Forwarded to City Administrator:	City Administrator Approval:
	Date of Final Approval:

### **COMMUNITY IMPACT AGREEMENT**

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

### RECITALS

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

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

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

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

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

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

State of Oregon and any political subdivision thereof, or the manager, lessee, agent, servant, officer or employee of any of them.

- e. "Purchase or Sale" means the acquisition or furnishing for consideration by any person of marijuana or marijuana-infused products within the City.
- f. "Retail sale" means the transfer of goods or services in exchange for any valuable consideration.
- 3. CITY FINDINGS. The City hereby finds that the operation of the Marijuana Related Business in the City will contribute to the economic development of the City, but may also increase the demand on City services resulting from the use of marijuana, specifically on public safety and public health. The City therefore intends, by this Agreement, to increase support to public safety, enforcement, and health related programs in the City and broader community which are impacted by increased marijuana usage.
- TERM. The term of this Agreement shall commence upon the approval of this Agreement by the City Council and execution by the Mayor and shall continue for five (5) years unless (i) sooner terminated as provided in this Agreement or (ii) extended as mutually agreed upon, in writing, by the Parties.
- 5. COMMUNITY IMPACT PAYMENTS. The Marijuana Related Business recognizes and acknowledges that the City may experience direct and indirect impacts resulting from the use of marijuana, specifically on public safety and public health. In order to mitigate those impacts, Marijuana Related Business shall make quarterly Community Impact Payments to City in the amount described in Section 6 of this Agreement. City shall appropriate funds from the Community Impact Payments to public safety and marijuana related programs in the City.
- 6. AMOUNT OF COMMUNITY IMPACT PAYMENTS.
  - a. Marijuana Related Business shall pay to the City fifteen percent (15%) of the gross sale amount paid to the Marijuana Related Business of marijuana and marijuana-infused products.
  - b. The following deductions shall be allowed against sales received by the Marijuana Related Business providing marijuana or marijuana-infused products:
    - i. Refunds of sales actually returned to any purchaser.
    - ii. Any adjustments in sales which amount to a refund to a purchaser, providing such adjustment pertains to the actual sale of marijuana or marijuana-infused products and does not include any adjustments for other services furnished by Marijuana Related Business.

#### 7. METHOD AND TIMING OF PAYMENTS.

- a. Marijuana Related Business shall, on or before the last day of the month following the end of each calendar quarter (in the months of April, July, October and January) make a return to the Administrator, on forms provided by the City, specifying the total sales pursuant to this Agreement and the amount of the Community Impact Payment.
- b. Marijuana Related Business shall be entitled to retain one percent (1%) of the amount due to defray the costs of bookkeeping and remittance.
- c. Marijuana Related Business must keep and preserve in an accounting format established by the Administrator records of all sales and such other books or accounts as may be required by the Administrator. All such books, invoices and other records shall be retained for a period of three (3) years. The Administrator shall have the right to inspect all such records at all reasonable times.

#### 8. REFUNDS.

- a. Whenever the amount of the Community Impact Payment has been overpaid or paid more than once, or has been erroneously collected or received by the City, it may be refunded as provided in subsection b. of this section, provided a claim in writing, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the Administrator within one year of the date of payment. The claim shall be on forms furnished by the Administrator.
- b. The Administrator shall have twenty (20) calendar days from the date of receipt of a claim to review the claim and make a determination in writing as to the validity of the claim. The Administrator shall notify the Marijuana Related Business in writing of the Administrator's determination. Such notice shall be mailed to the address provided on the claim form. In the event a claim is determined by the Administrator to be a valid claim, Marijuana Related Business may claim a refund, or take as credit against future Community Impact Payments in the amount overpaid, paid more than once, or erroneously collected or received. Marijuana Related Business shall notify Administrator of its choice no later than fifteen (15) days following the date Administrator mailed the determination. In the event Marijuana Related Business has not notified the Administrator of its choice within the fifteen (15) day period and Marijuana Related Business is still in business, a credit will be granted against the Community Impact Payment for the next quarter. If the Marijuana Related Business is no longer in business, a refund check will be mailed to the address provided in the claim form. Any credit for erroneous overpayment taken on a subsequent Community Impact Payment for refund of an amount erroneously overpaid by Marijuana Related Business must be so taken or filed within three (3) years after the date on which the overpayment was made to the City.

- c. No refund shall be paid under the provisions of this section unless the Marijuana Related Business established the right by written records showing entitlement to such refund and the Administrator acknowledged the validity of the claim.
- 9. TERMINATION. This Agreement shall be terminated:
  - a. At any time upon mutual agreement of the Parties.
  - b. If Marijuana Related Business breaches this Agreement and fails to cure the breach within thirty (30) calendar days' notice from the City. Termination shall be effective immediately following the time to cure.
  - c. Pursuant to SHMC 5.30.035, should federal or state statutes, regulations, or guidelines be modified, changed, or interpreted in such a way by state or federal law enforcement officials so as to prohibit legal operation of a Marijuana Related Business.
  - d. If the City revokes the Marijuana Related Business License, pursuant to SHMC 5.30.035(2).
- 10. CONFIDENTIALITY. Except as otherwise required by law, it shall be unlawful for the City, any officer, employee or agent to divulge, release or make known in any manner any financial information submitted or disclosed to the City under the terms of this Agreement. Nothing in this section shall prohibit:
  - a. The disclosure of the names and addresses of any person who is operating Marijuana Related Business; or
  - b. The disclosure of general statistics in a form which would not reveal Marijuana Related Business' financial information; or
  - c. The disclosure of information when such disclosure of conditionally exempt information is ordered under public records law procedures.

11. AUDIT OF BOOKS, RECORDS, OR PERSONS.

- a. The City, for the purpose of determining the correctness of the Community Impact Payment, may examine or may cause to be examined by an agent or representative designated by the City for that purpose, any books, papers, records, or memoranda, including copies of Marijuana Related Business' state and federal income tax return. All books, invoices, accounts and other records shall be made available within the city limits and be open at any time during regular business hours for examination by the Administrator or an authorized agent of the Administrator.
- b. If the examinations or investigations disclose that any reports of Marijuana Related Business filed with the Administrator pursuant to the requirements herein have shown incorrectly the amount of the Community Impact Payment

accruing, the Administrator may make such changes in subsequent reports and payments, or make such refunds, as may be necessary to correct the errors disclosed by its examinations or investigations.

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

[Signature Page to Follow]

### CITY:

### MARIJUANA RELATED BUSINESS:

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

By:	By:
Name:	Name:
Its: City Administrator	Its:
Date:	Date:

APPROVED AS TO FORM:

By: \_\_\_\_\_\_City Attorney

# Accounts Payable

### To Be Paid Proof List

 User:
 jenniferj

 Printed:
 10/05/2015 - 3:05PM

 Batch:
 00002.10.2015 - 10/05 FY 15-16





Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Туре	PO #	Close PO	Line #
Account Number				Description		Reference			
ANDERSON, TARA LYN 705 JAMES STREET COLUMBIA CITY, OR 9 ANDER.TA 0002558 001-000-237000 Restitu	8/5/2015	37.50	0.00		BURSEMENT ELIZABETH VIC	N FT		False	0
001-000-257000 Resiliu				KESTITUTION DIS					
2582 001-000-237000 Restitu	0002558 Total: 10/1/2015 tion	37.50 17.50	0.00	10/05/2015 RESTITUTION DIS	BURSEMENT ELIZABETH SN	IDER		False	0
	2582 Total:	17.50							
	ANDERSON, TARA LYNN	55.00							
BAILEY, RICH 2420 GABLE ROAD ST. HELENS, OR 97051 BAILEYR 2563 001-000-237000 Restitu	10/1/2015 tion	50.00	0.00	10/05/2015 RESTITUTION DIS	SBURSEMENT CATHERINE A L	ANT		False	0
	2563 Total:	50.00							
	BAILEY, RICH Total:	50.00							
CARTER, JEFFREY 181 N. VERNONIA ROA	٨D								

AP-To Be Paid Proof List (10/05/2015 - 3:05 PM)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
ST. HELENS, OR 97051 CARTER.J 2551 001-000-237000 Restitutio	8/5/2015 on	404.75	0.00	10/05/2015 RESTITUTION DISBURSEMENT RONALD S CARPEN			False	0
	2551 Total:	404.75						
	- CARTER, JEFFREY Total	404.75						
COLUMBIA CO. SHERIF COLUMBIA COUNTY CO 901 PORT AVE. ST. HELENS,, OR 97051 007600 2580 001-000-237000 Restitution	OURTHOUS 10/1/2015	12.50	0.00	10/05/2015 RESTITUTION DISBURSEMENT RANDALL MOWATT			False	0
	- COLUMBIA CO. SHERIF	12.50						
COLUMBIA CO. TREASU 230 STRAND STREET COLUMBIA COUNTY CO ST. HELENS,, OR 97051 007701								
JULY 2015	10/4/2015	164.00	0.00	10/05/2015			False	0
001-000-236000 County a JULY 2015	assessments 10/4/2015	353.00	0.00	JAIL ASSESSMENT 10/05/2015			False	0
001-000-235000 State Ass JULY 2015	sessments 10/4/2015	-51.70	0.00	COUNTY ASSESSMENT 10/05/2015			False	0
001-000-341000 Fines JULY 2015	10/4/2015	10.00	0.00	CITY COURT COSTS 10/05/2015			False	0
001-000-236000 County a JULY 2015	10/4/2015	337.00	0.00	JAIL ASSESSMENT 10/05/2015			False	0
001-000-235000 State Ass JULY 2015 001-000-341000 Fines	sessments 10/4/2015	-34.70	0.00	COUNTY ASSESSMENT 10/05/2015 CITY COURT COSTS			False	0

AP-To Be Paid Proof List (10/05/2015 - 3:05 PM)

Page 2

Invoice Number		Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number					Description	Reference			
		-							
J	ULY 2015 Tota	1:	777.60						
SEPT 2015		10/4/2015	65.00	0.00	10/05/2015			False	0
001-000-236000 County as	ssessments	10/4/2015	499.00	0.00	JAIL ASSESSMENT			False	0
SEPT 2015 001-000-235000 State Ass	essments	10/4/2015	488.00	0.00	10/05/2015 COUNTY ASSESSMENT			Taise	0
SEPT 2015	essments	10/4/2015	-55.30	0.00				False	0
001-000-341000 Fines					CITY COURT COSTS				
			407.70						
	SEPT 2015 Tota	1:	497.70						
			1.075.20						
(	COLUMBIA CO	J. IREASU	1,275.30						
		10/1/2015 - - 	12.50 12.50 12.50	0.00	10/05/2015 RESTITUTION DISBURSEMENT ARIEL IRENE WA	ΓT		False	0
COLUMBIA RIVER P.U.D P. O. BOX 1193 ST. HELENS, OR, 97051 008325 0002560 001-000-237000 Restitutio		8/5/2015	50.00	0.00	10/05/2015 RESTITUTION DISBURSEMENT LORI ANN BRAD	FOF		False	0
9	0002560 Total:	-	50.00						
0002576		10/1/2015	50.00	0.00	10/05/2015			False	0
001-000-237000 Restitutio	n				RESTITUTION DISBURSEMENT LORI ANN BRAD	FOF			
	0002576 Total:		50.00						

AP-To Be Paid Proof List (10/05/2015 - 3:05 PM)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
COLUME	- BIA RIVER P.U.D	100.00						
CORNELIUS, PATRICIA ANN 61335 BARGER ROAD ST HELENS, OR 97051 P.CORNEL 2554	8/5/2015	12.00	0.00	10/05/2015				
001-000-237000 Restitution	8/5/2015	42.00	0.00	10/05/2015 RESTITUTION DISBURSEMENT ROBERT SEASTONE			False	0
2554 Tota	- I:	42.00						
2572 001-000-237000 Restitution	10/1/2015	62.50	0.00	10/05/2015 RESTITUTION DISBURSEMENT ROBERT SEASTONE			False	0
2572 Tota	- I:	62.50						
CORNEL	- IUS, PATRICIA A	104.50						
DOMINO'S PIZZA 2012 COLUMBIA BLVD. ST. HELENS, OR 97051 DOMINO 0002568 001-000-237000 Restitution	10/1/2015	192.44	0.00	10/05/2015 RESTITUTION DISBURSEMENT BRANDON ANTHON			False	0
0002568	- Total:	192.44						
	-							
DOMINO	'S PIZZA Total:	192.44						
EASY WASH CAR WASH 755 N. COLUMBIA RIVER HWY. ST HELENS, OR 97051 EASYWASH 0002555	8/5/2015	35.00	0.00	10/05/2015			False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT TODD WILLIAM NIE				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
		35.00						
EASY WASH CAR WASH		35.00						
GIFFORD, RACHAEL P O BOX 591 BLACK DIAMOND, W GIFFOR.R 2583 001-000-237000 Restitu	10/1/2015	12.50	0.00		D		False	0
001-000-237000 Keshin	- 2583 Total:	12.50		RESTITUTION DISBURSEMENT ERIC M GIFFOR	D			
	- GIFFORD, RACHAEL To	12.50						
HECKMAN, MARTIN 500 B STREET COLUMBIA CITY, OR HECKMAN 0002550 001-000-237000 Restitu	8/5/2015	55.00	0.00	10/05/2015 RESTITUTION DISBURSEMENT ROBERT CRAM			False	0
		55.00						
2569 001-000-237000 Restitu	10/1/2015	200.00	0.00	10/05/2015 RESTITUTION DISBURSEMENT ROBERT M CRA	М		False	0
		200.00						
HECKMAN, MARTIN To		255.00						
LANDRETH, KENNY L 661 OLD PORTLAND F ST. HELENS, OR 97051 LANDRE.K	ROAD							
0002577	10/1/2015	150.00	0.00	10/05/2015			False	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Туре	PO #	Close PO	Line #
Account Number				Description		Reference			
001-000-237000 Restit	tution			RESTITUTION DI	SBURSEMENT ASHLEY ROSE GRAY				
	- 0002577 Total:	150.00							
	- LANDRETH, KENNY L. T	150.00							
O'BRIEN, KENDALL N 55407 PIONEER ROAD SCAPPOOSE, OR 9705 K.OBRIEN 2565 001-000-237000 Restit	0 66 10/1/2015	22.50	0.00	10/05/2015 RESTITUTION DI	SBURSEMENT JACOB R JOHNSON			False	0
	- 2565 Total:	22.50							
	- O'BRIEN, KENDALL MIC	22.50							
ODOT HIGHWAY BUE 355 CAPITOL STREET SALEM, OR 97301 ODOT.H.B 0002570 001-000-237000 Restit	10/1/2015	30.00	0.00	10/05/2015 RESTITUTION DI	SBURSEMENT SCOTT ALLARD CON			False	0
	- 0002570 Total:	30.00							
	- ODOT HIGHWAY BUDGE	30.00							
OLIVER, JONATHAN I 33049 STONE ROAD WARREN, OR 97053 OLIVER.J 0002561 001-000-237000 Restit	8/5/2015	25.00	0.00	10/05/2015 RESTITUTION DI	SBURSEMENT SHAWN LEROY CRA			False	0
	- 0002561 Total:	25.00							

Invoice Number	<b>Invoice Date</b>	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
0002578 001-000-237000 Restitution	10/1/2015	50.00	0.00	10/05/2015 RESTITUTION DISBURSEMENT SHAWN LEROY CRA			False	0
0002578 To	- otal:	50.00						
OLIVER, J	ONATHAN LE	75.00						
OREGON ASSOC.FOR COURT ADM ATTN: ANNA M.GLIEBE, TREASUF P O BOX 4755 BEAVERTON, OR 97076 022012 OCT 2015 001-103-490000 Professional develop OCT 2015	10/4/2015 oment	225.00	0.00	10/05/2015 O.A.C.A RIKI FRAPIER CONFERENCE			False	0
OREGON A	ASSOC.FOR C	225.00						
OREGON DEPT. OF REVENUE P.O. BOX 14110 SALEM, OR 97309-0910 023202								
AUG 2015	10/4/2015	2,125.00	0.00	10/05/2015			False	0
001-000-235000 State Assessments AUG 2015	10/4/2015	980.00	0.00	STATE 10/05/2015			False	0
001-000-235000 State Assessments AUG 2015	10/4/2015	493.00	0.00	STATE DUII DIVERSION 10/05/2015			False	0
001-000-235000 State Assessments AUG 2015	10/4/2015	3.00	0.00	UNITARY 10/05/2015			False	0
001-000-235000 State Assessments AUG 2015 001-000-235000 State Assessments	10/4/2015	7.00	0.00	STATE COURT FACILITY 10/05/2015 INTOXICATED DRIVER			False	0
AUG 2015	- Total:	3,608.00						
JULY 2015 001-000-235000 State Assessments	10/5/2015	2,008.29	0.00	10/05/2015 STATE			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
JULY 2015	10/5/2015	680.00	0.00	10/05/2015			False	0
001-000-235000 State Assessments JULY 2015	10/5/2015	476.00	0.00	STATE DUII DIVERSION 10/05/2015			False	0
001-000-235000 State Assessments JULY 2015	10/5/2015	32.00	0.00	UNITARY 10/05/2015			False	0
001-000-235000 State Assessments JULY 2015	10/5/2015	10.00	0.00	STATE COURT FACILITY 10/05/2015			False	0
001-000-235000 State Assessments				LEMLA				0
JULY 2015 T	otal:	3,206.29						
SEPT 2015	10/4/2015	2,577.08	0.00	10/05/2015			False	0
001-000-235000 State Assessments SEPT 2015	10/4/2015	300.00	0.00	STATE 10/05/2015			False	0
001-000-235000 State Assessments SEPT 2015	10/4/2015	200.00	0.00	STATE DUII DIVERSION 10/05/2015			False	0
001-000-235000 State Assessments SEPT 2015	10/4/2015	14.00	0.00	UNITARY 10/05/2015			False	0
001-000-235000 State Assessments SEPT 2015 001-000-235000 State Assessments	10/4/2015	5.00	0.00	STATE COURT FACILITY 10/05/2015 LEMLA			False	0
	-							
SEPT 2015 T	otal:	3,096.08						
OREGON DI	- EPT. OF REV	9,910.37						
POORMAN, CHRIS 59361 PONDEROSA DRIVE ST. HELENS, OR 97051 POORMAN								
0002559	8/5/2015	25.00	0.00	10/05/2015			False	0
001-000-237000 Restitution	-			RESTITUTION DISBURSEMENT				
0002559 Tota	d:	25.00						
0002575 001-000-237000 Restitution	10/1/2015	50.00	0.00	10/05/2015 RESTITUTION DISBURSEMENT ANDREW MICH	IAEL		False	0
0002575 Tota	- d:	50.00						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
	POORMAN, CHRIS Total	75.00						
RITE AID 785 S COLUMBIA RIVI ST HELENS, OR 97051 RITE AID								
0002556 001-000-237000 Restitu	8/5/2015 ution	33.99	0.00	10/05/2015 RESTITUTION DISBURSEMENT JASON DEAN HO	ORT(		False	0
	0002556 Total:	33.99						
0002557 001-000-237000 Restitu	8/5/2015 ution	37.50	0.00	10/05/2015 RESTITUTION DISBURSEMENT JOHN WESLEY F	ELLE		False	0
	0002557 Total:	37.50						
0002573 001-000-237000 Restitu	10/1/2015 ution	20.00	0.00	10/05/2015 RESTITUTION DISBURSEMENT BABE MARIE BO	DE		False	0
	0002573 Total:	20.00						
	RITE AID Total:	91.49						
ROTHWILSON, BLAIR 125 S. 4TH STREET ST. HELENS, OR 97051 ROTHWILS								
0002553 001-000-237000 Restitu	8/5/2015 ution	225.00	0.00	10/05/2015 RESTITUTION DISBURSEMENT REBECCA LYNN	STC		False	0
	0002553 Total:	225.00						
	ROTHWILSON, BLAIR M	225.00						
SAFEWAY 795 S. COLUMBIA RIV ST HELENS, OR 97051								

Invoice Number	Invoice Da	te Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
SAFEWAY 0002566 001-000-237000 Restitu	10/1/2015	35.00	0.00	10/05/2015 RESTITUTION DISBURSEMENT JIMMIE JOSEPH MO	1		False	0
	0002566 Total:	35.00						
2581 001-000-237000 Restitu	10/1/2015	6.43	0.00	10/05/2015 RESTITUTION DISBURSEMENT JORDAN MICHAEL	J		False	0
	2581 Total:	6.43						
	SAFEWAY Total:	41.43						
SKINNY'S TEXACO C/O LANE ATTRASH 373 S COLUMBIA RIVE ST. HELENS, OR 97051 SKINNY 0002564 001-000-237000 Restitu	10/1/2015	17.92   17.92	0.00	10/05/2015 RESTITUTION DISBURSEMENT EVERETT EUGENE	:		False	0
ST. HELENS FED. CRE P.O. BOX 537 ST. HELENS,, OR 97051 028930 0002579 001-000-237000 Restitu	10/1/2015	20.00	0.00	10/05/2015 RESTITUTION DISBURSEMENT BRANDIE KAY OWE			False	0
ST. HELENS MARKET	FRESH IGA							

Invoice Number Account Number		Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
P O BOX 777 ST. HELENS, OREGON 029225 2585 001-000-237000 Restitu		10/1/2015	15.00	0.00		BURSEMENT SHELLY MARIE WIL			False	0
	2585 Total:		15.00							
	ST. HELENS 1	MARKET F	15.00							
SUPRY, AMANDA 61339 BARGER ROAD ST. HELENS, OR 97051 SUPRY.A 2574 001-000-237000 Restitu	l	10/1/2015	87.50	0.00		BURSEMENT GEORGETTE LINS S(			False	0
	2574 Total:		87.50							
	SUPRY, AMA	NDA Total:	87.50							
	Report Total:		13,495.70	MZ						

# Accounts Payable

# To Be Paid Proof List

 User:
 jenniferj

 Printed:
 10/08/2015 - 2:14PM

 Batch:
 00003.10.2015 - 10/09 FY 15-16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type P	O # Close PO	Line #
Account Number				Description	Reference		
ACCELA, INC. #774375 4375 SOLUTIONS CENTE CHICAGO, IL 60677-4003 000496 INV31582 012-106-554000 Contractu	9/29/2015	272.00	0.00	10/09/2015 IVR TELEWORKS SUBCRIPTION		False	0
1	INV31582 Total:	272.00					
·	- ACCELA, INC. #774375 T	272.00					
ACE HARDWARE 155 S COLUMBIA RIVER ST HELENS, OR 97051 000500 1211 001-004-519000 Furnishir	9/8/2015	35.54	0.00	10/09/2015 SCREEN REPAIR / SCREEN CLIP		False	0
	1211 Total:	35.54					
1213	9/30/2015	218.72	0.00			False	0
001-005-501000 Operating 1213 008-008-558104 Events	g Materials & Supp 9/30/2015	37.29	0.00	MATERIALS 10/09/2015 HALLOWEENTOWN PAINT		False	0
	1213 Total:	256.01					
1217	9/30/2015	44.07	0.00	10/09/2015		False	0
018-019-501000 Operatin 1217	g Materials 9/30/2015	44.07	0.00	MATERIALS 10/09/2015		False	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Туре	PO #	Close PO	Line #
Account Number				Description		Reference			
018-020-501000 Operating Materials & 1217 018-021-501000 Operating Materials &	9/30/2015	65.25	0.00	MATERIALS 10/09/2015 MATERIALS				False	0
1217 Total:	-	153.39	/						
1218	9/30/2015	27.88	0.00	10/09/2015				False	0
001-005-501000 Operating Materials & 1218	& Supp 9/30/2015	58.88	0.00	MATERIALS 10/09/2015				False	0
011-011-501000 Operating Materials & 1218	& Supp 9/30/2015	13.32	0.00	MATERIALS 10/09/2015				False	0
011-011-505000 Street Signs 1218	9/30/2015	19.77	0.00	MATERIALS 10/09/2015				False	0
012-107-457000 Office supplies 1218	9/30/2015	17.08	0.00	MATERIALS 10/09/2015				False	0
015-015-501000 Operating Materials 0 1218	9/30/2015	151.01	0.00	MATERIALS 10/09/2015 MATERIALS				False	0
017-017-501000 Operating Materials	9/30/2015	102.35	0.00	MATERIALS 10/09/2015 MATERIALS				False	0
017-417-501000 Operating materials a	and suppli		/	WATERIALS					
1218 Total:		390.29	/						
ACE HARI	OWARE Total:	835.23							
ALEXIN ANALYTICAL LABS, INC. LABORATORIES, INC. 13035 S.W. PACIFIC HWY. TIGARD, OR, 97223- 001650 23662 017-017-472000 Lab Testing 23662 Total ALEXIN A	9/30/2015 I: NALYTICAL L	375.00 375.00 375.00	0.00	10/09/2015 ROUTINE E COL	I TESTING			False	0

# BARBEE, DIANE

Invoice Number Account Number		Invoice Date	Amount	Quantity	Payment Date Tas Description	k Label	Type Reference	PO #	Close PO	Line #
, 017100 SEPT 2015 001-004-481000 Visual M	Naterials	9/29/2015	19.44	0.00	10/09/2015 DVD				False	0
	SEPT 2015 Tota	al:	19.44							
	BARBEE, DIA	- NE Total:	19.44	/						
CANON SOLUTIONS AN 15004 COLLECTIONS C CHICAGO, IL 60693 021694 4017104167 001-002-502000 Equipm	ENTER DRI	10/29/2015	124.69	0.00	10/09/2015 CITY HALL MONTHLY	COPIER			False	0
	4017104167 To	otal:	124.69							
	CANON SOLU	JTIONS AM	124.69	/						
CARQUEST AUTO PAR 58105 COLUMBIA RIVE ST. HELENS, OR 97051 005845 1611-283820 015-015-501000 Operati	ER HWY	9/3/2015 Supp	15.82	0.0	) 10/09/2015 AUTO PARTS				False	0
	1611-283820 T	fotal:	15.82	•						
1611-283885 001-002-510000 Automo	obile Expense	9/4/2015	134.31	0.0	0 10/09/2015 AUTO PARTS				False	0
	1611-283885 7	Fotal:	134.31	/					False	0
1611-284303 015-015-501000 Operati	ing Materials &	9/10/2015 Supp	51.84	0.0	0 10/09/2015 AUTO PARTS				1 0150	0
	1611-284303 7		51.84							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
Account Number 1611-284390 001-002-510000 Automobile Ex	9/11/2015 pense	45.66	0.00	10/09/2015 AUTO PARTS				False	0
1611-2 1611-284465 015-015-501000 Operating Mate	284390 Total: 9/11/2015 erials & Supp	45.66 1,915.00	0.00	10/09/2015 AUTO PARTS				False	0
	284465 Total: 9/14/2015	1,915.00 19.59	ر 0.00	10/09/2015 AUTO PARTS				False	0
	284604 Total: 9/24/2015	19.59 11.89	0.00	10/09/2015 Auto Parts				False	0
	285539 Total: 9/14/2015	11.89 <sup>°</sup> 15.84	0.00	10/09/2015 Auto Parts				False	0
	285965 Total:	15.84	/						
CAR	QUEST AUTO PART	2,209.95							
CENTERLOGIC, INC. 7414 NE HAZEL DELL AVE SUITE B VANCOUVER, WA 98665									
011595 31408 012-101-500000 Information se	10/2/2015	125.08	0.00	10/09/2015 It support				False	0
31408 001-100-500000 Information se	10/2/2015 ervices	83.38		10/09/2015 IT SUPPORT				False	0
31408 001-103-500000 Information se 31408 001-104-500000 Information se	10/2/2015	166.92 83.38		10/09/2015 IT SUPPORT 10/09/2015 IT SUPPORT				False	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Туре	PO #	Close PO	Line #
Account Number				Description		Reference			
31408	10/2/2015	188.75	0.00	10/09/2015				False	0
001-002-500000 Computer System Maint. 31408	10/2/2015	607.50	0.00	IT SUPPORT 10/09/2015				False	0
001-004-500000 Computer Maintenance 31408	10/2/2015	158.53	0.00	IT SUPPORT 10/09/2015				False	0
001-105-500000 Information services 31408	10/2/2015	183.57	0.00	IT SUPPORT 10/09/2015				False	0
012-102-500000 Information services 31408	10/2/2015	442.12	0.00					False	0
012-106-500000 Information services 31408	10/2/2015	342.23	0.00	IT SUPPORT 10/09/2015				False	0
013-402-500000 Information services 31408	10/2/2015	130.00	0.00	IT SUPPORT 10/09/2015 IT SUPPORT				False	0
018-019-500000 Computer System Maint			/	II SUITORI					
31408 Total:		2,511.46	0.00	10/00/2015				False	0
31430 /31574 012-101-500000 Information services	10/5/2015	74.32 92.88	0.00	BACKUP SONIC	WALL MAC FOR EMAIL SERV	/ERS		False	0
31430 /31574 001-100-500000 Information services 31430 /31574	10/5/2015	75.81	0.00	BACKUP SONIC	WALL MAC FOR EMAIL SERV	/ERS		False	0
001-103-500000 Information services 31430 /31574	10/5/2015	32.88	0.00	10/09/2015	WALL MAC FOR EMAIL SER			False	0
001-104-500000 Information services 31430 /31574	10/5/2015	240.00	0.00	10/09/2015	WALL MAC FOR EMAIL SER			False	0
001-002-500000 Computer System Main 31430 /31574	t. 10/5/2015	400.00	0.00	10/09/2015	WALL MAC FOR EMAIL SER			False	0
001-004-500000 Computer Maintenance 31430 /31574	10/5/2015	73.50	0.00	10/09/2015	WALL MAC FOR EMAIL SER			False	0
001-105-500000 Information services 31430 /31574	10/5/2015	30.00	0.00	10/09/2015	WALL MAC FOR EMAIL SER			False	0
015-015-500000 Computer System Main 31430 /31574	t. 10/5/2015	80.37	0.00	10/09/2015	WALL MAC FOR EMAIL SER			False	0
012-102-500000 Information services 31430 /31574	10/5/2015	201.32	0.00	10/09/2015	C WALL MAC FOR EMAIL SER			False	0
012-106-500000 Information services 31430 /31574 013-402-500000 Information services	10/5/2015	153.92	0.00	10/09/2015	C WALL MAC FOR EMAIL SER			False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
31430 /31574	10/5/2015	240.00	0.00	10/09/2015				False	0
013-403-500000 Information services 31430 /31574 017-417-501000 Operating materials an 31430 /31574 018-019-500000 Computer System Mai	10/5/2015 Id suppli 10/5/2015	255.00 40.00	0.00 0.00	10/09/2015 BACKUP SONIC 10/09/2015	WALL MAC FOR EMAIL SERVERS WALL MAC FOR EMAIL SERVERS WALL MAC FOR EMAIL SERVERS			False False	0 0
31430 /31574	-	1,990.00	/						
CENTERLO	GIC, INC. To	4,501.46							
CHAVES CONSULTING, INCCRMS CLOUD RECORDS MGMT.SOLUTIC P. O. BOX 886 BAKER CITY, OR 9814 006630 150170 012-102-554000 Contractual/consulting 150170 Total		259.14	0.00		R FEE CLOUD REC MANAGEMENT			False	0
CHAVES CO	ONSULTING,	259.14							
CINTAS CORPORATION CINTAS FIRST AID & SAFETY PO BOX 631025 CINCINNATI, OH 45263-1025									
037620 5003705187	10/2/2015	82.94	0.00		ADNET			False	0
001-002-473000 Miscellaneous Expen 5003705187		82.94	1	POLICE DEPT C	ABINEL				-
5003705188	10/2/2015	201.43	0.00	) 10/09/2015 CITY HALL CA	DINET DEFILI			False	0
012-107-554000 Contractual/consultin 5003705188		201.43	1	CITY HALL CA	DINET KETILE				

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Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
CI	- NTAS CORPORATION	284.37						
CITY OF COLUMBIA CITY P.O. BOX 189 COLUMBIA CITY,, OR 970 007370 OCT 2015 017-417-459000 Utilities		71.14	0.00	10/09/2015 ACCT 001754-001 WTP			False	0
Cl	ITY OF COLUMBIA CIT	71.14	/					
COASTWIDE LABORATOH 39554 TREASURE CENTEH CHICAGO, IL 60694-9500 007159 2813750 018-019-501000 Operating 2813750 018-020-501000 Operating	9/30/2015 Materials 9/30/2015	110.45 110.44	0.00 0.00	10/09/2015 GO RAGS 10/09/2015 GO RAGS			False False	0 0
28	813750 Total:	220.89						
С	OASTWIDE LABORATO	220.89	/					
COLUMBIA CO. DEPT. OF 901 PORT AVENUE ST. HELENS, OR 97051	COMM. JUSTICE							
007581 201509CSH	9/30/2015	975.00	0.00				False	0
001-005-554000 Contractua 201509CSH 013-403-554000 Contractua	9/30/2015	1,625.00	/ 0.00	PARKS WORK CREW 10/09/2015 PUBLIC WORKS WORK CREW			False	0
2	01509CSH Total:	2,600.00	/					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
	COLUMBIA CO. DEPT. O	2,600.00						
COLUMBIA CO. RIDER ATTN: JANET WRITE 230 STRAND STREET ST HELENS, OR 97051 007766 2016-1627 009-209-554110 Econor	9/25/2015 mic and Market assessmen	25.00	0.00	10/09/2015 TRANSPORTATION FOR ECONOMIC DEVELOPMI	ENT		False	0
	- 2016-1627 Total:	25.00	/					
	COLUMBIA CO. RIDER T	25.00						
COLUMBIA RIVER P.U P. O. BOX 1193 ST. HELENS, OR, 9705 008325 1507170 011-011-501000 Operat	10/2/2015	623.70	0.00	10/09/2015 ACCT 73638 STREET LIGHTS			False	0
	1507170 Total:	623.70	/				False	0
OCT 2015 018-019-534000 Electri	10/1/2015 ical Energy	11,373.27	0.00	10/09/2015 ACCT 38633			T disc	
	OCT 2015 Total:	11,373.27	/					
	COLUMBIA RIVER P.U.D	11,996.97						
COMCAST PO BOX 34744 SEATTLE, WA 98124-1 COMCAST OCT 2015 001-005-509000 Marin	10/5/2015	102.85	0.00	) 10/09/2015 MARINE BOARD 3930			False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
	OCT 2015 Total:	102.85							
	COMCAST Total:	102.85							
COUNTRY MEDIA IN PO BOX 9278 PORTLAND, OR 97207 006800 SEPT 2015 012-102-526000 Adve	7 9/30/2015	119.65   119.65	0.00	10/09/2015 ACCT 24240 ADV	/ERTISING			False	0
DAILY JOURNAL OF SDS 12-2812 PO BOX 86 MINNEAPOLIS, MN 5 009900 742403081 010-305-653501 Heav	COMMERCE, INC	124.20 124.20 124.20	0.00	) 10/09/2015 BIDS / GOODS A	ND SERVICES			False	0
DURAN, MALINDA F 1845 THIRD STREET P.O. BOX 427 COLUMBIA CITY, OI 010948 OCT 2015 001-002-490000 Polic	R 97018 10/6/2015	17.84	0.0		EWIDE TRAINING PORTLAND OR TR	A		False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
	OCT 2015 Total:	17.84							
	- DURAN, MALINDA R. To	17.84	$\langle$						
E2C CORPORATION 2316 NE MINNEHAHA VANCOUVER, WA 986 E2C 3773 008-008-558104 Even	10/6/2015	450.00	0.0	0 10/09/2015 TICKET SET UP 1	FEE MARNIE AND ME, SAND I	SLANI		False	0
	- E2C CORPORATION Tota	450.00	/						
EAGLE STAR ROCK I P.O. BOX 750 ST. HELENS, OR 9705 010970 29963 018-021-501000 Oper		95.44	0.0	00 10/09/2015 ROCK N 19TH S	Т			False	0
EMMERT MOTORS, I 2175 COLUMBIA BLV ST. HELENS, OREGO 020693 96020 012-107-502000 Equi	VD. DN, 97051 9/16/2015	221.38		00 10/09/2015 2004 CHEVY BI	AZER REPAIR DOOR HINGES			False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
EMMERT	- MOTORS, INC	221.38						
HUDSON GARBAGE SERVICE PO BOX 1002 ST HELENS, OR 97051 015875 8539568 001-004-459000 Utilities	10/1/2015	51.75	0.00	10/09/2015 ACCT 1554 375 S 18TH ST			False	0
8539568	Total:	51.75					False	0
8539693 018-019-501000 Operating Materia 8539693 018-020-501000 Operating Materia	10/1/2015	108.71 108.71	0.00	10/09/2015 8333 451 PLYMOUTH ST 10/09/2015 8333 451 PLYMOUTH ST			False	0
8539693 8539849 012-107-459000 Utilitites	Total: 10/1/2015	217.42 83.00	0.00	10/09/2015 ACCT 7539 265 STRAND			False	0
8539849 8539850 001-002-459000 Utilities	Total: 10/1/2015	83.00 83.00	0.00	10/09/2015 7547 150 S 13TH ST			False	0
8539851 013-403-459000 Utilities	Total: 10/1/2015	83.00 78.31	0.00	10/09/2015 7555 984 OREGON ST			False	0
8539851 8539852 001-005-459000 Utilities	Total: 10/1/2015	78.31 403.48	0.00	10/09/2015 7598 MCCORMICK PARK			False	0
8539852 8539853 001-110-459000 Utilities	Total: 10/1/2015	403.48 306.57	0.00	) 10/09/2015 7601 DOWNTOWN			False	0

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Invoice Number Account Number		Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
8539854 001-005-459000 Utilities	8539853 Total: s	10/1/2015	306.57 154.96	0.00	10/09/2015 7636 260 STRAND	,			False	0
	8539854 Total:		154.96							
	HUDSON GAI	RBAGE SER	1,378.49							
INGRAM LIBRARY SEI INGRAM BOOK COMP. P.O. BOX 502779 ST. LOUIS, MO 63150 016240 86704167 001-004-511000 Printed	ANY	9/14/2015	-8.24	0.00	10/09/2015 CREDIT				False	0
86729039 001-004-483000 Audio	86704167 Tota Materials	ıl: 9/14/2015	-8.24 -16.20	0.00	10/09/2015 CREDIT				False	0
87651199 001-004-511000 Printed	86729039 Tota d Materials	al: 9/14/2015	-16.20 -13.79	0.00	10/09/2015 CREDIT				False	0
89358223 001-004-511000 Printed	87651199 Tota d Materials	al: 9/20/2015	-13.79 48.03	0.00	) 10/09/2015 MATERIALS				False	0
89358224 001-004-511000 Printed	89358223 Tota d Materials	al: 9/20/2015	48.03 129.30		0 10/09/2015 MATERIALS				False	0
89358225	89358224 Tot	al: 9/20/2015	129.30 63.67		0 10/09/2015				False	0 Page 12

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Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
001-004-511000 Printed Materials				MATERIALS					
89358225 To	tal:	63.67	/					False	0
89358226 001-004-511000 Printed Materials	9/20/2015	32.17	0.00	10/09/2015 MATERIALS					
89358226 To	tal:	32.17	/						0
89393328 001-004-511000 Printed Materials	9/21/2015	34.52	0.00	10/09/2015 MATERIALS				False	0
89393328 To	tal:	34.52	(						0
89393329 001-004-511000 Printed Materials	9/21/2015	716.12	0.00	10/09/2015 MATERIALS				False	0
89393329 To	otal:	716.12	/						
INGRAM L	IBRARY SERV	985.58							
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS 8331 UTICA AVENUE STE 200 RANCHO CUCAMONGA, CA 91730 016625 SEPT 2015 012-102-490000 Professional develop	9/15/2015 ment	180.00	0.00		L KATHY PAYNE 23971			False	0
SEPT 2015	Total:	180.00	1						
INTERNAT	IONAL INSTI	180.00							
JORDAN RAMIS PC Attorneys at LAW PO BOX 230669 Portland, or 97281									
030274 AUG 2015	9/30/2015	702.00	0.0	0 10/09/2015				False	0

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Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
012-101-454000 Attorney AUG 2015	9/30/2015	210.00	0.00	LEGAL SERVICES 10/09/2015				False	0
011-011-454000 Attorney AUG 2015	9/30/2015	900.00	0.00	LEGAL SERVICES 10/09/2015				False	0
017-017-454000 Attorney Expense AUG 2015	9/30/2015	90.00	0.00					False	0
018-018-454000 Attorney Expense AUG 2015 009-209-554120 Urban renewal review	9/30/2015	3,556.93	0.00	LEGAL SERVICES 10/09/2015 LEGAL SERVICES				False	0
AUG 2015 7	'otal:	5,458.93							
JORDAN R.	AMIS PC Tota	5,458.93	/						
LAWRENCE COMPANY PO BOX 871688 VANCOUVER,, WA 98687 018028 10749 012-106-554000 Contractual/consultin	10/1/2015 g serv	100.00	0.00		T SERVICES 10/1-12/31/2015			False	0
10749 Total		100.00							
LAWRENC	E COMPANY	100.00	/						
LEAF PO BOX 644006 CINCINNATI, OH 45264-4006 018101 5980299 012-107-502000 Equipment expense 5980299 To	9/25/2015 tal:	170.00	0.0	0 10/09/2015 OCE VL2822C C	OPIER CONTRACT			False	0
LEAF Total	:	170.00	(						

MAILBOXES NORTHWEST

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
2034 COLUMBIA BLVD. ST. HELENS, OR 97051 019366 OCT 2015 001-002-480000 Postage	10/2/2015	13.69	0.00	10/09/2015 SHIPPING OSP FC	DRENSICS LAB			False	0
	OCT 2015 Total:	13.69							
	- MAILBOXES NORTHWE	13.69	/						
MCCOY ELECTRIC CO. 2014 SE 9TH AVENUE P.O. BOX 42428 PORTLAND, OR 97242 019713 212810 018-020-501000 Operati	9/30/2015	182.25	0.00	10/09/2015 TIMING RELAY	FOR SEPTAGE RECEIVING STATIO	N		False	0
METRO OVERHEAD DO 2525 NE COLUMBIA BI PORTLAND, OR 97211- 020285 122530 001-002-470000 Buildin	OOR INC LVD. 2053 9/28/2015	202.00	0.0	0 10/09/2015 REPAIRS				False	0
	METRO OVERHEAD DO	202.00							
METRO PLANNING IN 370 Q STREET SPRINGFIELD, OR 974' 020291									Page 15

Invoice Number Account Number	Invoice Date	Amount	Quant		Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
	9/30/2015	112.50	0	0.00	10/09/2015			False	0
3347 001-104-500000 Information service 3347 013-402-575000 Equipment expense	9/30/2015	37.50		0.00	WEB GIS HOSTING OCT 2015 10/09/2015 WEB GIS HOSTING OCT 2015			False	0
3347 Total	-	150.00							
METRO F	- PLANNING INC	150.00	/						
METROPRESORT 3506 NW 35TH AVENUE PORTLAND, OR 97210-1640 020292 476541 012-106-554000 Contractual/consul		755.76		0.00	10/09/2015 BILL PRINTING SERVICES UB			False	0
476541 T METROF	otal: PRESORT Total:	755.76							
MIDWEST TAPE P.O. BOX 820 HOLLAND, OH 43528 020427 93244147 001-004-481000 Visual Materials 9324414	9/24/2015	22.99    22.99	/	0.00	10/09/2015 DVD			False	0
MIDWE MORTEN, DOUGLAS 484 GREY CLIFF DRIVE ST. HELENS, OR 97051 020688 OCT 2015 001-100-490000 Professional deve	10/8/2015	505.08	/	0.00	10/09/2015 OJUA BOARD MEETING, ANNUAL MEETIN	IG OJUA E		False	0 Page 16

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
	OCT 2015 Total:	505.08							
	- MORTEN, DOUGLAS Tot	505.08	(						
OREGON ACCREDITA 1265 THORN DRIVE N ALBANY, OR 97321 021998 1412 001-002-473000 Misca	NW 9/29/2015	1,050.00	0.0	0 10/09/2015 SIZE B ANNUAL	CONTINUATION FEE PERIOD 9/1/15			False	0
OREGON DMV DRIVER & MOTOR V 1905 LANA AVE. N.E. SALEM,, OR 97314-22 023150 SEPT 2015 012-102-473000 Misc	9/30/2015	14.50   14.50	0.0	0 10/09/2015 CERTIFIED COU	JRT PRINT			False	0
O'REILLY AUTO PAR ATTN: TAX DEPARTN P O BOX 1156 SPRINGFIELD, MO 6 021693 OCT 2015 001-000-311000 Busin	MENT 5801 10/2/2015	52.50	0.	00 10/09/2015 REFUND OVER	PAYMENT OF BUSINESS LIC 04251			False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
	-OCT 2015 Total:	52.50						
	- O'REILLY AUTO PARTS #	52.50						
PAULSON PRINTING 125 N. 19TH ST. ST. HELENS, OR, 97051 025300 C8357 001-002-501000 Operati	9/30/2015	60.00	0.00	10/09/2015 BUS CARDS FOR HOWELL			False	0
	PAULSON PRINTING To	60.00	/					
PEAK ELECTRIC GROU 57096 S MORSE ROAD WARREN, OR 97053 PEAK.ELE 150167 010-304-653409 Godfre	9/21/2015	850.00	0.00	10/09/2015 REMOVE LIGHT POST ON N RIVER ST			False	0
150170 015-015-470000 Buildir	150167 Total: 9/21/2015 ng Expense	850.00 1,850.00	0.00	10/09/2015 WIRE NEW VEHICLE LIFT AND ADD 2 RECE	PTACLE:		False	0
	150170 Total:	1,850.00	/				1	
	PEAK ELECTRIC GROU	2,700.00						
PHILLIPS, CYNTHIA 11220 SW APALACHEE TUALATIN, OR 97062 025515	E STREET		/				False	0
101515	10/5/2015	1,592.00	0.00	10/09/2015				Page 18

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Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
001-103-554000 Contra	actual/consulting serv			MUNICIPAL COU	RT JUDGE				
	101515 Total:	1,592.00							
	PHILLIPS, CYNTHIA Tot	1,592.00	1						
PITNEY BOWES PO BOX 371896 PITTSBURGH, PA 1525 025600 424764 012-106-502000 Equip	10/3/2015 ment expense	261.50	0.00	10/09/2015 ACCT 1793-2292-1	86-9 RENT			False	0
	424764 Total: PITNEY BOWES Total:	261.50	/						
PORTLAND BUSINES SUBSCRIPTIONS P O BOX 36759 CHARLOTTE, NC 282 PORT. BU 2699955 001-004-512000 Period	54-3763 10/7/2015	83.00 83.00 83.00	0.00	0 10/09/2015 SUBSCRIPTION				False	0
POSTMASTER 1571 COLUMBIA BLV ST. HELENS,, OR 9705 026000 OCT 2015 012-106-480000 Posta	9/28/2015	14.24	0.00	0 10/09/2015 ACCOUNT 4574	40 PD-95004-000			False	0

- CT 2015 Total: - DSTMASTER Total: ANCE AD 10/2/2015	14.24						
ANCE AD	14.24						
AD							
l/consulting serv	280.00	0.00	10/09/2015 SERVICE 274 N 9TH ST			False	0
196 Total: 10/2/2015 I/consulting serv	280.00 350.00	0.00	10/09/2015 SERVICE 345 S 3RD ST			False	0
197 Total:	350.00						
AMOS' YARD MAINTE	630.00						
ES 10/2/2015 ep Payable	195.27	0.00				False	0
CT 2015 Total:	195.27						
EFORESTATION SERVI	195.27						
10/1/2015	235.39	0.00	10/09/2015			False	(
	/consulting serv 196 Total: 10/2/2015 /consulting serv 197 Total: AMOS' YARD MAINTE ES 10/2/2015 p Payable CT 2015 Total: EFORESTATION SERVI	/consulting serv	/consulting serv       280.00         196 Total:       280.00         10/2/2015       350.00         /consulting serv       350.00         197 Total:       350.00         AMOS' YARD MAINTE       630.00         3S       10/2/2015       195.27         0.00       23         cr 2015 Total:       195.27         cr 2015 Total:       195.27         EFORESTATION SERVI       195.27	/consulting serv	/consulting serv     SERVICE 274 N 9TH ST       196 Total:     280.00       10/2/2015     350.00       10/2/2015     350.00       MOS' YARD MAINTE     630.00       28     10/2/2015       197. Total:	/consulting serv     SERVICE 274 N 9TH ST       196 Total:     280.00       10/2/2015     350.00       10/2/2015     350.00       197 Total:     350.00       AMOS' YARD MAINTE     630.00       23     10/2/2015       197 Total:     195.27       0.00     10/09/2015       HYDRANT METER RENTAL DEPOSIT REFUND       CT 2015 Total:     195.27       EFORESTATION SERVI     195.27	/consulting serv       SERVICE 274 N 9TH ST         196 Total:       280.00         10/2/2015       350.00         /consulting serv       SERVICE 345 S 3RD ST         197 Total:       350.00         AMOS' YARD MAINTE       630.00         2S       10/2/2015         10/2/2015       195.27         10/2/2015       195.27         10/2/2015       195.27         10/2/2015       195.27         False         SEFORESTATION SERVI       195.27         False         False         False         False         False         Total:       195.27         SeforeEstration SERVI       195.27         False       False

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Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
013-403-417000 Work	xers comp			SAIF POLICY 262	74 CLAIM 8335080F LEMONT. C				
	OCT 2015 Total:	235.39							
	SAIF CORPORATION To	235.39							
SELDEN, LAURIE 9765 SW IMPERIAL D PORTLAND, OR 9722 030715 083114 001-103-554000 Contr	5 10/6/2015	2,948.00 2,948.00 2,948.00	0.00		ECUTORIAL SERVICES			False	0
SNYDER, THE LAW C 4415 NE SANDY BLV SUITE 204 PORTLAND, OR 9721 018045 100215 001-103-554000 Cont	D. 3 10/2/2015	80.00 80.00 80.00	0.00		R LEGAL SERVICES			False	0
SPECIALTY CONCRE 312 HAZEL STREET KELSO, WA 98626 031456 7997 010-301-653101 Sidev	9/28/2015	469.00	0.00	0 10/09/2015 CONCRETE				False	0

Invoice Number Account Number	Invoice Dat	e Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
8007 010-301-653101 Sidew	7997 Total: 9/29/2015 ralk	469.00 409.00	0.00	10/09/2015 CONCRETE DUB	DIS LANE			False	0
	8007 Total: SPECIALTY CONCRETE	409.00							
STAPLES BUSINESS A DEPT LA PO BOX 83689 CHICAGO, IL 60696 031983 3279042092 012-102-457000 Office	9/15/2015	-31.84	0.00		IED SHIPPING LABELS			False	0
3279042093 012-107-457000 Office	3279042092 Total: 9/26/2015 e supplies	-31.84 144.29	0.00	10/09/2015 OFFICE SUPPLIE	S			False	0
	3279042093 Total: STAPLES BUSINESS AD	144.29							
SUNSET EQUIPMENT 100 PORT AVE. ST. HELENS, OR, 970 032700 082110 015-015-501000 Opera	51 9/16/2015 ating Materials & Supp	5.59	0.00	10/09/2015 GASKET MUFF)	LER			False	0
	082110 Total: SUNSET EQUIPMENT C	5.59							

Invoice Number Account Number	Invoice Date	Amount	Quantit	y Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
SUPERIOR TIRE SERVICES PO BOX 13759 SALEM, OR 97309 032774 6399238	9/15/2015	320.00	0.0					False	0
015-015-501000 Operating Mat	erials & Supp -			TIRES					
63992	238 Total:	320.00						False	0
6400637 015-015-501000 Operating Mat	9/28/2015 erials & Supp	320.00	0.0	0 10/09/2015 TIRES					
64000	- 537 Total:	320.00						False	0
6401104 015-015-501000 Operating Mat	9/30/2015 cerials & Supp	795.50	0.0	0 10/09/2015 TIRES					
64011	- 104 Total:	795.50							
SUPE	ERIOR TIRE SERVIC	1,435.50							
TCMS CORPORATION PO BOX 11005 PORTLAND, OR, 97211 033013 013189 012-107-554000 Contractual/ccc 01318	9/24/2015 onsulting serv 39 Total:	560.00	/ 0.0		RK ORDER 80763 ACCT 01051			False	0
TCM	S CORPORATION T	560.00							
THOMPSON, BRENT 1483 POLK AVENUE VERNONIA, OR 97064 032896 OCT 2015	10/8/2015	85.00	0.	00 10/09/2015		715		False	
001-002-490000 Police Trainin	g/Supplies			INVOICE 00218	IMPACT OF MARIJUANA CLASS RI	5117			Page 23

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Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
	OCT 2015 Total:	85.00						
	THOMPSON, BRENT Tot	85.00						
TUALATIN VALLEY WO 6615 SE ALEXANDER ST HILLSBORO, OR 97123 033827 0017250-IN 012-107-554000 Contract	FREET 9/30/2015	1,354.31	0.00	10/09/2015 CITY HALL			False	0
0017251-IN 001-004-508000 Janitoria	0017250-IN Total: 9/30/2015 I Services	1,354.31 1,318.70	0.00	10/09/2015 COLUMBIA CENTER			False	0
0017252-IN 001-002-508000 Janitoria	0017251-IN Total: 9/30/2015 Il Services	1,318.70 475.14	0.00	10/09/2015 POLICE			False	0
0017253-IN 018-019-501000 Operatin 0017253-IN	9/30/2015	475.14 163.96 163.97	0.00	10/09/2015 WWTP 10/09/2015 WWTP			False False	0
	0017253-IN Total:	327.93	/	W W II				
TYPETHINK, LLC 224 SW FIRST AVENUE PORTLAND, OR 97204 034599 4713 009-206-458100 PEG Ac	TUALATIN VALLEY WO 10/1/2015 cess	3,476.08 300.00	0.00	10/09/2015 WEBSITE HOSTING			False	Page 24

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Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
4713 Tota	- .l:	300.00							
TYPETH	- INK, LLC Total:	300.00							
VERIZON WIRELESS PO BOX 660108 DALLAS, TX 75266-0108 000720 OCT 2015 001-002-458000 Telephone Expens OCT 2015 013-402-458000 Telecommunication OCT 2015 013-403-458000 Telecommunication OCT 2015 018-019-458000 Telecommunication OCT 2015 018-020-458000 Telecommunication OCT 2015 018-022-458000 Telecommunication OCT 2015 018-022-458000 Telecommunication	10/6/2015 on expense $10/6/2015$ on expense $10/6/2015$ on Expense $10/6/2015$ on Expense $10/6/2015$ tion expense	1,405.37 130.12 309.86 133.06 48.62 36.47 36.47 2,099.97	0.00 0.00 0.00	ACCT 271826771- 10/09/2015 ACCT 871458396- 10/09/2015 ACCT 871458396- 10/09/2015 ACCT 871458396- 10/09/2015 ACCT 871458396- 10/09/2015 ACCT 871458396	-00001 -00001 -00001 -00001			False False False False False False False	0 0 0 0 0 0 0
	N WIRELESS To	2,099.97							
Report T	otal:	53,900.40							

# Accounts Payable

To Be Paid Proof List

 User:
 jenniferj

 Printed:
 10/08/2015 - 2:18PM

 Batch:
 00006.10.2015 - 10/09 FY 15-16 CONTRACT PAYMENTS



Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
FDG - FIRWOOD DESIGN 39065 PIONEER BLVD., ST SANDY, OR 97055 FDG 10935	°E. #104 9/10/2015	14,413.75	0.00	10/09/2015			False	0
010-303-653306 Lift station	1			S-636 PUMPSTATION #7 UPGRADE				
10	0935 Total:	14,413.75						
F	DG - FIRWOOD DESIGN	14,413.75						
HDR ENGINEERING, INC. 1001 SW 5TH AVENUE PORTLAND, OR 97204-113 014187 00458558-H 010-302-653200 Telemmetr	4 9/19/2015	3,054.92	0.00	10/09/2015 W-429 TELEMETRY UPGRADE			False	0
00	0458558-H Total:	3,054.92						
Н	DR ENGINEERING, INC	3,054.92						
MURRAY, SMITH & ASSO 121 S.W. SALMON SUITE 900 PORTLAND, OR, 90204-29 020762 09-1078-67		13,335.30	0.00	10/09/2015			False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
010-304-653409 Godfr	ey Outfall			SD-146 GODFREY	PARK STORM				
	09-1078-67 Total:	13,335.30							
	MURRAY, SMITH & ASS	13,335.30							
	Report Total:	30,803.97							