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## City of St. Helens COUNCIL AGENDA

**Wednesday, September 7, 2016**

City Council Chambers, 265 Strand Street, St. Helens

### City Council Members

Mayor Randy Peterson  
Council President Doug Morten  
Councilor Keith Locke  
Councilor Susan Conn  
Councilor Ginny Carlson

### Welcome!

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

1. **7:00PM - CALL REGULAR SESSION TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **VISITOR COMMENTS** – *Limited to five (5) minutes per speaker.*
4. **ORDINANCES – First Reading**
  - A. **Ordinance No. 3210:** An Ordinance Amending St. Helens Municipal Code 5.16 Regarding Secondhand Dealers and Pawnshops
5. **RESOLUTIONS**
  - A. **Resolution No. 1759:** A Resolution Endorsing Adoption by Columbia County of the Provisions of Oregon Senate Bill 1513, a Bill Authorizing Counties to Exempt up to \$250,000 of Assessed Valuation of Each Homestead Owned and Occupied by a Surviving Spouse of a Fire Service Professional, Police Officer, or Reserve Officer Killed in the Line of Duty from Ad Valorem Taxes Imposed by All Taxing Jurisdictions
  - B. **Resolution No. 1760:** A Resolution of the Common Council of the City of St. Helens Approving Local Criteria for Companies Applying for South Columbia County Enterprise Zone and Lower Columbia Enterprise Zone Extended Property Tax Exemptions

**PUBLIC COMMENT – Increase in Drop Box Rates**

  - C. **Resolution No. 1761:** A Resolution Establishing Drop Box Rates and Superseding Resolution No. 1718
6. **AWARD PURCHASE OF PUBLIC WORKS VEHICLE TO EMMERT MOTORS**
7. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
  - A. User's Agreement and Software License with City of Portland for Law Enforcement Contributors of the Regional Automated Property Information Database (RAPID)
  - B. Agreement with Wauna Credit Union for Sponsorship of Waterfront Stage
  - C. [RATIFY] First Amendment to James W. Fowler Co. Public Improvement Contract for Godfrey Park Storm Sewer Replacement Project
  - D. Contract Payments
  - E. Oregon State Lands Amended and Restated Submerged and Submersible Land Lease (10474-ML)
8. **APPOINTMENTS TO CITY BOARDS & COMMISSIONS**
9. **CONSENT AGENDA FOR ACCEPTANCE**
  - A. Accounts Payable Bill List

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

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

10. **CONSENT AGENDA FOR APPROVAL**
  - A. Council Work Session and Regular Session Minutes dated August 17, 2016
  - B. Declare Surplus Property – Police Vehicles
  - C. Accounts Payable Bill List
11. **MAYOR PETERSON REPORTS**
12. **COUNCIL MEMBER REPORTS**
13. **DEPARTMENT REPORTS**
14. **ADJOURN**

**City of St. Helens**  
**ORDINANCE NO. 3210**

**AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE 5.16  
REGARDING SECONDHAND DEALERS AND PAWNSHOPS**

**WHEREAS**, St. Helens Municipal Code 5.16 governs secondhand dealers and pawnshops;  
and

**WHEREAS**, several jurisdictions have revised their municipal codes in recent years and the City of St. Helens desires the proposed changes to SHMC 5.16 to more closely align with current best practices.

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

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

**Section 2.** SHMC 5.16 is amended as set forth in Exhibit A to this ordinance (additional language is underlined and deleted text is shown as ~~strikethrough~~).

**Section 3.** This ordinance shall be effective 30 days after its passage.

Read the first time: September 7, 2016  
Read the second time: September 21, 2016

**APPROVED AND ADOPTED** by the City Council this 20th day of August, 2016, by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Randy Peterson, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

## Chapter 5.16 SECONDHAND DEALERS

### Sections:

- 5.16.010 Purpose.
- 5.16.020 Licenses and fees.
- 5.16.030 Exclusions.
- 5.16.040 Definitions.
- 5.16.050 Application requirements.
- 5.16.055 License characteristics.
- 5.16.060 ~~Police-approved register to be kept.~~ [Reporting of transactions](#)
- 5.16.070 ~~Record forms.~~ [\[Reserved\]](#)
- 5.16.080 ~~Regulated P~~ property sales.
- 5.16.090 ~~Sale postponed by chief of police.~~ [\[Reserved\]](#)
- 5.16.100 Article to be tagged.
- 5.16.110 ~~Exhibiting signs before obtaining license prohibited.~~ [\[Reserved\]](#)
- 5.16.120 ~~Advertising.~~ [\[Reserved\]](#)
- 5.16.130 Dealings with minors.
- 5.16.140 ~~Redemption period.~~ [\[Reserved\]](#)
- 5.16.150 Inspection of articles and records.
- 5.16.155 Denial and revocation criteria.
- 5.16.160 Revocation and suspension procedure.
- 5.16.165 Appeals.
- 5.16.170 Penalties.
- 5.16.180 Injunction.
- [5.16.190 Administrative Policies and Procedures](#)

### **5.16.010 Purpose.**

The purpose of this chapter is to provide strict regulation of certain business activities that the council finds present an extraordinary risk of being used as a means of concealing criminal behavior involving the theft of property. This risk is present despite the best efforts of legitimate dealers because of the large volume of goods and material that are processed in such businesses. Therefore, this chapter is intended to reduce this type of criminal activity by providing more timely police awareness of such business transactions. The council finds that the regulation provided herein are necessary, and the need for the regulation outweighs any anticompetitive effect that may result from their adoption. (Ord. 2491 § 1, 1986)

### **5.16.020 Licenses and fees.**

Every person who is a pawnbroker or secondhand dealer shall obtain from the city an annual license to conduct such business. The fees to be charged for the annual license shall be those fees established by the general licensing ordinance of the city. (Ord. 2491 § 2, 1986)

### **5.16.030 Exclusions.**

The terms of this chapter, except those terms relating to licensing, shall not apply to the following:

- (1) To sales conducted by sheriffs, constables or other public officers who are acting according to law in their official capacity.

(2) To regularly licensed business establishments whose gross sales of new merchandise are more than 60 percent of its gross sales. Anyone relying upon this exclusion shall file with the city, upon demand, a written statement as approved by the city showing gross sales.

(3) To the business of selling at auction livestock, poultry or agricultural products.

(4) To a single auction sale that is conducted by the owner of the goods, or someone under his immediate supervision and control, upon the premises of the owner where such goods have been held or stored. No more than one such auction sale may be held on the premises during any 12-month period.

(5) To garage, basement or occasional sales as herein defined.

(6) To charitable or religious organizations. (Ord. 2491 § 3, 1986)

(7) To the sale of property purchased from manufacturers or wholesale dealers having an established place of business, or secured from any person doing business and having an established place of business in the city, provided that such goods shall be accompanied by a bill of sale or other evidence of legitimate purchase and must be shown to the chief of police or any police officer upon written order of the chief of police.

#### **516.040 Definitions.**

The following words and phrases shall have the meaning ascribed to them in this section:

(1) "Crimes of moral turpitude" means a crime which requires as an element of the crime a knowing or intentional act and has one of the following characteristics: fraud, deceit, dishonesty, harm to a specific victim, or illegal activity undertaken for personal gain.

(2) "Hearings officer" means the city council, or an outside party not affiliated with the city, hired or selected to conduct an appeals proceeding.

(3) "Pawnbroker" means any person engaged in conducting, managing or carrying on the business of loaning money for himself or for another, upon personal property, personal security, pawn or pledges, or engaged in the business of purchasing articles of personal property and reselling or agreeing to resell such articles to the vendors, or their assigns, at prices agreed upon at or before the time of such purchase.

(4) "Pawnshop" means any room, store or place in which a pawnbroker business is carried on or conducted.

(4)(5) "Police department" means the St. Helens Police Department.

(6) "Regulated property" means property of a type that has been determined by the chief of police to be property that is frequently the subject of theft, including new items as defined in this section as well as used items ~~such as~~ including but not limited to precious metals, precious gems, watches, sterling silver, electronic equipment, photography equipment, tools, musical instruments and cases, firearms, sporting equipment, gift cards, in-store credit cards, activated phone cards and household appliances. In order to enhance the police department's ability to reduce property crimes and recover stolen goods, a list of regulated property may be included in the administrative policies and procedures, and shall be updated by the chief of police. A copy

[will be kept on file in the police department.](#)

~~(5)~~(7) "Secondhand dealer" means any person who buys, sells or otherwise deals in secondhand tools, goods, wares or merchandise or other articles and things usually found in a secondhand store, except books, or any person who goes from house to house, or place to place, within the city, purchasing or soliciting the purchase of gold, silver or other precious metals or jewelry.

A "secondhand dealer" shall also include an auction market operator.

A "secondhand dealer" shall include the owner or occupant of any premises where a sale of secondhand or used merchandise commonly known as a "garage sale" or a "basement sale" is conducted, except such sales as satisfy all of the requirements of a "garage sale," "basement sale" or "occasional sale" as defined herein.

For the purposes of SHMC 5.16.050 through 5.16.090, a "secondhand dealer" shall include an antique dealer or anyone holding himself out as an antique dealer.

~~(6)~~(8) "Garage sale," "basement sale," or "occasional sale" means a sale of quantity of merchandise, clothes, household goods, personal property, etc., previously used or acquired for use by any person, which sale is of a duration of less than three days and which sale is more than 12 months from any previous such sale on the same premises. (Ord. 3055 § 1, 2007; Ord. 2491 § 4, 1986)

#### **5.16.050 Application requirements.**

The applicant for a secondhand dealer's license shall provide the information required on the city's secondhand dealer license application, and the appropriate nonrefundable license fee, at least 30 days prior to the date the license is requested to be effective. The application shall require:

(1) The name, address, telephone number, date of birth, and principal occupation of the applicant.

~~(2) If the proposed business is a partnership, corporation, limited liability company, or any other business entity recognized by the state of Oregon, the names, addresses, and dates of birth of all partners, officers, directors, members, or any other person who will be directly engaged or employed in the management or operation of the entity. If the applicant intends to conduct the business under an assumed name, the assumed name also shall be stated. Whether the applicant will be a sole proprietorship, partnership, limited partnership, family limited partnership, joint venture, association, cooperative, trust, estate, corporation, personal holding company, limited liability company, limited liability partnership or any other form of organization for doing business.~~

~~(a) If a partnership, the application must set forth the names, birth dates, addresses, telephone numbers, and principal occupations, along with all other information required of any individual applicant, of each partner, whether general, limited, or silent, and the respective ownership shares owned by each;~~

~~(a)(b) If a corporation, or limited liability company, the application must set forth the corporate or company name, copies of the articles of incorporation or organization and~~

the corporate by-laws or operating agreement, and the names, addresses, birth dates, telephone numbers, and principal occupations, along with all other information required of any individual applicant, of every officer, director, members or managers, and shareholder (owning more than five percent of the outstanding shares) and the number of shares held by each.

(3) The address of the place where the licensee will conduct his business and a statement of the kind of business which the applicant intends to conduct.

(4) The web address of any and all web pages used to acquire or offer for sale regulated property on behalf of the secondhand dealer, and any and all internet auction account names used to acquire or offer for sale regulated property on behalf of the secondhand dealer.

(5) Written proof that all principals are at least 18 years of age.

(6) Each principal's business occupation or employment for the 3 years immediately preceding the date of application.

(7) The business license and permit history of the applicant in operating a business identical to or similar to those regulated by Chapter 5.16.

(8) If the applicant does not own the business premises, a true and complete copy of the executed lease (and the legal description of the premises to be permitted) must be attached to the application.

(9) All arrests or convictions of each principal enumerated in paragraphs 1 through 7 of this Section.

~~(2)~~(10) Upon request, principals and employees shall submit to the chief of police the following information: fingerprints, passport size photographs, and a copy of the signature initials to be used by persons on transaction report forms. Principals and employees must submit new photos if requested to do so by the chief of police.

~~(3)~~(11) Any other information appropriate to determine the ownership, location, management, purpose, and any other factors related to the operation of a secondhand dealer, and the appropriate non-refundable secondhand dealer license fee as set by resolution.

~~(4)~~(12) The applicant to sign under penalty of perjury and false swearing. (Ord. 3055 § 2, 2007; Ord. 2491 § 5, 1986)

#### **5.16.055 License characteristics.**

(1) Nontransferable. A license issued pursuant to this chapter is nontransferable.

(2) Revocable. A license issued pursuant to this chapter may be revoked as provided in SHMC 5.16.155 and 5.16.160. (Ord. 3055 § 3, 2007)

#### **5.16.060 ~~Police-approved register to be kept~~ Reporting of Transactions.**

Every pawnbroker and secondhand dealer shall provide the police department all required information as set forth by the police department for each regulated property transaction (not

including sales) on the same day as the regulated property transaction occurs. The chief of police may designate the format for the transfer of this information and may direct that it be communicated to the police department by means of mail, the internet, or other computer media. ~~keep a book record of all articles purchased or received by him, which record shall at all times during business hours be open to the inspection of any police officer.~~

(1) In any such case that the chief of police directs that the information be transmitted via computer media, the chief of police may also direct the system that will be utilized in order to ensure conformity among all secondhand dealers.

(2) If, after establishing the format and requirements for the transmission of computerized reports of transactions, the chief of police alters the required format, secondhand dealers will be given at least 60 days to comply with the new format requirements. If unable to implement the reporting system before the deadline, a secondhand dealer must submit a written request for additional time to the chief of police before the deadline.

(3) Pawnbrokers are required to report only new transactions. Loan renewals do not need to be reported.

(4) Secondhand dealers and pawnbrokers may request an exemption from the standard reporting format. This exemption will allow secondhand dealers and pawnbrokers to, as an alternative, submit their transactions on transaction report forms created by the chief of police. The request for this exemption must be made in writing to the chief of police. The police department will provide all secondhand dealers with transaction report forms at cost until 60 days after such time that the chief of police directs a change in the reporting method. The chief of police may specify the format of the transaction report form. The chief of police may require that the transaction report form include any information relating to the regulations of this Chapter. Secondhand dealers may utilize their own forms, in lieu of those supplied by the police department, if the chief of police has approved such forms. The declaration of proof of ownership will be considered to be included in references in this Chapter to the transaction report form, as appropriate.

~~(1) — Such record shall include the signature and address of the person pledging any articles or things, or from whom the purchase is made by any pawnbroker or secondhand dealer licensed under the provisions of this chapter for all pledges or purchases on the business premises; for off-premises purchases, only the date and the address of the purchase must be recorded.~~

~~(2) — Such record shall show the hour of the day when such article was received on deposit, pledged or purchased, the number of the pawn ticket, amount loaned, if any, the amount of a purchase, and a complete description of each article left on deposit, pledged or purchased.~~

~~(3) — Each pawn ticket issued shall be numbered consecutively, and if stubs are used in connection with such pawn tickets, each stub shall be numbered consecutively to conform to the ticket.~~

~~(4) — If any article so left on deposit, pledged or purchased has engraved thereon any number, word or initial, or contains any setting of any kind, the description of such article in such record shall contain such number, word or initial and shall show the kind of settings and the number of each kind.~~

~~(5) — The record shall be made in the English language, in ink, in a clear, legible manner.~~

~~(6) — No secondhand dealer shall be required to record such description of any property purchased from manufacturers or wholesale dealers having an established place of business, or secured from any person doing business and having an established place of business in the city, but such goods shall be accompanied by a bill of sale or other evidence of legitimate purchase and must be shown to the chief of police or any police officer upon written order of the chief of police.~~

~~(7) — The record concerning articles or material shall be kept for at least one year after the date of receipt of such articles or material at the places of business.~~

~~When any licensee discontinues his business, such records or duly authenticated copies thereof shall be delivered to the city of St. Helens or disposed of as directed by it. (Ord. 2491 § 6, 1986)~~

#### **5.16.070 Record forms.**[Reserved]

~~In addition to other records and reports required to be kept by this title, all pawnbrokers and secondhand dealers shall, at the time of taking, receiving or purchasing any article in the business for which he is licensed, place the description of the following articles or things pledged, pawned, received or purchased upon a form which shall be provided by the police department:~~

~~(1) — Jewelry, gems, or precious metals with market value over \$30.00.~~

~~(1) — TV, video, and stereo equipment.~~

~~(1) — Cameras and camera equipment.~~

~~(1) — Firearms, operable or not operable.~~

~~(1) — Nonfurniture antique pieces with a market value over \$200.00.~~

~~(1) — Power tools.~~

~~The form provided herein shall be of such size, shape and color and shall require such information as the chief of police and city council may direct. The description of any article pledged, pawned, received or purchased shall be such description as may be called for by the form. The pawnbroker or dealer shall fill in the blank spaces on such form with such data as is required by the form.~~

~~Every person coming within the provisions of this section shall deliver to the chief of police of the city, every Monday before the hour of 12:00 noon, all of such forms describing goods, articles or things pledged, pawned, bought, taken or received by him during the preceding week. All of such forms must be fully completed in the manner specified in this section. (Ord. 2491 § 7, 1986)~~

#### **5.16.080 Regulated Pproperty sales.**

(1) Regulated property is subject to the following limitations:

(a) Holding period: Regulated property acquired by any secondhand dealer or pawnbroker must be held for a period of 30 full days from the date of acquisition. Pawnbroker loan transactions are exempt from the 30-day hold requirements of 5.16.080 because of the redeemable nature of the loans and the holding requirements in ORS 726. However, if the loan is converted to a buy by the pawnbroker within 30 days from the date of the pawn transaction, the difference between the original date of the pawn and the buy will count toward the 30-day hold requirement. All other provisions of 5.16.080 remain in effect.

(b) Requirements of held property: All held property must remain in the same form as when received, must not be sold, dismantled or otherwise disposed of, and must be kept separate and apart from all other property during the holding period to prevent theft or accidental sale and to allow for identification and examination by the police department. Held property must be kept at the business location during this holding period so that it can be inspected during normal business hours (as provided in Section 5.16.150). Held property, other than property on police hold, may be held in a place within public view, as long as the other requirements of A.2 are met.

(c) Held property requirements do not apply if:

(i) The property is received from a secondhand dealer or pawnbroker regulated by the City of St. Helens who has already satisfied the holding requirements of this chapter and the secondhand dealer or pawnbroker records the original transaction report number on the transaction report completed for the new transaction, or

(ii) If a customer, who originally purchased property from a secondhand dealer or pawnbroker, returns it to that secondhand dealer or pawnbroker with the original receipt.

(2) Notwithstanding Subsection 5.16.080 A., the chief of police may determine that certain types of transactions pose a reduced risk of being an outlet for the sale of stolen property and therefore may modify the hold period and/or reporting requirements for those types of transactions. Those transactions and the modified requirements are described in the administrative policies and procedures available at the police department.

(3) Upon reasonable belief that an item of regulated property is the subject of a crime, any police officer may provide notice to any secondhand dealer or pawnbroker that a specifically described item of regulated property must be held in a separate police hold area for a period not to exceed 30 days from the date of notification, and is subject to the requirements of subsection A.2 above. The hold may be extended an additional 30 days upon notice provided to the secondhand dealer or pawnbroker that additional time is needed to determine whether a specific item of regulated property is the subject of a crime. The secondhand dealer or pawnbroker shall comply with the hold notice and notify the police department of the hold notice not later than five calendar days from the day the notice was received, either by telephone, fax, email, or in person. A secondhand dealer or pawnbroker must notify the police department of their intent to dispose of any item of regulated property under police hold at least 10 days prior to doing so.

(a) A police hold area must meet the following criteria:

(i) Located out of public view and access, and

(ii) Marked "Police Hold," and

(iii) Contain only items that have been put on police hold.

(b) Secondhand dealers and pawnbrokers may maintain up to three police hold areas as necessary for the safe storage of high value items, physically large items, and general merchandise put on police hold.

(c) If it is not possible or practical to move an item to or store an item in the police hold area, a secondhand dealer or pawnbroker may submit a written request to the chief of police for approval to keep the item with other held property. Approval may be granted with the understanding that the item will be clearly marked as being on police hold and kept from public view and access.

(4) Upon probable cause that an item of property is the subject of a crime, the chief of police may take physical custody of the item or provide written notice to any secondhand dealer or pawnbroker to hold such property for a period of time as determined by the chief of police, not to exceed the statute of limitations for the crime being investigated. Any property placed on hold pursuant to this subsection is subject to the requirements found in A.2 of this subsection, and will be maintained in the police hold area unless seized or released by the police department. Seizure of property will be carried out in accordance with Oregon Revised Statutes.

(5) If a secondhand dealer or pawnbroker acquires regulated property with serial numbers, personalized inscriptions or initials, or other identifying marks which have been destroyed or are illegible due to obvious normal use, the secondhand dealer or pawnbroker shall continue to hold the property at the business location for a period of 90 full days after acquisition. The secondhand dealer or pawnbroker must notify the police department by writing "90 day hold" next to the item on the transaction report or by an electronic means approved by the chief of police. The held property must conform to all the requirements found in A.2 of this subsection.

(6) If a secondhand dealer or pawnbroker receives information that leads to an objectively reasonable basis to believe that any property already at his/her business location has been previously lost or stolen, he/she must report that belief to the police department by day's end. The notice must include the transaction report number and any additional information regarding the name of the owner, if known.

(7) If a peace officer seizes any property from a secondhand dealer or pawnbroker; the secondhand dealer or pawnbroker must notify the police department of the seizure not later than five calendar days from the day the seizure occurs. The secondhand dealer or pawnbroker must provide the name of the agency, the name of the peace officer, the number of the receipt left for the seizure, and the seized property information. Notification to the police department may be given by telephone, fax, email, or in person.

(8) Any property purchased by the dealer which is proven to be stolen property may be seized by the police department and may not be released to anyone other than the Dealer secondhand dealer or pawnbroker unless the property is released to:

(a) Another law enforcement agency that has provided documentation to the satisfaction of the Chief of Police of the stolen status of the property, or

(b) A person who reported the property as stolen; and

(i) A stolen property report has been filed with a law enforcement agency where making an untruthful report is a violation of the law, and

(ii) A notice has been delivered to the [secondhand dealer or pawnbroker Dealer](#) holding the property or from whom the property was seized.

(c) The notice required by this subsection will state that the property will be released to the person who has filed the stolen property report unless the [secondhand dealer or pawnbroker Dealer](#) or pawner/seller files a motion for return of seized property within 10 days of the date of the notice and in the manner set forth in the notice.

(d) The notice required by this subsection will be sent electronically with a request for acknowledgement, or delivered in person to the [secondhand dealer or pawnbroker Dealer](#) at the email or physical address shown on the [secondhand dealer's or pawnbroker's Dealer's](#) permit application or most recent permit renewal application, and to the pawner/seller at the address shown in the transaction report required by Section [14B.0905.16.060](#).

(e) The notice required by this subsection will provide the information necessary to submit a motion for return of seized property.

(f) The failure of any person to receive the notice required in this subsection will not invalidate or otherwise affect the proceedings of this subsection.

~~No property listed in SHMC 5.16.070 shall be sold from the pawnbroker or secondhand dealer's place of business for seven full days after purchase. (Ord. 2491 § 8, 1986)~~

#### **5.16.090 ~~[Reserved] Sale postponed by chief of police.~~**

~~Whenever the chief of police, or any police officer, on the written order of the chief of police, a copy of which order shall be served, shall notify any pawnbroker or secondhand dealer not to sell any property received on deposit or purchased, or permit the same to be redeemed, the property shall not be sold, permitted to be redeemed, or otherwise disposed of until such time as may be determined by the chief of police, not exceeding 15 days from the day of notice aforesaid. Any property purchased by the dealer which is proven to be stolen property may be seized by the police department and may be returned to the rightful owner without any recovery of purchase price to the dealer from the owner or the city. (Ord. 2491 § 9, 1986)~~

#### **5.16.100 Article to be tagged.**

~~Any pawnbroker or secondhand dealer shall affix a tag to every item of regulated property, which must contain a unique, legible number. That unique number must either be the same as the transaction report number for that item or be referenced to the transaction report required by the police department or assigned by the approved reporting method described in the police department's administrative policies and procedures. After the holding period has expired, the transaction number must remain identifiable on the property until the sale of the property. receiving in pledge, by purchase, or otherwise, any article or goods shall affix to the article or goods a tag upon which shall be written a number in legible characters, which number shall correspond to the number in the book required to be kept as heretofore provided or provide an alternative form of identifying article to correspond to the book record approved by the chief of police. (Ord. 2491 § 10, 1986)~~

(1) After the applicable holding period has expired, hand tools, or items that are sold with other like items and have no identifiable numbers or markings need not remain tagged.

(2) After the applicable holding period has expired, items that are remanufactured need not remain tagged.

**5.16.110 ~~[Reserved]~~ Exhibiting signs before obtaining license prohibited.**

~~No person or persons shall exhibit any sign usually known as a "pawnbroker's sign," such as three balls, or any number of balls, or advertise as a pawnbroker or secondhand dealer without first obtaining from the city the license required by this title for such business. (Ord. 2491 § 11, 1986)~~

**5.16.120 ~~Advertising~~ [Reserved].**

~~Secondhand dealers shall not advertise any feature of their business as rummage sales. (Ord. 2491 § 12, 1986)~~

**5.16.130 ~~Dealings with miners~~ Prohibited Acts.**

(1) It is unlawful for any person regulated by Chapter 5.16:

(a) To receive any property from any person:

(i) Known to the principal, employee or secondhand dealer or pawnbroker to be prohibited from selling by a court order,

(ii) Under the age of 18 years unless the person's parent or guardian complete the applicable information on the declaration of proof of ownership,

(iii) About whom the principal, employee or secondhand dealer or pawnbroker has been given notice by law enforcement as having been convicted of burglary, robbery, theft or possession of or receiving stolen property within the past ten years whether the person is acting in his or her own behalf or as the agent of another who meets the above criteria;

(b) To receive property prohibited by this chapter or the police department's administrative policies and procedures, including:

(i) Medications;

(ii) Property with serial numbers, personalized inscriptions or initials or other identifying marks that appear to have been intentionally altered or rendered illegible.

(c) To receive property that a reasonable person under similar circumstances would believe is more likely than not stolen, except as allowed by the police department's administrative policies and procedures. A later determination regarding whether or not an item is found to be stolen will not be used as a factor to determine whether a secondhand dealer or pawnbroker has violated this subsection.

~~No pawnbroker or secondhand dealer shall buy or receive on deposit, or for pledge, any article~~

~~or thing whatsoever from any person under the age of 18; nor shall any pawnbroker or secondhand dealer sell to any person under 18 years of age any knife having a blade that projects or swings into position by force of spring or by centrifugal force and commonly known as a switchblade knife, any dirk, dagger, ice pick, sling shot, metal knuckles, or any similar instrument by the use of which injury could be inflicted upon the person or property of any other person. (Ord. 2676, 1994; Ord. 2491 § 13, 1986)~~

#### **5.16.140 ~~Redemption period~~[Reserved].**

~~It shall be the duty of every pawnbroker to allow any person accepting a loan for less than \$30.00 a period of six months in which to pay for same before the same becomes forfeitable; and all sums over \$30.00 a period of one year before the same becomes forfeitable. (Ord. 2491 § 14, 1986)~~

#### **5.16.150 Inspection of articles and records.**

All persons licensed to do business as a pawnbroker, an antique dealer or secondhand dealer, and any person employed thereby, shall permit the chief of police, or his designee, upon presentation of official identification, entry to such business premises for the limited purpose of inspecting any articles regulated property purchased or for sale in the business ~~as regulated by this chapter~~ and currently being held ~~pursuant to SHMC 5.16.070~~ and/or the records incident thereto, to ensure compliance with the provisions of this chapter. Any such inspection shall only be authorized during normal business hours. The chief of police, or his authorized designee, will first present proper credentials to the appropriate party and request entry. If such entry is refused, the chief of police, or his authorized designee, will have recourse to any remedy provided by law to obtain entry. (Ord. 3055 § 5, 2007; Ord. 2491 § 15, 1986)

#### **5.16.155 Denial and revocation criteria.**

Upon the application for a license by a pawnbroker or secondhand dealer, the city recorder shall refer the same to the city police for investigation preparatory to issuing a license. If it shall appear from such investigation or otherwise that a pawnbroker or secondhand dealer license should not be granted to said applicant or applicants, the chief of police shall notify the city recorder to that effect. The chief of police shall set forth the criteria given in this section that support his decision to deny a license. The applicant may appeal from this finding in accordance with SHMC 5.16.165, but while the appeal is pending a license shall not be granted. The city may deny or revoke a license on a finding that:

- (1) The applicant fails to meet the requirements of this chapter, or is doing business in violation of this chapter, zoning regulations, or applicable federal, state, or local law.
- (2) The applicant has provided false or misleading information, or has omitted disclosure of a material fact on the application, related materials, or license.
- (3) The applicant does not have the state-issued license required by ORS 726.040 and the applicant is applying for a license to conduct a pawnbroker business as defined in SHMC 5.16.040(3).
- (4) The applicant's past or present violations of law consist of crimes of moral turpitude, including, but not limited to, theft or the receipt of stolen property. (Ord. 3159 § 1, 2012; Ord. 3055 § 4, 2007)

#### **5.16.160 Revocation and suspension procedure.**

(1) When any licensee fails to comply with any provision of this chapter, the city administrator may, by order, revoke or suspend any license granted by the city. Before taking any such action, the city shall set a time for the licensee to appear before it to be heard, either in person or by attorney, in opposition to such action. The city administrator shall give the licensee at least 10 days' notice by registered mail addressed to the licensee at his last address, as shown by the license records, of the time of the hearing, of the action intended to be taken and the reason for such action. Within 30 days after such hearing, the city administrator shall make and enter in city records an order setting forth its findings, determination and action, notice of which shall be given the licensee by mailing a copy thereof by registered mail to the licensee at his last address as shown by the license records. The licensee shall have the right to appeal such determination in accordance with SHMC 5.16.165.

(2) In the event a licensee is convicted for any violation of this chapter, such conviction shall be sufficient ground for summary suspension or revocation of his license without notice and hearing by order made and entered as provided in subsection (1) of this section. (Ord. 3055 § 5, 2007; Ord. 2491 § 16, 1986)

#### **5.16.165 Appeals.**

Any person aggrieved by the city's decision to deny or revoke their secondhand dealer license may appeal such action to a hearings officer through the following procedures:

(1) A person appealing the city's action shall, within 10 days of such action and notice, file a written notice of appeal with the city recorder. The written notice shall include: the name and address of the appellant, the nature of the decision being appealed, the reason(s) the original decision is alleged to be incorrect, and the result the appellant desires on appeal.

(2) The city recorder shall fix the time for the appeal to be heard by the hearings officer, place the hearing of the appeal upon the calendar of the hearings officer, and notify the appellant of the time fixed no less than 10 days prior to that time.

(3) The appellant shall pay a nonrefundable appeals fee, [set by resolution of the city council](#), to facilitate the appeal.

(4) The appellant shall be entitled to appear personally, or by counsel, to present such facts and arguments as may tend to support his or her appeal.

(5) The hearings officer shall take such action upon the appeal as he or she sees fit and such action by the hearings officer shall be final.

(6) A decision to revoke a license made by the city shall be stayed pending the outcome of an appeal properly filed pursuant to this section. However, a decision to deny a license made by the city shall be enforced pending the outcome of an appeal properly filed pursuant to this section.

(7) Failure to strictly comply with the applicable appeal requirements, including, but not limited to, the required elements for the written notice of appeal, time for filing, and payment of the applicable appeal fee, shall constitute jurisdictional defects resulting in the summary dismissal of the appeal.

(8) If the appellant loses on appeal, the appellant will be held financially responsible for the cost to the city of the appeal, including, but not limited to, the hiring of the hearings officer, if any. (Ord. 3055 § 4, 2007)

#### **5.16.170 Penalties.**

A violation of any of the provisions of this chapter shall constitute a Class C misdemeanor. (Ord. 3055 § 13, 2007; Ord. 2491 § 17, 1986)

#### **5.16.180 Injunction.**

Any violation of the provisions of this chapter may be restrained or enjoined by suit in circuit court. (Ord. 2491 § 18, 1986)

#### **5.16.190 Administrative Policies and Procedures**

The chief of police may implement the requirements and specifications of this chapter. Administrative policies and procedures stemming from this chapter will be maintained by the police department and copies will be provided to all secondhand dealers and pawnbrokers.

**City of St. Helens**  
**RESOLUTION NO. 1759**

A RESOLUTION ENDORSING ADOPTION BY COLUMBIA COUNTY OF THE PROVISIONS OF OREGON SENATE BILL 1513, A BILL AUTHORIZING COUNTIES TO EXEMPT UP TO \$250,000 OF ASSESSED VALUATION OF EACH HOMESTEAD OWNED AND OCCUPIED BY A SURVIVING SPOUSE OF A FIRE SERVICE PROFESSIONAL, POLICE OFFICER, OR RESERVE OFFICER KILLED IN THE LINE OF DUTY FROM AD VALOREM TAXES IMPOSED BY ALL TAXING JURISDICTIONS

**WHEREAS**, the City of St. Helens represents the citizens of St. Helens and is concerned with the safety, well-being and quality of life of its citizens; and

**WHEREAS**, firefighters and law enforcement officers provide essential emergency services to the citizens of their respective communities in protecting the lives and property of those citizens; and

**WHEREAS**, the Columbia River Fire & Rescue District firefighters cover over 100 square miles of Columbia County on a 24-hour, 365-day basis; and

**WHEREAS**, the population of both the Fire District and Columbia County has increased significantly over the past decade, and the corresponding increase in calls for emergency services has closely paralleled that trend; and

**WHEREAS**, firefighters and law enforcement officers are daily exposed to a wide variety of hazardous situations, many of which are life-threatening in nature; and

**WHEREAS**, Columbia County has experienced first responder line-of-duty deaths; and

**WHEREAS**, nationally, there continues to be an average of 100 firefighter deaths and 125 law enforcement line-of-duty deaths annually; and

**WHEREAS**, the City leadership firmly supports the firefighters and law enforcement personnel and their families.

**NOW, THEREFORE, BE IT RESOLVED**, that the St. Helens City Council hereby formally expresses and records its endorsement and support for County adoption of Senate Bill 1513 as soon as possible.

**Approved and adopted** by the City Council on September 7, 2016, by the following vote:

Ayes:

Nays:

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Doug Morten, Council President

ATTEST:

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Kathy Payne, City Recorder

**City of St. Helens**  
**RESOLUTION NO. 1760**

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST. HELENS  
APPROVING LOCAL CRITERIA FOR COMPANIES APPLYING FOR SOUTH  
COLUMBIA COUNTY ENTERPRISE ZONE AND LOWER COLUMBIA ENTERPRISE  
ZONE EXTENDED PROPERTY TAX EXEMPTIONS**

**WHEREAS**, Oregon Enterprise Zones are authorized by the State of Oregon to provide economic incentives through short term property tax relief to businesses and industries providing capital investments resulting in job growth primarily for local residents; and

**WHEREAS**, there are two separate and distinct Enterprise Zones created within Columbia County, one of which includes a portion of Clatsop County; and

**WHEREAS**, the Lower Columbia Maritime Enterprise Zone has five (5) co-sponsors comprised of the City of Rainier, the City of Clatskanie, the Port of St. Helens, Columbia County, and Clatsop County; and

**WHEREAS**, the South Columbia County Enterprise Zone has six (6) co-sponsors, comprised of the City of Scappoose, the City of St. Helens, the City of Columbia City, the City of Vernonia, the Port of St. Helens, and Columbia County; and

**WHEREAS**, the Executive Director of the Columbia County Economic Team is designated as the Enterprise Zone Manager for both Enterprise Zones; and

**WHEREAS**, the Board of the Columbia County Economic Team approves and recommends that the Enterprise Zone co-sponsors approve the criteria for extended benefits.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of St. Helens authorizes that the following criteria be applied to applications from companies seeking extended enterprise zone benefits:

- During the period of Enterprise Zone Benefits applicant companies agree to pay average wage rate of one-hundred and fifty percent (150%) of the County's most current average wage rate as approved by the State of Oregon; and
- Companies agree to remit ten percent (10%) of the abatement in betterment for economic development within Columbia County; and
- Companies agree to enter into a First Source Hiring Agreement with local employment agencies to hire qualified Columbia County residents.

**Approved and adopted** by the City Council on September 7, 2016, by the following vote:

Ayes:

Nays:

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Doug Morten, Council President

ATTEST:

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Kathy Payne, City Recorder

**City of St. Helens**  
**RESOLUTION NO. 1761**

**A RESOLUTION ESTABLISHING DROP BOX RATES  
AND SUPERSEDING RESOLUTION NO. 1718**

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

**WHEREAS**, this year's CPI index was 145.850, up from 144.917 in July of 2015, which was an annual change of 0.644%; and

**WHEREAS**, one-half of the annual percent change in the CPI for this year would be 0.322%; and

**WHEREAS**, it is essential that this expense to the City's commercial drop box franchise holder be passed on to their customers effective October 1, 2016.

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

**Section 1.** Effective October 1, 2016, commercial drop box rates for the City of St. Helens at the Columbia County Transfer Station disposal site are hereby adopted as follows:

**PICK-UP, DELIVERY AND DISPOSAL FEES**

<u>Box Size</u>	<u>Fees</u>
40 yards	\$ 141.63
30 yards	\$ 141.63
20 yards	\$ 134.54
10 yards	\$ 128.13

**COMPACTED PICK-UP, DELIVERY AND DISPOSAL FEES**

<u>Box Size</u>	<u>Fees</u>
30 yards	\$269.77 plus 5% franchise fee plus \$87.15 disposal fee per ton

**MISCELLANEOUS FEES**

Rental per day – all sizes	\$ 4.31
Rental per month – all sizes	\$ 86.32
Mileage – all sizes	\$ 1.70
Disposal fee per ton	\$ 87.15

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

**Section 2.** Resolution No. 1718 is hereby superseded by this Resolution.

**Approved and adopted** by the City Council on September 7, 2016, by the following vote:

Ayes:

Nays:

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Doug Morten, Council President

ATTEST:

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Kathy Payne, City Recorder



**WASTE MANAGEMENT**

720 4th Ave, Suite 400  
Kirkland WA 98033

August 30, 2016

City of St. Helens

Attention: John Walsh, City Administrator

Re: 2016 Inflation Adjustment

Please find the enclosed 2016 rate schedule for Garbage Drop Box collection services provided by Waste Management to the residents of the City of St. Helens.

These rates are based upon the published Consumer Price Index, for All Urban Consumers for West-C, as prepared by The United States Department of Labor, Bureau of Labor Statistics from July of 2015 to July 2016. This year's CPI index was 145.850, up from 144.917 in July of 2015, which was an annual change of 0.644%. Per our contract, Waste Management is allowed 50% of this annual change not to exceed 1.5%, which results in a 0.322% increase.

Please review this schedule and let me know of any discrepancies, as Waste Management will adjust our billing system to reflect these changes. Implementation of these rates will take effect on October 1, 2016.

Waste Management looks forward to providing quality Garbage Drop Box collection services to the City of St. Helens in the years ahead.

Sincerely,

A handwritten signature in blue ink that reads 'Kirk Duncan'.

Kirk Duncan  
District Manager, Columbia County  
Waste Management of Oregon, Inc.  
1525 B Street  
Forest Grove, OR 97116  
503-992-3015

**Waste Management - Columbia County Operations**  
**St. Helens - Rates for Drop Box Services**  
**As of October 1, 2016**

		CPI		CPI
		0.167%		0.322%
		11/1/2015		10/1/2016
10 Yard Drop Box Haul	\$	127.72	\$	128.13
20 Yard Drop Box Haul	\$	134.11	\$	134.54
30 Yard Drop Box Haul	\$	141.18	\$	141.63
40 Yard Drop Box Haul	\$	141.18	\$	141.63
Compactor Haul	\$	268.90	\$	269.77
Rental Per Day - All sizes	\$	4.30	\$	4.31
Rental Per Month - All sizes	\$	86.04	\$	86.32
Mileage - All sizes	\$	1.69	\$	1.70
Disposal Rate/Ton	\$	86.00	\$	87.15

**Plus 5% franchise fee added to total monthly charge**

**Section 6. Franchise Fee.** In consideration of the rights, privileges and franchise herein granted, the Franchise Holder shall pay to the City of St. Helens an annual franchise fee equal to Five (5) percent of annual Gross Receipts of the Franchise Holder within the City of St. Helens. The payment of franchise fees will be on a quarterly basis, and is due and payable within thirty (30) days of the end of the quarter. No later than ninety (90) days following the close of the Franchise Holder's fiscal year, the Franchise Holder shall submit a written report to the City Administrator, which shall include:

- a) a summary of the previous year's customers, services provided, and new services, if any; and
- b) a calculation of Gross Receipts within the City of St. Helens and the franchise fee due for the previous year.

**Section 7. Rates.** The rates to be charged for collection of Solid Waste under this Franchise are set forth on **Exhibit A** attached hereto and shall be adjusted in accordance with Sections \* and 9 below.

**Section 8. Annual Rate Adjustment.** The rates shall be adjusted on October 1, 2011 and annually thereafter, by a percentage equal to one-half of the annual percent change in the Consumer Price Index ("CPI"), July to July, for All Urban Consumers for West-C, all Items (1982-84 = 100) as published by the Bureau of Labor Statistics not to exceed one and one-half percent (1.5%). (<http://www.bls.gov/cpi/home.htm>). Franchise Holder shall notify the City of any rate adjustments hereunder at least THIRTY (30) days in advance, provided however, that Franchise Holder's failure to notify City of such rate adjustments prior to the annual adjustment date shall not waive Franchise Holder's right to adjust rates at any time thereafter.

**Section 9. Other Rate Adjustments.** The Franchise Holder may at any time request a rate revision whenever a significant change in revenue or expenses occurs or is anticipated. In the event the Franchise Holder requests a rate revision, the City shall consider such request in good faith and shall act upon the request without undue delay, but in no case later than 60 days from the date the request was made. In determining reasonable rates, Council shall consider all relevant factors, and the Parties shall work in good faith to develop and adjust rates, as necessary, to all of Franchise Holder to earn a reasonable rate of return. The City agrees that it shall not unreasonably withhold its consent or unreasonably delay a rate review request submitted by Franchise Holder.

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**Consumer Price Index - All Urban Consumers**  
**Original Data Value**

Series Id: CUURX400SA0  
 Not Seasonally Adjusted  
 Area: West - Size Class B/C  
 Item: All items  
 Base Period: DECEMBER 1996=100  
 Years: 2002 to 2016

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2	% of Change	0.50% of change	Not to exceed 1.5%
2002	111.900	112.400	112.800	113.700	112.500	112.200	112.500	113.000	113.100	113.300	113.100	113.100	112.800	112.600	113.000			
2003	113.800	114.500	115.400	114.900	114.700	114.400	115.100	115.500	115.600	115.500	114.900	115.200	115.000	114.600	115.300			
2004	116.000	117.000	117.900	117.800	118.200	117.900	117.900	118.100	118.400	119.200	119.300	119.000	118.100	117.500	118.700			
2005	119.500	119.600	120.400	121.400	121.300	121.100	121.300	122.000	123.100	123.600	122.800	121.800	121.500	120.600	122.400			
2006	122.900	123.700	124.200	124.900	125.700	125.600	125.600	126.200	125.900	125.500	125.100	125.000	125.000	124.500	125.600			
2007	126.244	126.805	127.848	128.843	129.129	129.262	129.067	128.939	129.064	129.866	130.581	130.481	128.844	128.022	129.666			
2008	131.328	131.538	132.896	133.694	134.023	135.283	136.021	135.207	134.834	133.795	131.440	129.725	133.315	133.127	133.504			
2009	130.682	131.636	131.775	131.912	131.990	132.952	132.774	132.756	133.128	133.618	133.335	133.132	132.474	131.825	133.124	-2.387%	-1.194%	-1.194%
2010	133.366	133.513	133.863	134.133	133.889	133.635	133.685	133.704	133.544	133.745	133.930	134.328	133.778	133.733	133.823	0.686%	0.343%	0.343%
2011	134.917	135.826	137.200	138.174	138.598	138.269	138.128	138.171	138.564	138.696	138.411	138.017	137.748	137.164	138.331	3.323%	1.662%	1.500%
2012	138.465	138.997	140.235	140.619	140.834	140.375	139.645	139.971	140.600	140.847	140.287	139.768	140.054	139.921	140.186	1.098%	0.549%	0.549%
2013	139.865	141.072	141.573	141.788	141.838	141.805	141.940	142.228	142.277	141.954	141.736	141.751	141.652	141.324	141.981	1.643%	0.822%	0.822%
2014	141.998	142.120	142.813	143.077	144.253	144.522	144.435	144.317	144.506	144.214	143.398	142.669	143.527	143.130	143.923	1.758%	0.879%	0.879%
2015	142.022	143.005	143.887	144.426	145.346	145.198	144.917	144.752	144.507	144.379	143.595	143.398	144.119	143.981	144.258	0.334%	0.167%	0.167%
2016	143.932	144.128	144.264	145.128	145.942	145.866	145.850							144.877		0.644%	0.322%	0.322%

## COUNCIL ACTION SHEET

<b>To:</b>	The Mayor and Members of City Council	
<b>From:</b>	Sue Nelson, Public Works Engineering Director Neal Sheppard, Public Works Operations Director	
<b>Date:</b>	7 September 2016	
<b>Subject:</b>	Award Purchase of Public Works Vehicle	

### Background:

The current 2016/2017 Budget includes \$50,000 for the purchase of a new pickup for use by the Public Works Department. The new vehicle will replace Vehicle No. 9, a 2007 Chevrolet Silverado. Vehicle No. 9 will continue to be used as a fleet vehicle by replacing Vehicle No. 71, a 1997 Ford Ranger, which was recently moved from the Public Works fleet and provided to the new part-time building inspector.

Specifications for the new vehicle were prepared by the City mechanics, and reviewed and approved by the Public Works Operations Director. Four dealerships were contacted with the following results:

<b>FIRM</b>	<b>LOCATION</b>	<b>BID</b>
Emmert Motors	St. Helens, OR	\$35,644.00
GM Fleet	Portland, OR	\$46,149.00
Bud Clary Chevrolet	Longview, WA	No Bid
Carr Chevrolet	Beaverton, OR	No Bid

The purchase is identified in the approved 2016/2017 Budget as Capital Equipment, Trucks, GL 010-305-653500 with a total budget of \$50,000.

### Recommendation:

Council award bid for the pickup purchase to Emmert Motors in the amount of \$35,644.00.

### Enclosure~

Copies of bids



City of St. Helens  
Attn: Brett Long

Mr. Long,

This is in regards to your request for a quote on a 2016 Silverado.  
We have this vehicle in stock, ready for delivery.

We are offering this truck at invoice price minus rebates.

MSRP	46,860.00
Your Price	44,269.00
	<u>-9,000.00 Fleet Support</u>

Final Cost	35,269.00
	<u>+ 375.00 Tool Box</u>
	\$35,644.00

Thank you,  
Steven Tupper

Print



# 2016 SILVERADO 1500 CREW CAB, SHORT BOX LT Z71 4WD

**\$46,149\***

Includes \$3,000 Cash Back

MSRP <sup>1</sup> starting at	\$43,875
Destination Freight Charge	\$1,195

### OPTIONS

Summit White	\$0
Jet Black, Cloth Seat Trim	\$0
18" Bright-machined aluminum wheels	\$0
LT Plus Package	\$785
WT/LT Convenience Package	\$1,410
5.3L EcoTec3 V8 engine	\$1,195
6-speed automatic transmission	Standard
7200 lbs. GVWR	\$0
3.42 rear axle ratio	\$0
Chevrolet MyLink <sup>®</sup> audio system with 8" Diagonal Color Touch screen	\$0
Front 40/20/40 split-bench seat with under seat storage	\$0
Rear-window defogger	\$0
110-volt AC power outlet	\$0
P265/65R18 All-terrain blackwall tires	\$0
Spray-on bedliner	\$495

### TOW PACKAGE

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**ACCESSORIES**

Tool Box (60 Side Mount) - Associated Accessories	\$299
Brake Controller Package - Associated Accessories	\$95

**OPTIONS AND ACCESSORIES TOTAL** \$4,079\*\*

**TOTAL MSRP** \$49,149

Total Cash Offers -\$3,000

**PRICE** \$46,149\*

\* MSRP less cash offers. Tax, title, license and dealer fees extra. Residency restrictions apply. Not available with some other offers. See dealer for details.

\*\* MSRP excluding installation, taxes and wheel components (if applicable). Dealer prices may vary. Some accessories may require purchase of additional equipment and/or services. See your dealer for details.

† MSRP excludes tax, title, license and dealer fees. See dealer for details.

**USER’S AGREEMENT  
AND SOFTWARE LICENSE FOR  
LAW ENFORCEMENT CONTRIBUTORS  
OF THE  
REGIONAL AUTOMATED PROPERTY INFORMATION DATABASE (“RAPID”)**

This User’s Agreement (“Agreement”) is made effective on **August 1, 2016** (“Effective Date”) by and between the City of Portland, a municipal corporation of the State of Oregon, and its successors or assigns (hereinafter referred to as “City”) and **St. Helens Police Department** (hereinafter referred to as “NAMED USER”), by and through their duly authorized representatives. This Agreement has a five-year term and will expire on **July 31, 2021**. This Agreement may be renewed by Amendment for up to an additional five years, for a total term of ten years.

This Agreement may refer to the City and User individually as a “Party” or jointly as the “Parties.”

Authority to enter into the Agreement is pursuant to Oregon Revised Statutes (“ORS”) 190.110.

**RECITALS**

WHEREAS, in 2008 the City implemented the Regional Automated Property Information Database (“RAPID”), a cooperative multi-agency, multi-jurisdictional effort to share information regarding pawn and secondhand store transactions on a regional basis including, stolen and lost article data held by Oregon State Police (OSP), specifically OSP’s Law Enforcement Data System (“LEDS”), the Federal Bureau of Investigations (FBI) National Crime Information Center (“NCIC”) and Washington State Police (WSP), specifically WSP’s Washington Crime Information Center (“WACIC”); and

WHEREAS, the City has a contract (the “License Agreement”) with Business Watch International (“BWI”) which grants the City a license to use BWI’s Software in the RAPID system and to resell licenses for BWI’s Software to certain Users of RAPID;

WHEREAS, NAMED USER desires to be a Contributor to RAPID and obtain a Software license from the City along with the right to use and access RAPID as set forth herein; and

WHEREAS, the City and NAMED USER desire to enter into this Agreement and being fully advised;

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

**1.0 Definitions**

“Amendment” means a written document, required to be signed by authorized representatives of both Parties, which alters the terms and conditions of this Agreement.

“Authorized Use” means functions and capabilities that a User is assigned and able to perform based on User ID, password, and rights, as established and granted by the City or a RAPID administrator.

“BWI” means Business Watch International of Regina, Saskatchewan, Canada, the developer and licensor of the Software.

“Contributor” means a law enforcement agency that enters data into RAPID or has Dealers who submit current data for entry into RAPID. Contributors are required to have a Software license.

“Dealer” means a pawn shop, second-hand store or other commercial entity, such as a scrap metal dealer, engaged in the purchase or resale of goods who may encounter stolen property, and who is within the jurisdiction of a Contributor.

“Maintenance” means services provided by the City or BWI to keep RAPID operating at optimal performance levels and to respond to requests from Users for technical assistance.

“Non-Law Enforcement Participant (NLEP)” means a Participant that is not a law enforcement agency.

“Participant” means a law enforcement agency or other entity that accesses information in RAPID but does not submit current Dealer data into RAPID. Participants may search for data in the RAPID system.

“RAPID” means the Regional Automated Property Information Database, the cooperative effort of regional law enforcement agencies, initiated and managed by the City, to collect and share data on pawn, secondhand and metal recycler dealer transactions. RAPID may also refer to the Web-based information system that accesses the database.

“Software” means the proprietary or licensed computer programs, firmware, applications, or Operating System Software which are components of the RAPID System and are sublicensed to NAMED USER by the City pursuant to this User Agreement, specifically BWI’s Internet-based information reporting and exchange system RPDSS and ADXStudio’s related utility software, and including, without limitation, any custom Software or Customization, application software, base software, diagnostic software, Updates, Upgrades and any related Documentation to RPDSS and ADXStudio.

“Source Code” means a complete copy, expressed in high-level (i.e., human-readable; not machine language or object code) computer language, of the Software which, when assembled or compiled, becomes the executable object code of the Software.

“User” means a law enforcement agency or other authorized entity or individual that accesses RAPID. A User may be a Contributor or a Participant.

## **2.0 Software License and Maintenance**

2.1 NAMED USER is designated a User in the **Contributor** classification.

2.2 Subject to payment of all license fees as set forth in Exhibit A and compliance with the terms and conditions set forth herein, the City, as authorized by BWI, hereby grants NAMED USER a non-exclusive license to use, access, and operate the Software and access RAPID as a Contributor for the license time period stated in Exhibit A, allowing Dealers within its jurisdiction or the NAMED USER to enter data into RAPID. As set forth in Exhibit A, the population base is the basis for calculation of fees payable under this Agreement, The license is without restriction, as applicable, with respect to the number of RAPID end users, access site, or other measurement or platform restrictions. The City shall provide log-on information to NAMED USER and create the User profiles.

2.3 BWI shall retain all ownership rights to the Software. Nothing in this Agreement shall be construed to provide NAMED USER with any ownership of the Source Code or proprietary rights in the Software. NAMED USER shall not decompile, disassemble, or otherwise reverse engineer the Software.

2.4 All trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to the Software are and will remain the exclusive property of BWI.

2.5 Neither NAMED USER nor Dealers in NAMED USER's jurisdiction will be allowed to provide current transactional data to RAPID without a valid Software license.

2.6 Subject to payment of all Maintenance and System fees set forth in Exhibit A, NAMED USER may request Maintenance as needed. NAMED USER shall direct requests for Maintenance or other technical assistance to Brent Bates, RAPID Program Coordinator, by phone to 503-823-2935 or by e-mail to [Brent.Bates@portlandoregon.gov](mailto:Brent.Bates@portlandoregon.gov).

### **3.0 User Warranties and Obligations**

3.1 NAMED USER warrants it has read and understands and is in agreement with the principles and requirements set forth herein for participation in RAPID.

3.2 NAMED USER warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.

3.3 NAMED USER acknowledges and agrees that NAMED USER, its employees, agents, and Dealers will use RAPID only for Authorized Use and only for a legitimate, official and authorized law enforcement or public safety purpose. Permission to use the information available in or through RAPID other than for Authorized Use shall be obtained in writing from the City RAPID Program Coordinator prior to any such use.

3.4 NAMED USER acknowledges and agrees that NAMED USER, its employees, agents, and Dealers will not modify or attempt to modify through computer programming, hacking, or other techniques the functions, capabilities, and operations of the Software.

3.5 NAMED USER is responsible for providing its own computers, Internet connections and any other equipment, devices, or capabilities required for its authorized Users to have use of and access to RAPID. NAMED USER is responsible for configuring and maintaining its computers and devices to conform to RAPID access and security requirements as set forth in Sections 5.0 and 6.0 of this Agreement.

### **4.0 Ownership, Entry, and Maintenance of Information by a Contributor**

4.1 Dealer transaction information shall be entered directly into RAPID by Dealers using their RAPID or RAPID-compatible point of sale equipment. If a Dealer does not have RAPID-compatible point of sale equipment, NAMED USER or the Dealer should contact the RAPID Program Coordinator for technical assistance. NAMED USER itself may also enter the Dealer transaction information into RAPID.

4.2 The City shall notify NAMED USER in writing if data entered by NAMED USER Users is found to be nonconforming to the established standards and procedures. NAMED USER shall, at its option, 1) correct such data using its own resources as soon as practicable, but not to exceed thirty (30) calendar days from notification of nonconforming data, or 2) request assistance from the City and reimburse the City for any costs associated with the City's removing or performing remedial actions on NAMED USER data required to bring the data into conformance with the established standards and procedures.

4.3 NAMED USER retains sole ownership of the transaction information of Dealers in its jurisdiction. A Dealer has exclusive control over the content of its own transaction information and sole responsibility for the content, whether NAMED USER inputs the transaction information or it is submitted by Dealers in its jurisdiction. At any time, NAMED USER may update or correct any of its information in RAPID or delete it from RAPID entirely. All RAPID entries will be clearly marked to identify the Contributor who owns the information.

4.4 NAMED USER retains sole ownership and control of the records generating the reported stolen property information it submits to RAPID.

4.5 NAMED USER has the sole responsibility and accountability to ensure that all Dealer transaction information entered into RAPID by NAMED USER or Dealers in its jurisdiction has not been obtained in violation of any Federal, State, or local law applicable to NAMED USER and that Dealers in its jurisdiction do not report the transaction data to any non-law enforcement entity outside of their point of sale software system.

4.6 NAMED USER has the sole responsibility and accountability for making reasonable efforts to ensure the accuracy of information entered into RAPID by NAMED USER or Dealers in its jurisdiction and the continuing accuracy of such information thereafter. Any challenge to the accuracy of information in RAPID shall be made to the City and the relevant Contributor.

4.7 RAPID is populated with mirrored information derived from each User's reported stolen property. RAPID is not in any manner intended to be an official repository of original reported stolen property records, nor to be used as a substitute for an official repository of original reported stolen property records. The stolen property information in RAPID is not to be accorded any independent record system status. RAPID is merely a means to provide timely access for RAPID Users to discover stolen property information that replicates existing files/records systems found within their records.

4.8 Because NAMED USER-reported stolen property information housed by RAPID will be limited to duplicates of information obtained and separately managed by NAMED USER within its own record systems, information submitted by NAMED USER shall not be altered or changed in any way, except by NAMED USER. NAMED USER shall not make any changes to the reported stolen property or Dealer transaction data in RAPID's data warehouse that is not mirrored within NAMED USER's source records.

4.9 NAMED USER will be responsible for handling the stolen property matches generated by RAPID from the property reported by its contributing Dealers regardless of the origin of the stolen property report.

4.10 To the extent that any newly discovered links, matches, relationships, interpretations, etc., located in searches of RAPID may be relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing User to incorporate such information in the User's own official records system(s) in accordance with that User's records management processes.

4.11 There is no obligation and there should be no assumption by NAMED USER that a particular Contributor's records housed in RAPID represents the totality of all information or records of that Contributor's records system for any subject or person.

## **5.0 Access To and Use of Information**

5.1 NAMED USER agrees to permit other RAPID Users the right to access, disseminate, and/or use the information entered by NAMED USER or Dealers in its jurisdiction according to the principles set forth in this Agreement. NAMED USER is solely responsible for ensuring that it is not constrained from permitting this right by any laws, regulations, policies, and procedures applicable to NAMED USER.

5.2 NAMED USER and its Dealers shall access RAPID via a secure Internet connection.

5.3 NAMED USER shall not use information in RAPID for any non-law enforcement purpose, or to establish or verify the eligibility of applicants, recipients, beneficiaries, participants, or providers of services with respect to cash or in-kind assistance or payments under the Federal or State benefit programs.

5.4 Agencies other than those who are Contributors or Participants will not have direct access to RAPID. Requests by such agencies for copies of information contained in RAPID shall be referred to the individual RAPID Contributor that owns the information unless otherwise required by law.

5.5 NAMED USER shall not share User IDs or passwords or provide direct access to RAPID to any entity that has not executed a User agreement with the City and, if required, a license agreement with the City or BWI.

5.6 RAPID includes an audit capability that logs all User actions, including the identity of the User, time of access, queries executed, responses, alerts set, and notifications received. The log is maintained indefinitely unless periodic purging is required by law.

## **6.0 Security**

6.1 NAMED USER will authorize specific employees to access RAPID. Access shall be granted only to those employees and agents with an official "need to know" such information. Upon request by the City, NAMED USER shall provide the City with lists of employees requiring access and notify the City promptly of the change when an employee no longer requires access.

6.2 NAMED USER is responsible for training its Users who are authorized to access RAPID regarding the use and dissemination of information obtained from RAPID. NAMED USER shall ensure its authorized Users have a clear understanding of the need to verify the reliability of the information from RAPID with the User that provided the information before using the information for preparing affidavits, obtaining subpoenas and warrants, or other law enforcement purposes. Training should also ensure employees understand the restrictions on use of RAPID data and information set forth herein.

6.3 NAMED USER will ensure that its Users will not access RAPID until after successfully completing appropriate training.

6.4 NAMED USER agrees to immediately deactivate the RAPID User ID and password of any employee, agent, or Dealer who is no longer an employee, agent, Dealer, or contractor of NAMED USER, or who no longer requires Authorized Use of RAPID.

6.5 NAMED USER shall provide immediate notification to the City of any actual or suspected unauthorized use of a User ID and password or of any security breach that affects RAPID or any other City systems. NAMED USER shall provide notification to the City of any incident relating to the integrity of the Software, such as a computer virus.

6.6 NAMED USER acknowledges that RAPID will contain Sensitive but Unclassified (SBU) information from the records systems of the Contributors. RAPID is managed by the Portland Police Bureau. NAMED USER agrees to use at least the same degree of care in protecting information accessed in RAPID that NAMED USER exercises with respect to its own sensitive information.

6.7 NAMED USER acknowledges that unauthorized disclosure of SBU information or misuse of the Software or a City computer system or network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Agreement, the City may obtain equitable or injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief and remedies at law.

6.8 Failure to comply with the security and Authorized Use specifications contained in this Agreement may, at the sole discretion of the City, result in the suspension of NAMED USER and access to RAPID by NAMED USER and its Users until such failures are corrected to the City's satisfaction.

## **7.0 Price**

7.1 Prices are set forth in Exhibit A to this Agreement.

7.2 NAMED USER shall bear all its own costs in relation to RAPID unless otherwise provided herein or in an amendment to this Agreement.

7.3 NAMED USER acknowledges that the City has the right to change the prices upon sixty (60) calendar days' written notice to NAMED USER.

## **8.0 Disclaimers, Limitation of Liability, and Indemnity**

8.1 RAPID and its website, services, data, and information are supplied "as is" without warranty of any kind, whether express or implied, NAMED USER acknowledges that access to RAPID, its website, and services may be subject to delay, and the data and information may be subject to deletion, theft, errors, or omissions. The City has no responsibility for the accuracy, timeliness, or completeness of information in RAPID. To the maximum extent permitted by law, the City disclaims all warranties, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

8.2 RAPID is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by NAMED USER to perform RAPID-related functions shall not be considered employees of RAPID or of any other party for any purpose. NAMED USER remains solely responsible for the supervision, work schedules, performance

appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to RAPID access.

8.3 Unless specifically addressed by the terms of this Agreement, NAMED USER shall be responsible for the negligent or wrongful acts or omissions of its own respective officers and employees performing under this Agreement, but only to the extent they would be liable under the laws of the jurisdiction(s) to which they are subject.

8.4 SUBJECT TO LOCAL, STATE AND FEDERAL CONSTITUTIONAL AND STATUTORY LIMITATIONS AND RESTRICTIONS, NAMED USER SHALL DEFEND, SAVE, AND HOLD HARMLESS THE CITY OF PORTLAND, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL CLAIMS, DEMANDS, SUITS, AND ACTIONS, AND INDEMNIFY THE CITY OF PORTLAND, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE (INCLUDING ALL ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATING TO ITS ACTS, ERRORS, OR OMISSIONS OR THOSE OF ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, OR DEALERS UNDER THE TERMS OF THIS AGREEMENT.

**9.0 Term and Termination**

9.1 This Agreement shall be in effect for the period of time stated on the first page unless terminated as set forth in this Section.

9.2 The following conditions apply to termination of this Agreement.

9.2.1 This Agreement may be terminated at any time by the mutual written agreement of the duly authorized representatives of the Parties.

9.2.2 Either Party may terminate this Agreement upon thirty (30) calendar days' written notice to the other Party.

9.2.3 The City may terminate the Agreement with immediate effect in the event of a breach of any provision of this Agreement by NAMED USER.

9.3 Upon termination of this Agreement all information contributed to RAPID by NAMED USER will be deleted from RAPID if so requested in writing by NAMED USER.

9.4 The rights, obligations, responsibilities, limitations, indemnification, and other understandings with respect to the disclosure and use of information in RAPID shall survive any termination of this Agreement. This applies to NAMED USER'S information, and to other Parties' disclosure and use of NAMED USER's information.

**10.0 Written Notifications**

10.1 All written notifications and Amendments shall be sent to the following:

<b>For City of Portland:</b>	<b>For NAMED USER:</b>
Brent Bates, RAPID Program Coordinator	Terry Moss, Chief
City of Portland - Portland Police Bureau	St. Helens Police Department
4735 E Burnside St	150 S. 13 <sup>th</sup> Street

Portland, OR 97214	St. Helens, OR 97051
Brent.Bates@portlandoregon.gov	terrym@ci.st-helens.or.us
<b>Copy to:</b>	<b>Copy to:</b>
Technology Contracts	
City of Portland - Procurement Services	
1120 SW Fifth Avenue, Room 750	
Portland OR 97204	

If either Party makes a change to the name or contact information in the table above, it shall provide written notice to the other Party within thirty (30) calendar days of such change.

## 11.0 Limitation of Liability

11.1 THE CITY SHALL HAVE NO LIABILITY WHATSOEVER TO NAMED USER OR TO ANY LAW ENFORCEMENT AGENCY OR OTHER ENTITY FOR DAMAGES RELATING TO THE SOFTWARE, ANY WEBSITE, DATA, OR HOSTING SERVICES, EVEN IF THE CITY HAS BEEN APPRISED IN ADVANCE OF THE POSSIBILITY OF DAMAGES. THE CITY SHALL NOT BE LIABLE TO NAMED USER OR ANY THIRD PARTY FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) NAMED USER'S OR ANY THIRD PARTY'S INABILITY TO ACCESS OR USE THE SOFTWARE, DATA, OR INTERNET-BASED SERVICES, OR ITS INABILITY OR FAILURE TO PERFORM RESEARCH, DATA ENTRY, OR OTHER WORK, OR TO PERFORM SUCH WORK PROPERLY OR COMPLETELY, OR ANY DECISION MADE OR ACTION TAKEN BY NAMED USER OR ANY THIRD PARTY IN RELIANCE UPON DATA OR THE SOFTWARE; (ii) LOSS OR MISUSE OF DATA OR DAMAGE TO DATA; (iii) THE AVAILABILITY OR RELIABILITY OF THE SOFTWARE, DATA, WEBSITE, OR INTERNET-BASED SERVICES; (iv) UNAUTHORIZED USE, ACCESS, OR DISCLOSURE OF THE SOFTWARE, DATA, WEBSITE, OR INTERNET-BASED SERVICES; (v) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERY OF DATA. ANY SOFTWARE OR HOSTING SERVICE PROVIDED BY THE CITY IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS, AND DELAYS.

## 12.0 General

12.1 **Assignment.** Neither Party shall assign, transfer, subcontract, or delegate all or any part of this Agreement, or any interest therein, without the other Party's prior written consent, except that the City may assign this Agreement to another law enforcement entity or organization upon thirty (30) calendar days' written notice to NAMED USER if management of RAPID is transferred to another law enforcement entity or organization.

12.2 **Governing Law and Jurisdiction.** This Agreement shall be construed according to the laws of the State of Oregon without reference to its conflict of laws' provisions. Any litigation between the City and User arising under this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

12.3 **Amendment.** No provision of this Agreement may be amended or modified unless such Amendment or modification is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. All changes that would permanently change any provisions of this Agreement shall be memorialized in the form of an Amendment. If the requirements for Amendment or modification of this Agreement as described in this section are not satisfied in full, then such Amendments or modifications automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

12.4 **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

12.5 **No Waiver.** The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

This Agreement, together with all Exhibits, Attachments and those documents which by their reference have been incorporated herein, constitutes the entire Agreement between the City and NAMED USER and supersedes all agreements, written and oral, between the Parties on this subject.

The Parties agree that they may execute this Agreement, and any Amendments to this Agreement, by electronic means, including the use of electronic signatures.

*The remainder of this page intentionally left blank.*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed.

**CITY OF PORTLAND**

**ST. HELENS POLICE DEPARTMENT  
(NAMED USER)**

\_\_\_\_\_  
Chief Procurement Officer                      Date

\_\_\_\_\_  
Authorized Signature    Date

\_\_\_\_\_  
Christine Moody

\_\_\_\_\_  
Terry Moss, Chief

Printed Name

Printed Name and Title

*Approved as to Form*

Address: 150 S. 13<sup>th</sup> Street

St. Helens, OR 97051

\_\_\_\_\_  
Office of City Attorney    Date

\_\_\_\_\_  
Phone: 503-397-3333 ext. 219

\_\_\_\_\_  
Email: [terrym@ci.st-helens.or.us](mailto:terrym@ci.st-helens.or.us)

**EXHIBIT A  
PRICE AND PAYMENT TERMS**

**1.0 Rates for Software License and Maintenance and System Fees**

The pricing rate for Law Enforcement Contributors, based on the agency population, is set forth in the table below.

**Components of Contributor Annual Pricing Rate**

Component	Years 1-5 Rate per 50,000 population <sup>(4)</sup>
BWI Software License <sup>(1)</sup>	\$1,250.00/ 50,000 population
BWI Software License and Maintenance <sup>(2)</sup>	\$1000.00/ 50,000 population
RAPID System Fee <sup>(3)</sup>	\$250.00 / 50,000 population
<b>TOTAL RATE</b>	<b>\$2,500.00 / 50,000 population<sup>(5)</sup></b>

**NOTES:**

1. The BWI Software License fee.
2. The annual Software Maintenance fee covers technical support, upgrades, and updates to the Software and website.
3. The RAPID System Fee covers the costs to the City of owning, operating, and maintaining the servers where RAPID is hosted, as well as Internet connection costs.
4. The population basis will be recalculated at five-year intervals from the date of the Original Agreement, with each renewal of the Agreement. Current population is obtained from the website: <http://www.pdx.edu/prc/population-reports-estimates> for 2015 as published in 2016.
5. The total annual cost for the BWI Software License, BWI Software Maintenance and RAPID System fees is calculated as: NAMED USER’s population/50,000\*\$2,500.00 per year and includes an unlimited number of Dealers.

As stated in Section 7.3 of the Agreement, the City has the right to change the pricing rate upon sixty (60) calendar days’ written notice to NAMED USER.

**2.0 Price**

St. Helens Police Department (NAMED USER) is a **Law Enforcement Contributor** with a total jurisdictional population base of 13,095 as of the Effective Date of this Agreement. Amounts payable to the City for the current term are summarized in the table below:

**Price and Payments**

<b>Population Figure</b>	<b>Yearly rate per 50,000 population</b>	<b>Annual Fee For Term of Agreement</b>	<b>Total for 5yr Period</b>
13,095	\$2,500.00	\$654.00	\$3,270.00
<b>NET Agreement Amount</b>			<b>\$3,270.00</b>

**3.0 Payment Terms**

The City shall invoice NAMED USER at least thirty (30) calendar days in advance of the annual payment date. Payments are due within thirty (30) calendar days of the date of the invoice.

RAPID system fees will be payable to:

Portland Police Bureau  
Fiscal Services Division - RAPID  
1111 SW 2<sup>nd</sup> Ave, Room 1406  
Portland, OR 97204

Failure to make timely payments shall be regarded as breach of this Agreement, and the City shall have the right to terminate the Agreement as set forth in Section 9 of the Agreement, Term and Termination.

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## City of St. Helens

P.O. Box 278, St. Helens, OR 97051

Phone: (503) 397-6272 Fax: (503) 397-4016

[www.ci.st-helens.or.us](http://www.ci.st-helens.or.us)

## Title Sponsor Agreement

### *Stage at St. Helens Oregon Waterfront*

**Date:** September 7, 2016

**Title Sponsor:** Wauna Credit Union

**Primary Contact:** Mike Chapman, VP-Marketing, 503-728-6132,  
*mike.chapman@waunafcu.org*

**It is agreed between the City of St. Helens, Oregon (City) and Wauna Credit Union (Sponsor) as follows:**

1. **City Agrees to Deliver to Sponsor:** In return for a total monetary sum of \$22,750 paid to the City by the Sponsor (payment detailed in #6-a of this Agreement), City agrees to deliver to the Sponsor at minimum the following rights, benefits, services, and privileges reserved exclusively for the sole Title Sponsor for the *Stage at St. Helens Oregon Waterfront*.
  - a. **Title Sponsor Package: 2016**
    - i. Title sponsor recognition during City sponsored Event in 2016 to announce plans for new development of the new *Stage at St. Helens Oregon Waterfront*
    - ii. Prominent Title Sponsor sign(s) and promotional recognition when temporary Tent Stage is used (*prior to launch of the permanent Stage at St. Helens Oregon Waterfront*)
    - iii. City agrees to the Sponsor 'Brand' language detailed in item #6-d of this Agreement
  - b. **Title Sponsor Package: 2017- July 31, 2019**
    - i. Stage will be referred to as *Wauna Credit Union Stage at St. Helens Oregon Waterfront* during the period detailed in Terms of Agreement in this document
    - ii. Exclusive rights to Stage-attached advertising/message panels during all City-/Foundation-/Tourism-sponsored events
    - iii. Title Sponsor recognition during a scheduled Gala Event in 2017 to open the new Stage
    - iv. Sponsor name (i.e. Stage) will be included in cross-media announcements associated with all City-/Foundation-/Tourism-promotional advertising, notifications, announcements, etc. when promoting events at the Stage, including but not limited to:
      1. Newsprint, Radio, Direct Mail, Television, Outdoor, Transit, etc.
      2. Digital, including Social Media, E-mail, Internet, Mobile, etc.

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3. City inter-office/-community communication channels promoting events
- v. Booth space will be provided to Sponsor during all City-/Foundation-/Tourism-sponsored events
- vi. City will invite Sponsor to participate in important civic meetings, committees, etc. which pertain to discussions associated with the *Wauna Credit Union Stage at St. Helens Oregon Waterfront*, the venue property, or other related activities.
- vii. Scheduled events included in this Agreement include, but are not limited to:
  1. 13 Nights on the River
  2. Independence Day and other Holiday celebrations
  3. Community Races
  4. Patriotic Events
  5. Music Concerts
  6. Comedy Events
  7. Various type of Rallies
  8. Outdoor Movies
  9. Fundraisers
  10. Community/neighborhood activities
  11. Multiple events during the prime season (March-October)
  12. Children events, including concerts, entertainment, educational
- viii. Sponsor is eligible to schedule up to two events at the Stage per calendar year [must be scheduled for date(s) which do not conflict with regularly scheduled events].

**2. Assessment of Agreement:** City and Sponsor agree to meet semi-annually during each year of the Agreement to review the mutual fulfilment of the terms of the Agreement, and to discuss opportunities to enhance the overall experience for the community as well as the partnership between the City and the Sponsor. Additional conditions of this Agreement include:

- a. City will take every precaution during the term of this Agreement to restrict the scheduling of events at the Stage which could directly or indirectly harm the Wauna Credit Union brand and/or reputation. City will be responsible to take appropriate measures (remove/cover Sponsor name/signage, etc.) to eliminate any reference to the Sponsor when scheduling and/or promoting events, activities, or other occurrences which could be considered as vulgar, insensitive, racial, exploitative, political, or any other topic which would be considered controversial by the public at large
- b. If such an event or activity is to be scheduled, City will provide Sponsor at minimum 30 days advance notice of such event.
- c. Both City and Sponsor value the partnership and the spirit of community established by this Agreement. Disparaging remarks or actions by either made directly or indirectly toward the other, or toward Event co-sponsors, vendors, entertainment, etc., in any form including print, digital, oral, etc., may result in immediate termination of this Agreement.

**3. Term of Agreement:** The term of this Agreement shall be for the 41 (forty-one) month period commencing August 1, 2016 and ending December 31, 2019. This Agreement does not include an auto-renew option; however, this Agreement does include a good-faith *Sponsor Right of First Refusal* option. A new, written Agreement between City and Sponsor must be signed and dated by both parties on or before September 30, 2019. Sponsor forfeits *Right of First Refusal* if a new Agreement is not agreed upon by the stipulated date.

**4. Acceptance:** This Agreement shall become binding only after it has been signed and dated by designated representative of the City and the Sponsor. Once accepted, a signed

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copy will be mailed by City to Sponsor within 15 business days of the date of the Agreement.

5. **Non Fulfillment:** This Agreement is executed in good faith; however Sponsor and City may cancel this Agreement for convenience and with cause with 180 days advance notice to the other party. Such cancellation shall be without penalty to Sponsor or City. In addition, if, for any reason, either party does not perform to the written or perceived terms of this Agreement, either party will provide the other party with a written notice of specific deficiency and a reasonable period of not less than 30 consecutive days to correct the deficiency. If the deficiency (ies) detailed in the written notice are not then corrected to the other party's satisfaction, such party may cancel this Agreement without penalty.
6. **Sponsor Agrees to Deliver to City:** Sponsor recognizes the importance and value of its partnership with City, and to the residents, businesses, and tourists who will benefit from this Agreement. During the term of the Agreement, Sponsor will provide to City at minimum the following rights, benefits, services, and privileges:
  - a. **Payment:** Sponsor agrees to pay City a total sum of **\$22,750** according to the mutually agreed payment plan:
    - i. \$7,750 to be paid to City on or before September 30, 2016
    - ii. \$7,500 to be paid to City happening or before July 31, 2017
    - iii. \$7,500 to be paid to City on or before July 31, 2018
  - b. **Promotion:** Sponsor agrees to use its promotional and advertising resources to help promote scheduled events at the new Stage
    - i. Potential on-site display of scheduled entertainment props to help increase awareness and enthusiasm for events, including vehicles, displays, signage, etc.
    - ii. Potential for on-site Event Ticket Sales for scheduled events
  - c. **Other Support:** Defined as mutually agreed upon opportunities to generate excitement and enthusiasm for scheduled events
7. **Right to use Wauna Credit Union Name/Brand/Likeness/Etc.:**
  - a. Sponsor provides City with the right to use its name/brand/likeness/etc. in all advertising, including print, digital, oral, etc., according to the Wauna Credit Union Brand Guidelines (detailed below)
    - i. City will refer to WCU as *Wauna Credit Union* (or, Wauna CU, when applicable, such as in print)
    - ii. City will refrain from referring to WCU as simply "Wauna"
    - iii. City will use only approved brand logos provided by WCU; City will refrain from changing the integrity of the WCU logo
    - iv. When practical, City will use the following:
      1. Brand Font: Verdana
      2. Brand Color: PMS 208; PMS 209 acceptable
    - v. City may determine which logo format to use depending upon layout:
      1. Color Logo
        - a. Horizontal
        - b. Vertical (stacked)
      2. Black & White Logo
        - a. Horizontal
        - b. Vertical (stacked)
8. **Copyright or Trademark Infringement By City:** City does hereby agree to indemnify and hold harmless Sponsor and its directors, officers, agents, employees, assigns, and successors in interest, against any and all losses, claims, damages, expenses (including attorney's fees and costs), and liabilities sustained or incurred by reason of any trademark or copyright violation arising from City providing aforementioned deliverables.

9. **Indemnification: Indemnification By Either Party:** In the event, and to the extent, any negligent act or act or omission or willful misconduct of City ("Indemnitor") in connection with this Agreement causes:
- a. damage to or destruction of tangible property of any person or entity,
  - b. death or injury to any person,
  - c. a violation of any applicable law, and/or
  - d. any security breach, or unauthorized use of Sponsor Information by City, then Indemnitor shall indemnify, defend and hold the other party ("Indemnity") harmless from and against any and all losses, claims, damages, liabilities, expenses and disbursements (and any and all actions, suits proceedings and investigations in respect thereof and any and all legal and other costs, expenses and otherwise), including without limitation the costs, expenses and disbursements (including reasonable attorney's fees and costs).
10. **Limitation of Liability:** The liability of Sponsor for any breach of this Agreement or for any damages for failure to perform hereunder is limited to the total monetary agreement between the City and the Title Sponsor, paid by Sponsor under this Agreement.
11. **Assignment:** Neither party hereto shall assign all or any part of this Agreement without the other party's prior written consent (which consent shall not be unreasonably withheld).
12. **Entire Agreement:** This document contains the entire Agreement between the parties relating to the subject business and correctly sets forth the rights, duties and obligations of the parties. Any other oral, written or implied representation or modification concerning this Agreement shall be unenforceable.

**By: City of St. Helens**

**By: Wauna Credit Union**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**FIRST AMENDMENT TO  
JAMES W. FOWLER CO. PUBLIC IMPROVEMENT CONTRACT**

This agreement is entered into this 2<sup>ND</sup> day of Sept. 2016, by and between the City, (hereinafter "City"), and James W. Fowler Co., (hereinafter "Contractor").

**RECITALS**

- A. City and Contractor entered into a Public Improvement Contract on April 1, 2015 and said contract, hereinafter "original contract" is on file at St. Helens City Hall.
- B. As part of the original contract Contractor and City agreed that Contractor would provide construction services for the Godfrey Park storm drain improvement project including, but not limited to, replacing storm pipe, installing new storm pipe of varying sizes and materials, manhole installation, catch basin installation, excavation, and restoration, more fully detailed in the project drawings and specifications.
- C. The time necessary to complete the project has changed due to construction conditions.

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

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. The contract term shall be extended through December 31, 2016.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 2<sup>ND</sup> day of June, 2016.

**Contractor**

[Signature]

Date: 9/2/2016

**City**

[Signature]

Randy Peterson, Mayor  
Date: 6/30/16

Attest:

By: \_\_\_\_\_

Kathy Payne, City Recorder



010-303653308 SN  
 Navigate using Bookmarks or by clicking on an agenda item.



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

# Payment Request #02

**CONTRACTOR:**  
**BOEDE CONSTRUCTION, INC**  
 6898 SHERMAN ROAD SE  
 AUMSVILLE, OR 97325

**PROJECT: 2016 MANHOLE REHABILITATION PROJECT**  
**PROJECT #: S-640**  
**DATE: 8/29/2016**  
**DEPARTMENT: Engineering**

Total Contract Amount	\$142,636.00	Total Earned This Month	\$49,350.00
Total Amount Earned To Date	\$56,450.00	Less 5% Retainage	\$2,467.50

Previous Payment Requests

PP#	Previous Billing With Retainage	Retainage	Previous Amounts Paid	Invoice Date
1	\$7,100.00	\$355.00	\$6,745.00	08/02/16

Less Total of Previously Earned \$6,745.00  
 Total Retainage of Previous Payments \$355.00

**Total Amount Due \$46,882.50**

Item No.	Description	Unit	Qty	Contract Unit Price	Total Contract Price	Completed This Month	Quantity Completed This Month	Quantity Completed Prior Billing	Quantity Completed To Date	Total Earned To-Date
1	Mobilization, bonds, insurance and demobilization	LS	1	\$7,100.00	\$7,100.00	\$0.00		1.00	1.00	\$7,100.00
2	Manhole Rehabilitation, 48-inch Diameter, Epoxy Liner	VF	120	\$380.00	\$45,600.00	\$27,930.00	73.50		73.50	\$27,930.00
3	Manhole Rehabilitation, 48-inch Diameter, Cementitious Liner EPOXY	VF	72	\$380.00	\$27,360.00	\$0.00			0.00	\$0.00
4	Bench & Channel Removal and Reconstruction	EA	14	\$750.00	\$10,500.00	\$4,500.00	6.00		6.00	\$4,500.00
5	Manhole Replacement									
	a. 0ft to 5ft depth	EA	1	\$7,146.00	\$7,146.00	\$0.00			0.00	\$0.00
	b. 5.1ft to 10ft depth	EA	0	\$0.00	\$0.00	\$0.00			0.00	\$0.00
	c. 10.1ft and greater depth	EA	0	\$0.00	\$0.00	\$0.00			0.00	\$0.00
6	Construct Inside Drop	EA	2	\$2,400.00	\$4,800.00	\$2,400.00	1.00		1.00	\$2,400.00
7	Manhole Rehabilitation - Grout and Seal Pipes	EA	11	\$230.00	\$2,530.00	\$920.00	4.00		4.00	\$920.00
8	Temporary Removal & Reinstallation of Existing Fence	LF	40	\$10.00	\$400.00	\$0.00			0.00	\$0.00
9	New Fence Installation	LF	20	\$20.00	\$400.00	\$0.00			0.00	\$0.00
10	Rock Excavation	CY	8	\$100.00	\$800.00	\$0.00			0.00	\$0.00
11	Rehabilitation of Catch Basin at WWTP	LS	1	\$2,000.00	\$2,000.00	\$0.00			0.00	\$0.00
12	Traffic Control	LS	1	\$34,000.00	\$34,000.00	\$13,600.00	0.40		0.40	\$13,600.00
<b>Contract Subtotal</b>					<b>\$142,636.00</b>	<b>\$49,350.00</b>				<b>\$56,450.00</b>

**Contract Change Orders**

Item No.	Description	Unit	Qty	Unit Price	Contract Price	Completed This Month	Quantity Completed This Month	Quantity Completed Prior Billing	Quantity Completed To Date	Total Earned To-Date
						\$0.00	\$0.00		0.00	\$0.00
<b>Change Order Subtotal</b>					<b>\$0.00</b>	<b>\$0.00</b>				<b>\$0.00</b>

**APPROVED FOR PAYMENT**

INIT \_\_\_\_\_ DATE \_\_\_\_\_

  
 ACCOUNTS PAYABLE  
  
 FINANCE SUPERVISOR  
 9/2/16  
 8-31-16

2016 Manhole Rehabilitation Project S-640

Schedule of Values

CONTRACTOR: Boede Construction, Inc  
6898 Sherman rd se  
Aumsville, OR 97325

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

7/25/2016  
8/25/2016  
\$ 142,636.00  
-

PAY FROM:  
PAY THROUGH:  
ORIGINAL CONTRACT AMOUNT:  
ADJUSTED CONTRACT AMOUNT:

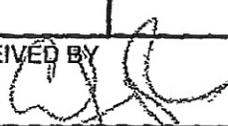
NO	DESCRIPTION ITEM	QTY	UM	ORIGINAL UNIT PRICE	TOTAL UNIT PRICES	PREV CPL	PREVIOUS VALUE	THIS MONTH CPLTD	WORK COMPLETED Stored Materials	WORK COMPLETED Installed Mat's	THIS MONTH ESTIMATE	WK. CMT	VALUE COMPLETED	PAYMENT/RETAINAGE		TOTAL RETAINAGE
														THIS MONTH RETAINAGE	THIS MONTH PAYMENT	
1	General (mobilization)	1	LS	\$ 7,100.00	\$ 7,100.00	100%	\$ 7,100.00	0%			\$ -	100%	\$ 7,100.00	\$ -	\$ -	\$ 355.00
2	Manhole rehabilitation Epoxy liner	120	VF	\$ 380.00	\$ 45,600.00	0	\$ -	73.5			\$ 27,930.00	73.5	\$ 27,930.00	\$ 1,396.50	\$ 26,533.50	\$ 1,396.50
3	Manhole rehabilitation Epoxy liner	72	VF	\$ 380.00	\$ 27,360.00	0%	\$ -	0%			\$ -	0%	\$ -	\$ -	\$ -	\$ -
4	Bench & Channel Removal and Reconstruction	14	EA	\$ 750.00	\$ 10,500.00	0	\$ -	6			\$ 4,500.00	6	\$ 4,500.00	\$ 225.00	\$ 4,275.00	\$ 225.00
5	Manhole Replacement	1	EA	\$ 7,146.00	\$ 7,146.00	0%	\$ -				\$ -		\$ -	\$ -	\$ -	\$ -
6	Construct inside drop	2	EA	\$ 2,400.00	\$ 4,800.00	0	\$ -	1			\$ 2,400.00	1	\$ 2,400.00	\$ 120.00	\$ 2,280.00	\$ 120.00
7	Manhole Rehabilitation Grout and Seal Pipe	11	EA	\$ 230.00	\$ 2,530.00	0	\$ -	4			\$ 920.00	4	\$ 920.00	\$ 46.00	\$ 874.00	\$ 46.00
8	Temp removal and reinstalation existing fence	40	LF	\$ 10.00	\$ 400.00	0%	\$ -				\$ -		\$ -	\$ -	\$ -	\$ -
9	New fence installation	20	LF	\$ 20.00	\$ 400.00	0%	\$ -				\$ -		\$ -	\$ -	\$ -	\$ -
10	Rock Excavation	8	CY	\$ 100.00	\$ 800.00	0%	\$ -				\$ -		\$ -	\$ -	\$ -	\$ -
11	Rehabilitation of catch basin at WWTP	1	LS	\$ 2,000.00	\$ 2,000.00	0%	\$ -				\$ -		\$ -	\$ -	\$ -	\$ -
12	Traffic Control	1	LS	\$ 34,000.00	\$ 34,000.00	0%	\$ -	40%			\$ 13,600.00	40%	\$ 13,600.00	\$ 680.00	\$ 12,920.00	\$ 680.00
CONTRACT TOTALS				\$ 54,516.00	\$ 142,636.00	0%	\$ 7,100.00				\$ 49,350.00	0%	\$ 56,450.00	\$ 2,467.50	\$ 46,882.50	\$ 2,820.00

MONTHLY INVOICE SUMMARY

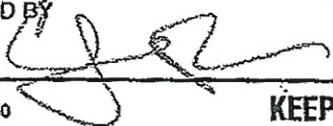
TOTAL WORK COMPLETED TO DATE	\$56,450.00	Date
Materials On Hand	\$0.00	Date
SUB TOTAL	\$56,450.00	Date
Retainage 5%	\$2,822.50	Date
SUB TOTAL LESS RETAINAGE	\$53,627.50	Date
LESS PREVIOUS PAYMENTS	\$6,745.00	Date
<b>TOTAL PAYMENT DUE</b>	<b>\$46,882.50</b>	

Investigate using Bookmarks or by clicking on an agenda item.

527601

CUSTOMER'S ORDER NO. 5-640		DEPARTMENT Eng			DATE 7/27/16		
NAME Boide Const / materials inc							
ADDRESS							
CITY, STATE, ZIP							
SOLD BY T.H.		CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
QUANTITY	DESCRIPTION			PRICE	AMOUNT		
1	2ea	#4) Bench & channel K22			✓		
2		7/26/16 5-12 MP 41B/47					
3							
4	1ea	#9) g/hot / seal pipes			✓		
5		7/25/16 5-4 WE13					
6							
7	1ea	#8) Const. inside DROT			✓		
8		7/26/16 5-7 MP 15					
9							
10	1ea	#9) g/hot pipes			✓		
11		7/26/16 5-11 MP 49					
12							
13	4 VF	#2) E/ox/Liner			✓		
14		5-4 web 2 8/1/16					
15							
16	4 1/2 VF	#2) E/ox/Liner			✓		
17		8-9 MP 15 8/1/16					
18							
RECEIVED BY 							

527602

CUSTOMER'S ORDER NO. 5-640		DEPARTMENT Eng		DATE 8/17/16	
NAME Boede const. / molecular inc					
ADDRESS					
CITY, STATE, ZIP					
SOLD BY Tom	CASH	C.O.D.	CHARGE	ON. ACCT.	PAID OUT
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	3 WF #2) Epoxy lines			✓	
2	5-9 MP 16 8/2/16				
3	2 WF #2) Epoxy lines			✓	
4	5-12 MP 41B 8/2/16				
5	5 WF #2) Epoxy lines			✓	
6	5-13 MP 28 8/2/16				
7	4 WF #2) Epoxy lines			✓	
8	5-13 MP 29 8/2/16				
9	4 WF #2) Epoxy lines			✓	
10	5-13 MP 8 8/2/16				
11	3 WF #2) Epoxy lines			✓	
12	5-11 MP 49 8/2/16				
13	1 ea. #4) Bench & channel			✓	
14	5-4 WEBB. 8/25/16				
15	1 ea. #4) Bench & channel			✓	
16	5-14 MP 23 8/18/16				
17	1 ea. #9) grout pipes			✓	
18	5-14 MP 23 8/18/16				
RECEIVED BY 					

527603

CUSTOMER'S ORDER NO. 5-640		DEPARTMENT ENG		DATE 8/25/16			
NAME Boode const / molecular inc							
ADDRESS							
CITY, STATE, ZIP							
SOLD BY Tom		CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
QUANTITY	DESCRIPTION			PRICE	AMOUNT		
1	10 V <sup>2</sup> #2) EPOXY liner ✓						
2	8/24/16 5-1 W N 3 ✓						
3							
4	6 V <sup>2</sup> #2) EPOXY liner ✓						
5	8/24/16 5-1 W N 2 ✓						
6							
7	6 V <sup>2</sup> #2) EPOXY liner ✓						
8	8/24/16 WK 5 6' V <sup>2</sup> 5-2 ✓						
9							
10	5 V <sup>2</sup> #2) EPOXY liner ✓						
11	8/24/16 5-5 DG 5 ✓						
12							
13	10 V <sup>2</sup> #2) EPOXY liner ✓						
14	8/24/16 5-3 WE 76 ✓						
15	2 V <sup>2</sup> #2) EPOXY liner ✓						
16	8/24/16 5-14 MP 74 ✓						
17	2 V <sup>2</sup> #2) EPOXY liner ✓						
18	8/24/16 A+B N D 11 ✓						
RECEIVED BY							

CUSTOMER'S ORDER NO. 5-640	DEPARTMENT Eng	DATE 8/29/16
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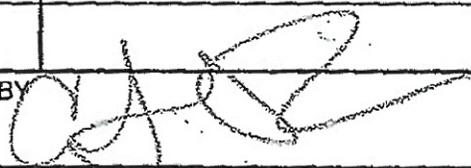
NAME Boede / Molecular Inc

ADDRESS

CITY, STATE, ZIP

SOLD BY T. Smith	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
---------------------	------	--------	--------	-----------	-------------	----------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	1 ea #4) bench & channel ✓		
2	5-5 DG5 8/22/16		
3	1 ea #4) bench & channel ✓		
4	5-9 ml 15 8/6/16		
5	1 ea #9) g. plate 1. pc ✓		
6	5-13 ml 8 7/27/16		
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

RECEIVED BY 



Murray, Smith & Associates, Inc.  
Engineers/Planners

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

RECEIVED

AUG 18 2016

CITY OF ST. HELENS

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

August 17, 2016  
Invoice No: 09-1078 - 77

Invoice Total **\$1,812.00**

Project 09-1078 Sanitary Sewer Rehabilitation Program

For professional engineering services performed through July 31, 2016

Task 370 Engineering Support Services during Construction - Godfrey Park

Labor

	Hours	Rate	Amount
Professional Engineer VI	12.00	151.00	1,812.00
Total	12.00		1,812.00
<b>Labor Subtotal</b>			<b>1,812.00</b>
<b>Task Total</b>			<b>\$1,812.00</b>
<b>Invoice Total</b>			<b>\$1,812.00</b>

Godfrey Park Storm SD-146

010-304-653409 SN

APPROVED FOR PAYMENT

INIT

DATE

*MP*  
*SN*

ACCOUNTS PAYABLE

FINANCE

SUPERVISOR

*9/2/16*

*8-31-16*

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

10474-ML

This Lease is an amendment to and restatement of that certain Submerged and Submersible Land Lease, 10474-ML, dated the 28th day of March 2006, by and between the State of Oregon, by and through the Oregon State Land Board and the Department of State Lands, and Boise Building Solutions Manufacturing, LLC, as lessee (the "Prior Lease"):

This Lease combines acreage from the following submerged and submersible land leases with the Oregon State Land Board and the Department of State Lands:

Lease	Portion of Leasehold applicable to this Lease
Prior Lease (March, 28 2006) Lessee: Boise Building Solutions Manufacturing, LLC	<u>Parcel:</u> 1 & 2 11 12 13
Lease 52192-ML (October 4, 2013) Lessee: Boise White Paper, LLC	All
Lease 17146-ML (March 28, 2006) Lessee: Boise White Paper, LLC	All

As of the effective date of this Lease:

the Prior Lease has been assigned from Boise Building Solutions Manufacturing, LLC to the Lessee named below; and

Lease 52192-ML and Lease 17146-ML have been terminated.

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

NAME of LESSEE:  
City of St. Helens

ADDRESS:  
265 Strand St  
PO Box 278  
St. Helens, OR 97051

Legal classification of Lessee is a Municipal Corporation,

Lands in Columbia County, Oregon more fully described as follows:

### Parcel 1, Log Raft/Log Storage

All state-owned submerged and submersible lands in the Columbia River in Section 3, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at a point on the riverward extension of the Northerly line of the City of St. Helens tract described in Instrument No. 2015-6187 recorded on July 23, 2015 in the Clerk's Records of Columbia County, Oregon (also the Northerly line of property identified as Tax Lot 100 on Columbia County Assessor's Map No. 4N1W Sec. 3 as of December 2015), and the line of Ordinary Low Water on the West bank of the Columbia River;

Thence upstream along said line of Ordinary Low Water, a distance of 5,840 feet, more or less;

Thence, riverward along the line perpendicular to the thread of the stream, a distance of 200 feet, more or less;

Thence, downstream and 200 feet parallel to said line of Ordinary Low Water a distance of 5,840 feet, more or less,

Thence, shoreward along a line perpendicular to the thread of the stream, a distance of 200 feet, more or less, to said line of Ordinary Low Water to **the point of beginning**, containing 1,185,000 square feet or 27.2 acres, more or less.;

### Parcel 2, Non-Marine

All state-owned submerged and submersible lands in the Columbia River and Multnomah Channel in Section 3, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at a point on the line of Ordinary Low Water on the West bank of the Columbia River at the Southwest corner of **Parcel 1**;

Thence, upstream along the line of Ordinary Low Water on the West bank of the Columbia River/Multnomah Channel, a distance of 345 feet;

Thence, riverward along the line perpendicular to the thread of the stream, a distance of 200 feet;

Thence, downstream and 200 feet parallel to said line of Ordinary Low Water a distance of 320 feet, more or less;

Thence, shoreward along a line perpendicular to the thread of the stream, a distance of 200 feet to said line of Ordinary Low Water, to **the point of beginning**, containing 66,500 square feet or 1.53 acres, more or less.

### **Parcel 3, Log Raft/Log Storage**

All state-owned submerged and submersible lands in the Columbia River and Multnomah Channel in Section 3, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at a point on the line of Ordinary Low Water on the West bank of the Columbia River at the Southwest corner of **Parcel 2**;

Thence, upstream along the line of Ordinary Low Water on the West bank of the Columbia River/Multnomah Channel, a distance of 1,260 feet;

Thence, riverward along the line perpendicular to the thread of the stream, a distance of 200 feet;

Thence, downstream and 200 feet parallel to said line of Ordinary Low Water a distance of 1,260 feet, more or less;

Thence, shoreward along a line perpendicular to the thread of the stream, a distance of 200 feet to said line of Ordinary Low Water, to **the point of beginning**, containing 255,000 square feet or 5.85 acres, more or less.

### **Parcel 4, Commercial Marina Moorage**

All state-owned submerged and submersible lands in the Columbia River in Section 3, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at a point on the line of Ordinary Low Water on the West bank of the Columbia River on the Northwest corner of **Parcel 1**;

Thence Southerly along the line of Ordinary Low Water 2,475 feet, more-or-less, to the Northerly bank of Frogmore Slough and **the true point of beginning** of the parcel described herein;

Thence, Westerly, along said Northerly bank a distance of 450 feet, more or less, to the Easterly edge of a rock fill;

Thence, Southerly along said rock fill, a distance of 325 feet, more or less, to the Southerly bank of said Frogmore Slough;

Thence, along the Southerly bank as follows, Northerly, a distance of 100 feet, more or less;

Thence, Easterly, a distance of 150 feet, more or less;

Thence, Southeasterly, a distance of 150 feet, more or less, to the Westerly line of **Parcel 1**;

Thence, Northerly, along said Westerly line 400 feet, more or less, to **the true point of beginning**, containing 73,000 square feet or 1.7 acres, more or less.

**Parcel 5, Non-Marine**

A tract of land in Section 10, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows: Beginning at a point which is at the intersection of the Southwesterly line of the St. Helen Pulp and Paper Company tract as described in Deed Book 113, Page 524, records of Columbia County, Oregon with the Southerly right of way line of the Burlington Northern Railroad, said point being South 19°40'40" West 2226.00 feet and South 21°09'00" West 1421.00 feet and South 68°51' East 750.00 feet, more or less, from the Southwest corner of Block 70, St. Helens, as per plat on file and of record in the Clerk's Office of Columbia County, Oregon;

Thence South 70°22'32" East 525.83 feet to the TRUE POINT OF BEGINNING of the following described tract;

Thence North 35°51'00" East a distance of 98.00 feet;

Thence South 54°09'00" East a distance of 72.00 feet;

Thence South 35°51'00" West a distance of 98.00 feet;

Thence North 54°09'00" West a distance of 72.00 feet to the TRUE POINT OF BEGINNING, containing 7,000 square feet or 0.16 acres, more or less.

TOGETHER WITH a 25.00 foot wide strip, being 12.50 feet on each side of the following described center line:

Beginning at a point which is at the intersection of the Southwesterly line of the St. Helen Pulp and Paper Company tract as described in Deed Book 113, Page 524, records of Columbia County, Oregon with the Southerly right of way line of the Burlington Northern Railroad, said point being South 19°40'40" West 2226.00 feet and South 21°09'00" West 1421.00 feet and South 68°51' East 750.00 feet, more or less, from the Southwest corner of Block 70, St. Helens, as per plat on file and of record in the Clerk's Office of Columbia County, Oregon;

Thence South 70°22'32" East 525.83 feet;

Thence North 35°51'00" East 54.75 feet to the TRUE POINT OF BEGINNING of the following described parcel;

Thence North 69°12'48" West to the ordinary low water line of the Multnomah Channel and the end of the parcel, containing 2,200 square feet or 0.05 acres, more or less.

Both areas combined contain 9,200 square feet or 0.21 acres, more or less, and as shown on the attached Exhibit "A".

**Total lease area of all Parcels (together the "Leasehold") is 1,588,700 square feet or 36.49 acres, more or less.**

## **SECTION 1 - LEASE TERM; RENEWAL; TERMINATION**

- 1.1 Term: This Lease will continue for a period of 5 years commencing on July 1, 2016, the month and date of which will be known as the "Lease Anniversary Date," and expiring on June 30, 2021 unless terminated earlier as provided under Section 1.4 or Section 7.2 below.
- 1.2 Renewal: Lessee may apply to renew this Lease for successive 15 year terms by submitting a completed lease renewal application form to State not less than 180 days prior to the expiration of the current term. Upon receipt of the application, State shall renew this Lease unless:
  - 1.2.1 State determines, in its sole discretion, that Lessee has not complied with the terms of this Lease, the applicable statutes or Oregon Administrative Rules; or
  - 1.2.2 Lessee is no longer the preference right holder as provided in ORS 274.040(1) and defined in OAR 141-082-0255; or
  - 1.2.3 State determines that the renewal of this Lease for all or any portion of the Leasehold would be contrary to local, state, or federal law, or would be inconsistent with the policies set forth in OAR 141-082-0260.
- 1.3 Notice of Intent Not to Renew: Except as otherwise provided in this Lease, State shall provide written notice to Lessee two years in advance if State intends not to renew this Lease for all or any portion of the Leasehold. If State determines not to renew this Lease, but less than two years remain in the Lease term, State shall, at Lessee's request, extend the term of this Lease to complete the two year notice period, within which time Lessee shall vacate that portion of the Leasehold upon which the Lease is not being renewed and relocate any sublessees in an orderly fashion.
- 1.4 Termination Upon Mutual Consent: This Lease may be terminated by mutual written consent of Lessee and State.
- 1.5 Holdover: If Lessee does not vacate the Leasehold at the expiration or upon termination of the Lease, State may treat Lessee as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term, renewal, and Rent. State may unilaterally establish a new Rent for the month-to-month tenancy, payable monthly in advance.

If a month-to-month tenancy results from holdover by Lessee under this Section, the tenancy will be terminable at the end of any monthly rental period upon Notice from State given not less than 30 days prior to the termination date specified in the Notice.

**SECTION 2 – RENT; OTHER ASSESSMENTS**

2.1 Initial Annual Rent: The rental payment to be paid by Lessee to State (the "Rent") for the first year of the Lease is \$ 7,339.79, based on the following Flat Rate value for Log Raft/Log Storage for all parcels at a one-third reduced rent rate. The reduced rent rate is due to the use of this lease, which is set out in Section 3.1. Receipt of the first year's Rent is hereby acknowledged.

	Use Class	Area (square ft.)	Rate Choice	Annual Rent
a)	Log Raft/Log Raft Storage (all Parcels)	1,588,700 <del>0</del> /sq. ft.	Flat Rate	\$ 7,339.79
			<b>TOTAL</b>	\$ 7,339.79

2.2 Annual Rent Adjustment: The Rent will be adjusted annually in accordance with the provisions of OAR 141-082-0305 in effect at the time. Each payment is due on the Lease Anniversary Date established in Section 1.1.

2.3 Address for Rent Payments: Until State provides notice of a change in address (using a method described in Section 10.4), Lessee shall deliver all Rent payments to the following address:  
 Department of State Lands  
 775 Summer St. NE, Suite 100  
 Salem, OR 97301-1279

2.4 Assessments: Lessee shall pay all taxes or assessments, or both, that are levied against the Leasehold, whether or not such taxes or assessments, or both, have been levied in the past against the Leasehold or State by the assessing agency.

2.5 Liens: With the exception of mortgages or other security interests authorized by State under Section 6, Lessee shall immediately cause to be discharged any lien or other charge placed on the Leasehold or its Improvements, arising directly or indirectly out of Lessee's actions. State may terminate this Lease if Lessee fails to discharge any lien or charge or provide State with a sufficient bond covering the full amount of the lien after ten days' notice to do so by State. Lessee shall pay and indemnify State for all costs, damages or charges of whatsoever nature, including attorney's fees, necessary to discharge such liens or charges whether the costs, damages or charges are incurred prior or subsequent to any termination of this Lease.

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

### SECTION 3 - USE AND RESTRICTIONS ON USE

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

Planning period for redevelopment of all parcels.

- 3.2 Restrictions on Use: Lessee shall:

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

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

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

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

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

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

- 3.3 Condition of Leasehold and Improvements: Lessee represents that it has inspected the Leasehold and Improvements, if any, and accepts the Leasehold and all Improvements in their present condition, AS IS. State has made no oral or written representations concerning the condition of the Leasehold or its Improvements, if any, nor their fitness or suitability for any purpose.
- 3.4 Limitation on Improvements: Lessee may not construct or place upon the Leasehold any Improvement that exceeds \$15,000 in cost or value unless Lessee has first obtained the prior written authorization of State or the Improvement is exempt under OAR 141-082-0300. State shall not unreasonably withhold or delay its approval for Improvements consistent with the purposes of this Lease. All Improvements must be consistent with the authorized use(s) of this Lease stated in Section 3.1 and in compliance with all applicable laws, regulations, and ordinances as stated in Section 3.2.1.
- 3.5 Disposition of Unauthorized Improvements or Structures: Lessee shall remove all unauthorized Improvements from the Leasehold upon receiving Notice from State, unless State elects to remove the Improvements at Lessee's cost and expense.
- 3.6 Removal of Authorized Improvements: Lessee shall remove all authorized Improvements within 90 days after the termination or expiration of the Lease or modification of the Lease under Section 4.2, unless otherwise agreed by the parties or the Improvement is exempt under OAR 141-082-0310. Lessee is responsible for any damage done to the Leasehold as a result of the removal of any Improvement. Any Improvement remaining on the Leasehold after the 90 days will at the option of State become the property of State, unless otherwise agreed by the parties.
- 3.7 Liability: Lessee shall defend, indemnify and hold State harmless from and against all claims, demands, actions, suits, judgment, losses, damages, penalties, fines, costs, and expenses (including expert witness fees and costs and attorney's fees in an administrative proceeding, at trial, or on appeal) arising from or attributable, in whole or in part, to the Lease or any operations conducted or allowed by Lessee on the Leasehold. As used in this Section 3.7 only, "State" means the State of Oregon and its boards, commissions, agencies, officers, employees, contractors, and agents.

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

3.9 Hazardous Substances:

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

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

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

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

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

## SECTION 4 - MODIFICATION OF LEASEHOLD AREA OR USE

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

## SECTION 5 – RESERVATIONS

- 5.1 Access: State reserves a right of access to the Leasehold, which, subject to any applicable provisions of the Oregon Residential Landlord and Tenant Act, ORS chapter 90, the State may exercise at all reasonable times to inspect and manage the State's interest in the Leasehold and to evaluate and ensure compliance with the terms and conditions of this Lease. State may examine pertinent records of Lessee for the purpose of ensuring compliance with the Lease.
- 5.2 Minerals: State reserves all rights to coal, oil, gas, geothermal resources and other minerals, and all deposits of clay, stone, gravel and sand valuable for building, mining, or commercial purposes including, without limitation, the right to explore, mine, develop, produce and remove such minerals and other deposits, along with the right of ingress and egress for these purposes, and to terminate this Lease as to all or any portion of the Leasehold when required for these purposes with 120 days prior written notice to Lessee or as otherwise provided by law.
- 5.3 Easements: State reserves the right at any time to grant easements across the Leasehold for tunnels, telephone and fiber optic cable lines, pipelines, power lines, or other lawful purpose, along with the right of ingress and egress for these purposes, subject to the inclusion in any such grant of easement of a requirement that the easement holder take all reasonable precautions to ensure that exercise of their easement rights does not unreasonably interfere with Lessee's use(s) authorized in the Lease.

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

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

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

## **SECTION 6 – ASSIGNMENTS; SUBLEASES**

- 6.1 Assignment and Sublease:

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

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

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

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

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

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

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

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

## SECTION 7 – DEFAULT

7.1 Default: The following are events of default:

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

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

7.1.3 Any of the following:

- a) insolvency of Lessee;
- b) the filing by Lessee of a voluntary petition in bankruptcy;

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

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

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

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

7.3 State's Right to Cure Defaults:

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

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

## **SECTION 8 – INSURANCE; BONDS**

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

## **SECTION 9 - ADDITIONAL CONDITIONS AND STIPULATIONS**

- 9.1 None.

## **SECTION 10 - MISCELLANEOUS**

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

- 10.2 No Partnership: State is not a partner nor in a joint venture with Lessee in connection with any business carried on in connection with this Lease or the Leasehold and has no obligation for Lessee's debts or other liabilities.
- 10.3 Non-Waiver: Waiver by either party of strict performance of any provisions of this Lease will not be a waiver nor prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

10.4 Notices:

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

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

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

For Notices to Tenant:

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

For Notices to Landlord:

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

10.4.2 Notice is deemed received:

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

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

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

- 10.5 Governing Law; Venue: This Lease and all matters related to the rights and responsibilities of the parties under it are governed by and subject to the laws of the State of Oregon and the administrative rules of the Department of State Lands and the State Land Board, as they may change from time to time. The Oregon Administrative Rules contain terms and conditions which relate to the rights and responsibilities of the parties under this Lease, and all such terms and conditions (as they may change from time to time) are hereby incorporated by reference and made a part of this Lease. Any claim, action, suit or proceeding (collectively, a "Claim") between State and Lessee that arises from or relates to the Lease must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; except that, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. However, in no way is this section or any other provision of this Lease to be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court. Lessee, by execution of this Lease, hereby consents to the personal jurisdiction of all such courts.
- 10.6 Binding on Successors: This Lease is binding on and will inure to the benefit of the successors and assigns of the parties to it, but nothing in this section may be construed as a consent by State to any disposition or transfer of the Lease or any interest in it by Lessee except as otherwise expressly provided in this Lease.
- 10.7 Nondiscrimination: The Leasehold must be used in a manner, and for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender, or national origin.
- 10.8 Right To Sue More Than Once: State may sue periodically to recover damages accrued to date and no action for damages will bar later actions for damages subsequently accruing.
- 10.9 Remedies Cumulative: The remedies contained in this Lease are in addition to, and do not exclude, any other remedy available at law or in equity, and the exercise by either party of any one or more of its remedies does not preclude the exercise by it at the same or different times of any other remedies for the same default or breach by the other party.

- 10.10 Attorney Fees: If suit or action is instituted in connection with any controversy arising out of or in connection with this Lease, the prevailing party is entitled to recover all costs and disbursements incurred, including such sums as the court may adjudge reasonable as attorney fees at trial and on any appeal of the suit or action, and in any bankruptcy case or proceedings. State's obligation under this section is subject to the limitations of Article XI, section 7 of the Oregon Constitution.
- 10.11 Exhibits: All Exhibits to which reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not they are actually attached. References to "this Lease" include matters incorporated by reference.
- 10.12 Survival. Termination or expiration of the Lease will not extinguish or prejudice State's right to enforce the provisions of this Lease relating to indemnification, access to records, governing law, venue and consent to jurisdiction.

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*[remainder of page intentionally left blank]*

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

**STATE:**

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

**LESSEE:**

City of St Helens  
Municipal Corporation  
PO Box 278  
St. Helens, OR 97051

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signature/Title  
(Note requirement below)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
(name of officer or agent of corporation)

the \_\_\_\_\_ of \_\_\_\_\_  
(title of officer or agent) (name of business entity)

a \_\_\_\_\_  
(state or place of incorporation) (corporation, general partnership, limited liability company, etc.)

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

\_\_\_\_\_  
Notary Signature:

My commission expires: \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit B  
INSURANCE REQUIREMENTS**

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

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

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

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

**(Commercial/General) Liability coverage,** insuring against claims for bodily injury, death and property damage. Coverage must include contractual liability coverage for the indemnity provided under this Lease. **The commercial/general liability insurance coverages required under this Lease must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds. See Number 7 below.**

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

**Bodily Injury/Death:**

\$1,000,000/\$2,000,000 combined single limit per occurrence/aggregate limit for all claims per occurrence.

or

\$2,000,000/\$4,000,000 combined single limit per occurrence/aggregate limit for all claims per occurrence.

or

\$ \_\_\_\_\_

3.  Required by State  Not required by State.  
**Marine Protection and Indemnity Coverage.** Lessee shall obtain, at Lessee's expense, and keep in effect during the term of the Lease, marine protection and indemnity coverage. Shall not be less than \$ \_\_\_\_\_.
4.  Required by State  Not required by State.  
**Pollution Liability:** Lessee shall obtain at Lessee's expense, and shall keep in effect during the term of the Lease, pollution liability insurance covering Lessee's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Lessee, all arising out of Lessee's lease of the Leasehold. Shall not be less than \$ \_\_\_\_\_
5. **"Tail" Coverage.** If any of the required liability insurance is on a "claims made" basis, Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Lease, for a minimum of 24 months following the termination or expiration of the Lease.
6. **Certificates of Insurance.** As evidence of the insurance coverages required by this Lease, the Lessee shall furnish acceptable insurance certificates to State prior to commencing any work to be performed under the Lease. The certificate must specify all of the parties who are additional insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to State. Lessee shall pay for all deductibles, self-insured retention and self-insurance
7. **Additional Insured.** The commercial general liability and automobile liability insurance coverages required under this Lease must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds but only with respect to Lessee's activities to be performed under this Lease. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
8. **Change in coverage or cancellation.** Lessee shall notify Lessor when a change in coverage or cancellation occurs. Lessee shall provide Lessor copies of new coverage upon effect of change. As stated in section 2, Lessee shall ensure required insurance coverage is maintained over the term of the lease.

## **APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS**

City Council Meeting ~ September 7, 2016

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### **Pending applications received:**

<u>Name</u>	<u>Interest</u>	<u>Date Application Received</u>	<u>Referred by Email To Committee(s)</u>
• Elizabeth Wallace	Bicycle & Pedestrian Commission	1/19/16	2/16/16
• Elizabeth Wallace	Library Board	1/19/16	1/19/16
• Kimberly O'Hanlon	Arts & Cultural Commission	5/17/16	5/17/16

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### **Arts & Cultural Commission (3-year terms)**

- Susie Patterson resigned. Her term expires 9/30/2017.
- Nancy Bowers resigned. Her term expires 9/30/2018.
- Diane Dillard and Kevin Chavez's terms expire 9/30/2016. Both wish to be reappointed. Neither have served two full terms. Both are eligible for reappointment.

**Status:** A press release was sent out on May 2 and August 16. We have received one application to date.

**Next Meeting:** September 27, 2016

**Recommendation:** None at this time.

### **Bicycle & Pedestrian Commission (3-year terms)**

- Dave Ehrenkranz resigned. His term expires 12/31/2015.
- Matt Freeman resigned. His term expires 12/31/2015.
- Ray Scholl resigned. His term expires 12/31/2015.
- Dave Woulet resigned. His term expired 12/31/2014.
- Angela Barlow resigned. Her term expires 12/31/2016.
- Simon Date resigned. His term expires 12/31/2016.
- Martin Kennedy resigned. His term expires 12/31/2016.

**Status:** Currently, the Commission has 5 members and 5 vacancies. One application has been received.

**Next Meeting:** October 27, 2016

**Recommendation:** None at this time.

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**City of St. Helens**  
**RESOLUTION NO. 1648**

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

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

**WHEREAS**, Resolution No. 1521 established general recruitment, selection and appointment guidelines for appointments to the City of St. Helens boards, committees and commissions; and

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

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

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

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all applications in favor of re-advertising if no applicants are found to be suitable for the board, committee or commission.

9. Reappointments to a City board, committee or commission shall be considered in accordance with the guidelines listed in this section, together with the type of service the individual has already given to the board, committee or commission and his/her stated willingness to continue.
10. Consideration should be given to residents outside the City when the board, committee or commission or function serves residents outside City boundaries.
11. Board, committee or commission members shall not participate in any proceeding or action in which there may be a direct or substantial financial interest to the member, the member's relative or a business with which the member or a relative is associated, including any business in which the member is serving on their board or has served within the previous two years; or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflict of interest shall be disclosed at the meeting where the action is being taken.
12. Board, committee or commission vacancies are filled by appointment of the Mayor with the consent of Council. Board, committee or commission members shall serve without compensation except the Planning Commission that may receive a monthly stipend at the discretion of the City Council.
13. Individuals appointed to one City board, committee or commission shall not serve on any other City board, committee or commission during the term of their appointment; provided, that the Council may waive this limitation if it is in the public interest to do so.

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

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson  
Randy Peterson, Mayor

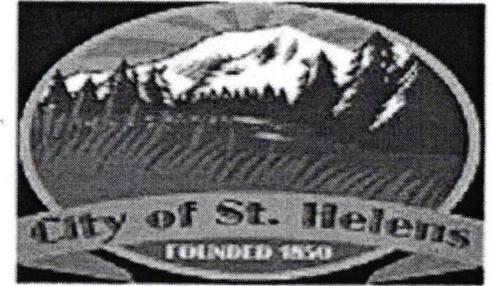
ATTEST:

/s/ Kathy Payne  
Kathy Payne, City Recorder

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 08/11/2016 - 3:53PM  
 Batch: 00009.08.2016 - AP 8/12/16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
A AND A DRILLING SERVICE, INC.									
000049									
45750	8/3/2016	2,825.00	0.00	08/12/2016				False	0
010-302-653201				Water main replacement	12X6 DI TAPPING SLEEVE AND VALVE WITH 6 LIVE				
	45750 Total:	2,825.00							
	A AND A DRILLING SER	2,825.00							
ACE HARDWARE									
000500									
1211	7/31/2016	19.49	0.00	08/12/2016				False	0
012-107-457000				Office supplies	MATERIALS				
	1211 Total:	19.49							
1213	7/31/2016	579.73	0.00	08/12/2016				False	0
001-005-501000				Operating Materials & Supp	MATERIALS				
	1213 Total:	579.73							
1214	7/31/2016	52.32	0.00	08/12/2016				False	0
001-002-501000				Operating Materials & Supp	MATERIALS				
	1214 Total:	52.32							
1217	7/31/2016	98.73	0.00	08/12/2016				False	0
018-019-501000				Operating Materials	MATERIALS				
1217	7/31/2016	98.73	0.00	08/12/2016				False	0
018-020-501000				Operating Materials & Supplies	MATERIALS				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1217 Total:	197.46 ✓							
1218	7/31/2016	17.35	0.00	08/12/2016				False	0
001-004-470000	Building Expense				MATERIALS				
1218	7/31/2016	56.49	0.00	08/12/2016				False	0
001-005-501000	Operating Materials & Supp				MATERIALS				
1218	7/31/2016	32.94	0.00	08/12/2016				False	0
012-107-457000	Office supplies				MATERIALS				
1218	7/31/2016	20.56	0.00	08/12/2016				False	0
013-403-470000	Building				MATERIALS				
1218	7/31/2016	21.98	0.00	08/12/2016				False	0
013-403-501000	Operating materials/supplies				MATERIALS				
1218	7/31/2016	6.00	0.00	08/12/2016				False	0
015-015-501000	Operating Materials & Supp				MATERIALS				
1218	7/31/2016	66.08	0.00	08/12/2016				False	0
017-017-501000	Operating Materials & Sup.				MATERIALS				
1218	7/31/2016	56.55	0.00	08/12/2016				False	0
017-417-501000	Operating materials and suppli				MATERIALS				
1218	7/31/2016	27.48	0.00	08/12/2016				False	0
018-019-501000	Operating Materials				MATERIALS				
	1218 Total:	305.43 ✓							
	ACE HARDWARE Total:	1,154.43 ✓							
ADAMS, WILLIAM P. P.ADAMS									
08082016	8/8/2016	12.00	0.00	08/12/2016				False	0
001-000-354000	Misc Revenue				REFUND PUBLIC REC REQUEST REC 51411				
	08082016 Total:	12.00							
	ADAMS, WILLIAM P. To	12.00 ✓							
AIRGAS USA, LLC AIRGAS									
9938308533	7/31/2016	17.05	0.00	08/12/2016				False	0

Navigate using Bookmarks or by clicking on an agenda item.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
017-017-501000 Operating Materials & Sup.					CO2				
9938308533 Total:		17.05							
AIRGAS USA, LLC Total:		17.05							
ALEXIN ANALYTICAL LABS, INC. 001650									
27103	7/31/2016	399.00	0.00	08/12/2016				False	0
017-017-472000 Lab Testing					ROUTINE COLIFORM E COLI TESTING				
27103 Total:		399.00							
ALEXIN ANALYTICAL L		399.00							
AMERICAN EXTERMINATION AMERICAN									
115101	8/3/2016	110.00	0.00	08/12/2016				False	0
001-110-470000 Building expense					PEST CONTROL SR. CENTER				
115101 Total:		110.00							
AMERICAN EXTERMIN		110.00							
BEMIS PRINTING 002701									
7003	7/26/2016	138.90	0.00	08/12/2016				False	0
001-105-457000 Office supplies					STAMPS				
7003 Total:		138.90							
7018	8/3/2016	55.00	0.00	08/12/2016				False	0
012-107-457000 Office supplies					ENVELOPES				
7018 Total:		55.00							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
BEMIS PRINTING Total:		193.90							
BOBCAT OF PORTLAND									
003749									
2323816	8/4/2016	77.15	0.00	08/12/2016				False	0
015-015-501000 Operating Materials & Supp					LENS REAR TOP INDICATOR LIGHT				
2323816 Total:		77.15							
BOBCAT OF PORTLAND		77.15							
CANON SOLUTIONS AMERICA, INC									
021694									
4019779983	7/31/2016	23.65	0.00	08/12/2016				False	0
001-004-473000 Misc Expense					COPIER				
4019779983 Total:		23.65							
4019839155	8/1/2016	164.02	0.00	08/12/2016				False	0
012-107-502000 Equipment expense					COPIER				
4019839155 Total:		164.02							
CANON SOLUTIONS AM		187.67							
CENTERLOGIC, INC.									
011595									
35841	8/1/2016	105.33	0.00	08/12/2016				False	0
012-101-500000 Information services					IT SUPPORT				
35841	8/1/2016	32.50	0.00	08/12/2016				False	0
010-305-653553 Phone system					IT SUPPORT				
35841	8/1/2016	70.22	0.00	08/12/2016				False	0
001-100-500000 Information services					IT SUPPORT				
35841	8/1/2016	140.58	0.00	08/12/2016				False	0
001-103-500000 Information services					IT SUPPORT				
35841	8/1/2016	70.22	0.00	08/12/2016				False	0

Navigate using Bookmarks or by clicking on an agenda item.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
001-104-500000 Information services					IT SUPPORT				
35841	8/1/2016	887.50	0.00	08/12/2016				False	0
001-002-500000 Computer System Maint.					IT SUPPORT				
35841	8/1/2016	133.50	0.00	08/12/2016				False	0
001-105-500000 Information services					IT SUPPORT				
35841	8/1/2016	154.59	0.00	08/12/2016				False	0
012-102-500000 Information services					IT SUPPORT				
35841	8/1/2016	372.33	0.00	08/12/2016				False	0
012-106-500000 Information services					IT SUPPORT				
35841	8/1/2016	288.23	0.00	08/12/2016				False	0
013-402-500000 Information services					IT SUPPORT				
		<hr/>							
	35841 Total:	2,255.00							
		<hr/>							
	CENTERLOGIC, INC. To	2,255.00 ✓							
CHAVES CONSULTING, INC.-CRMS									
006630									
160207	8/1/2016	259.14	0.00	08/12/2016				False	0
012-102-554000 Contractual/consulting serv					MONTHLY USER FEE PER USER OR 0486 ERMS SAA5				
		<hr/>							
	160207 Total:	259.14							
		<hr/>							
	CHAVES CONSULTING,	259.14 ✓							
CHINOOK SALES & RENTALS, INC.									
006763									
93619	7/27/2016	791.92	0.00	08/12/2016				False	0
001-005-501000 Operating Materials & Supp					TRIMMER				
		<hr/>							
	93619 Total:	791.92							
		<hr/>							
	CHINOOK SALES & REN	791.92 ✓							

CINTAS CORPORATION  
037620

Navigate using Bookmarks or by clicking on an agenda item.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
5005700032	8/3/2016	51.85	0.00	08/12/2016				False	0
013-403-470000 Building					CABINET REFILL				
	5005700032 Total:	51.85							
	CINTAS CORPORATION	51.85							
CNA SURETY									
007157									
07292016	7/29/2016	175.00	0.00	08/12/2016				False	0
012-102-490000 Professional development					BOND POLICY 70604085 EFF 10-1-2016				
	07292016 Total:	175.00							
	CNA SURETY Total:	175.00							
COLUMBIA CO. DEPT. OF COMM. JUSTICE									
007581									
201607CSH	8/2/2016	1,300.00	0.00	08/12/2016				False	0
001-005-554000 Contractual Services					PARKS WORK CREW				
201607CSH	8/2/2016	1,300.00	0.00	08/12/2016				False	0
013-403-554000 Contractual/consulting serv					PW WORK CREW				
	201607CSH Total:	2,600.00							
	COLUMBIA CO. DEPT. O	2,600.00							
COLUMBIA COUNTY CLERK									
007500									
08102016	8/10/2016	56.00	0.00	08/12/2016				False	0
001-104-494000 Recording fees					RECORDING FEES WAIVER OF REMONSTRANCE FO				
	08102016 Total:	56.00							
	COLUMBIA COUNTY CL	56.00							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
COLUMBIA RIVER P.U.D.									
008325									
08012016	8/1/2016	7,700.87	0.00	08/12/2016				False	0
018-019-534000				Electrical Energy	38633				
	08012016 Total:	7,700.87							
	COLUMBIA RIVER P.U.D	7,700.87							
COMCAST									
08072016	8/7/2016	94.85	0.00	08/12/2016				False	0
013-403-458000				Telecommunication expense	9144				
	08072016 Total:	94.85							
	COMCAST Total:	94.85							
COUNTRY MEDIA INC.									
006800									
240200	7/27/2016	45.00	0.00	08/12/2016				False	0
012-101-527000				Communications	POLICE ADD				
	240200 Total:	45.00							
240830	7/29/2016	45.00	0.00	08/12/2016				False	0
012-101-527000				Communications	POLICE ADD				
	240830 Total:	45.00							
	COUNTRY MEDIA INC. T	90.00							
DAILY JOURNAL OF COMMERCE, INC									
009900									
742866514	8/1/2016	135.70	0.00	08/12/2016				False	0
012-106-526000				Advertisements	RFP IT SERVICES				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	742866514 Total:	135.70							
	DAILY JOURNAL OF CO	135.70							
DEPARTMENT OF CONSUMER & BUSINESS SERVICES									
023011									
07252016	7/25/2016	100.00	0.00	08/12/2016				False	0
	001-105-490000 Professional development				ROBERT E JOHNSTON LICENSE RENEWAL				
	07252016 Total:	100.00							
08012016	8/1/2016	125.00	0.00	08/12/2016				False	0
	001-105-490000 Professional development				ROBERT E JOHNSTON CERTIFICATION RENEWAL OI				
	08012016 Total:	125.00							
	DEPARTMENT OF CONS	225.00							
EATON'S TIRE AND SERVICE CENTER									
011000									
63406	5/9/2016	98.99	0.00	08/12/2016				False	0
	001-005-501000 Operating Materials & Supp				TIRE SMOOTHIE TUBE LAWN MOWER				
	63406 Total:	98.99							
64100	7/7/2016	150.00	0.00	08/12/2016				False	0
	001-005-501000 Operating Materials & Supp				LAWN MOWER TURF SAVER				
	64100 Total:	150.00							
64101	7/7/2016	64.95	0.00	08/12/2016				False	0
	001-002-510000 Automobile Expense				2015 CH TAHOE THRUST ALIGNMENT LT TRUCK				
	64101 Total:	64.95							
	EATON'S TIRE AND SER	313.94							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
ENVISIONWARE, INC.									
011480									
INV-US-27425	8/3/2016	655.35	0.00	08/12/2016	LIB EFFICIENCY SOLUTIONS			False	0
001-004-500000 Computer Maintenance									
	INV-US-27425 Total:	655.35							
	ENVISIONWARE, INC. T	655.35							
FLASH ALERT NEWSWIRE									
012248									
8502	8/1/2016	216.00	0.00	08/12/2016	NEWS DISTRIBUTION			False	0
012-102-554000 Contractual/consulting serv									
	8502 Total:	216.00							
	FLASH ALERT NEWSWI	216.00							
HELLER ENTERPRISES									
015064									
23910	8/3/2016	22.44	0.00	08/12/2016	MATERIALS S.375 RD			False	0
011-011-501000 Operating Materials & Supp									
	23910 Total:	22.44							
	HELLER ENTERPRISES	22.44							
HUDSON GARBAGE SERVICE									
015875									
8957053	8/1/2016	52.13	0.00	08/12/2016	1554			False	0
001-004-459000 Utilities									
	8957053 Total:	52.13							
8957176	8/11/2016	109.63	0.00	08/12/2016	8333			False	0
018-019-459000 Utilites									
8957176	8/11/2016	109.63	0.00	08/12/2016				False	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
018-020-459000 Utilities					8333				
	8957176 Total:	219.26 ✓							
8957327	8/1/2016	83.76	0.00	08/12/2016				False	0
012-107-459000 Utilitites					7539				
	8957327 Total:	83.76 ✓							
8957328	8/11/2016	83.76	0.00	08/12/2016				False	0
001-002-459000 Utilities					7547				
	8957328 Total:	83.76 ✓							
8957329	8/11/2016	113.31	0.00	08/12/2016				False	0
013-403-459000 Utilities					7555				
	8957329 Total:	113.31 ✓							
8957330	8/11/2016	491.30	0.00	08/12/2016				False	0
001-005-459000 Utilities					7598				
	8957330 Total:	491.30 ✓							
8957331	8/11/2016	309.10	0.00	08/12/2016				False	0
001-110-459000 Utilities					7601				
	8957331 Total:	309.10 ✓							
8957332	8/11/2016	210.07	0.00	08/12/2016				False	0
001-005-459000 Utilities					7636				
	8957332 Total:	210.07 ✓							
	HUDSON GARBAGE SER	1,562.69 ✓							
INGRAM LIBRARY SERVICES, INC.									
016240									
93782096	7/12/2016	5.35	0.00	08/12/2016				False	0
001-004-511000 Printed Materials					BOOKS 20C7921				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	93782096 Total:	5.35 ✓							
93782097	7/12/2016	1,231.68	0.00	08/12/2016				False	0
001-004-511000	Printed Materials				BOOKS 20C7921				
	93782097 Total:	1,231.68 ✓							
93782098	7/12/2016	138.21	0.00	08/12/2016				False	0
001-004-511000	Printed Materials				BOOKS 20C7921				
	93782098 Total:	138.21 ✓							
94051262	8/2/2016	38.84	0.00	08/12/2016				False	0
001-004-511000	Printed Materials				BOOKS 20C7921				
	94051262 Total:	38.84 ✓							
94051265	8/2/2016	817.84	0.00	08/12/2016				False	0
001-004-483000	Audio Materials				BOOKS 20C7921				
	94051265 Total:	817.84 ✓							
	INGRAM LIBRARY SERV	2,231.92 ✓							
INTEGRATED POWER SERVICES LLC									
INT									
8205294	7/25/2016	4,732.12	0.00	08/12/2016				False	0
018-020-501000	Operating Materials & Supplies				5527 REPAIR MOTOR FOR #1				
	8205294 Total:	4,732.12							
	INTEGRATED POWER S	4,732.12 ✓							
KNIFE RIVER									
017628									
1592908	7/27/2016	165.01	0.00	08/12/2016				False	0
017-017-501000	Operating Materials & Sup.				ROCK				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	1592908 Total:	165.01							
1593088	7/28/2016	171.87	0.00	08/12/2016	ROCK			False	0
017-017-501000	Operating Materials & Sup.								
	1593088 Total:	171.87							
	KNIFE RIVER Total:	336.88							
KOLDERUP, GRETCHEN									
007249									
07222016	7/22/2016	120.96	0.00	08/12/2016	OR YOUNG ADULT NET QUART MEETING G. KOLDE			False	0
001-004-490000	Schools & Conventions								
	07222016 Total:	120.96							
	KOLDERUP, GRETCHEN	120.96							
LANG, ATTORNEY AT LAW, MARK J.									
018006									
1606	8/1/2016	112.00	0.00	08/12/2016	TAMARA ANDREWS			False	0
001-103-554000	Contractual/consulting serv								
	1606 Total:	112.00							
	LANG, ATTORNEY AT LA	112.00							
LIM, PETE									
P.LIM									
08082016	8/8/2016	238.55	0.00	08/12/2016	DPSST REFRESHER COURSE DPSST CERT / MILEAGI			False	0
001-005-490000	Schools & Conventions								
	08082016 Total:	238.55							
	LIM, PETE Total:	238.55							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
NAS ASSOCIATES, INC.									
028148									
19625	7/29/2016	4,300.00	0.00	08/12/2016				False	0
018-019-472000	Lab Testing			TESTING TOXICITY					
	19625 Total:	4,300.00							
	NAS ASSOCIATES, INC.	4,300.00							
OCLC, INC.									
021704									
0000481383	7/31/2016	1,391.32	0.00	08/12/2016				False	0
001-004-518000	Interlibrary Services			CATALOGING AND METADATA					
	0000481383 Total:	1,391.32							
	OCLC, INC. Total:	1,391.32							
OREGON ASSOC. OF MUNICIPAL RECORDERS									
OAMR									
08102016	8/10/2016	475.00	0.00	08/12/2016				False	0
012-102-490000	Professional development			2016 OAMR ANNUAL ACAD CONF REG FOR KAHTY					
	08102016 Total:	475.00							
	OREGON ASSOC. OF MU	475.00							
OREGON DMV									
023150									
61018-072916	7/29/2016	3.00	0.00	08/12/2016				False	0
012-102-473000	Miscellaneous			INTERNET AUTO REPORTING SERV. 61018 ACCT					
	61018-072916 Total:	3.00							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	OREGON DMV Total:	3.00							
PAPE MACHINERY 024755									
10078470	8/2/2016	43.60	0.00	08/12/2016	TEMPERATURE			False	0
	015-015-501000 Operating Materials & Supp								
	10078470 Total:	43.60							
	PAPE MACHINERY Total	43.60							
PAULSON PRINTING 025300									
C9528	7/31/2016	55.00	0.00	08/12/2016	JOHNSTON BUS CARDS			False	0
	001-105-457000 Office supplies								
	C9528 Total:	55.00							
	PAULSON PRINTING To	55.00							
PEAK ELECTRIC GROUP, LLC PEAK.ELE									
160283	8/8/2016	452.50	0.00	08/12/2016	REPAIR LIGHTS			False	0
	001-005-554000 Contractual Services								
	160283 Total:	452.50							
	PEAK ELECTRIC GROU	452.50							
PHILLIPS, CYNTHIA 025515									
08152016	8/15/2016	1,670.00	0.00	08/12/2016	8/1-8/15 MUNI COURT JUDGE			False	0
	001-103-554000 Contractual/consulting serv								

Navigate using Bookmarks or by clicking on an agenda item.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
08152016 Total:		1,670.00							
PHILLIPS, CYNTHIA Tot		1,670.00	✓						
PORTLAND GENERAL ELECTRIC									
025702									
08102016	8/10/2016	42.50	✓	0.00	08/12/2016			False	0
011-011-453000 Street Lighting					9724				
08102016	8/10/2016	99.85	✓	0.00	08/12/2016			False	0
009-209-554000 Contract Services					7687				
08102016 Total:		142.35							
PORTLAND GENERAL E		142.35	✓						
RICOH USA, INC.									
027294									
97295546	8/4/2016	192.24		0.00	08/12/2016			False	0
001-002-470000 Building Expense					POLICE COPIER 1496666-3356313				
97295546 Total:		192.24							
RICOH USA, INC. Total:		192.24	✓						
SELDEN, LAURIE									
030715									
08082016	8/8/2016	3,015.00		0.00	08/12/2016			False	0
001-103-554000 Contractual/consulting serv					CRIMINAL PROSECUTORIAL SERVICES 8/1-8/15				
08082016 Total:		3,015.00							
SELDEN, LAURIE Total:		3,015.00	✓						

SHRED-IT USA, LLC

Navigate using Bookmarks or by clicking on an agenda item.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
SHRED-IT									
8120786114	7/31/2016	85.90	0.00	08/12/2016				False	0
012-102-554000	Contractual/consulting serv			13627551 SHREDDING CITY HALL					
	8120786114 Total:	85.90	✓						
ST. HELENS ASSETS									
8120788932	7/31/2016	134.39	0.00	08/12/2016				False	0
001-002-470000	Building Expense			13664225 POLICE SHRED					
	8120788932 Total:	134.39	✓						
	SHRED-IT USA, LLC Tot	220.29	✓						
ST. HELENS ASSETS									
0284677									
08092016	8/9/2016	2,000.00	0.00	08/12/2016				False	0
001-000-315000	Plan Check Fee			REFUND OVERAGE PLAN REVIEW FEE REC 0142353					
	08092016 Total:	2,000.00							
	ST. HELENS ASSETS Tot	2,000.00	✓						
STAPLES BUSINESS ADVANTAGE									
031983									
3310191060	7/30/2016	36.63	0.00	08/12/2016				False	0
012-107-457000	Office supplies			OFFICE SUPPLIES					
	3310191060 Total:	36.63	✓						
3310191061	7/30/2016	22.19	0.00	08/12/2016				False	0
012-107-457000	Office supplies			OFFICE SUPPLIES					
	3310191061 Total:	22.19	✓						
	STAPLES BUSINESS AD	58.82	✓						

SUNRIVER RESORT

Navigate using Bookmarks or by clicking on an agenda item.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
032650									
08102016	8/10/2016	283.40	0.00	08/12/2016				False	0
001-002-490000	Police Training/Supplies				MALINDA DURAN OSP CJIS CONFERENCE				
	08102016 Total:	283.40							
	SUNRIVER RESORT Tota	283.40							
SUNSET AUTO PARTS, INC.									
020815									
07312016	7/31/2016	180.80	0.00	08/12/2016				False	0
015-015-501000	Operating Materials & Supp				ACCT 6355 AUTO PARTS MULTIPLE INVOICES				
	07312016 Total:	180.80							
	SUNSET AUTO PARTS, I	180.80							
SUNSET EQUIPMENT CO.									
032700									
37881	7/18/2016	30.99	0.00	08/12/2016				False	0
001-005-501000	Operating Materials & Supp				SUPERSEDES				
	37881 Total:	30.99							
37923	7/20/2016	44.22	0.00	08/12/2016				False	0
001-005-501000	Operating Materials & Supp				INTERNAL COUPLER				
	37923 Total:	44.22							
38362	8/4/2016	660.00	0.00	08/12/2016				False	0
001-005-501000	Operating Materials & Supp				SPREADER				
	38362 Total:	660.00							
	SUNSET EQUIPMENT C	735.21							

TCMS CORPORATION

Navigate using Bookmarks or by clicking on an agenda item.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
033013									
015003	8/4/2016	1,053.75	0.00	08/12/2016				False	0
001-110-470000	Building expense				C10625 8/1-10/31				
	015003 Total:	1,053.75							
	TCMS CORPORATION T	1,053.75							
TEREX SERVICES									
024530									
90375647	7/30/2016	730.00	0.00	08/12/2016				False	0
015-015-501000	Operating Materials & Supp				136532 ANNUAL INSPECTION				
	90375647 Total:	730.00							
	TEREX SERVICES Total:	730.00							
UPS									
033900									
00006550XW316	7/30/2016	8.00	0.00	08/12/2016				False	0
013-403-457000	Office supplies				SHIPPING DCBS				
	00006550XW316 Total:	8.00							
	UPS Total:	8.00							
VERIZON WIRELESS									
000720									
9769522503	8/11/2016	168.00	0.00	08/12/2016				False	0
017-017-459000	Utilities				242060134-00001				
	9769522503 Total:	168.00							
	VERIZON WIRELESS To	168.00							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
WILCOX & FLEGEL 037003									
0058529-IN	8/2/2016	36.54	0.00	08/12/2016				False	0
013-403-531000 Gasoline					SHOP GAS				
	0058529-IN Total:	36.54							
C008617-IN	8/1/2016	412.11	0.00	08/12/2016				False	0
001-005-531000 Gasoline Expense					PARKS GAS				
	C008617-IN Total:	412.11							
	WILCOX & FLEGEL Tota	448.65							
	Report Total:	47,581.31							



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8/11/16

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 08/09/2016 - 8:57AM  
 Batch: 00008.08.2016 - AP 8/9/16

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
DEPT. OF COMMERCE, ATTN: ECONOMIC DEVELOPMENT COU: 010133									
08042016	8/4/2016	450.00	0.00	08/09/2016				False	0
001-100-490000 Professional development					SUSAN CONN REGISTRATION AND ACCOMMODATI				
08042016 Total:		450.00							
DEPT. OF COMMERCE,		450.00							
Report Total:		450.00							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
AUG 2016-4863	7/28/2016	19.04	0.00	08/19/2016				False	0
001-002-457000 Office Supplies					OFFICE SUPPLIES				
AUG 2016-4863	7/28/2016	30.90	0.00	08/19/2016				False	0
001-002-457000 Office Supplies					OFFICE SUPPLIES				
AUG 2016-4863	7/28/2016	26.39	0.00	08/19/2016				False	0
001-002-502000 Equipment Expense					OFFICE SUPPLIES				
AUG 2016-4863	7/28/2016	99.98	0.00	08/19/2016				False	0
001-002-502000 Equipment Expense					OFFICE SUPPLIES UNDER DESK SUPER SHELL				
AUG 2016-4863	7/28/2016	66.75	0.00	08/19/2016				False	0
001-002-501000 Operating Materials & Supp					XPRESS TAGS				
AUG 2016-4863	7/28/2016	66.53	0.00	08/19/2016				False	0
001-002-501000 Operating Materials & Supp					STAPLER WAREHOUSE REPLACEMENT PARTS KIT				
AUG 2016-4863	7/28/2016	25.00	0.00	08/19/2016				False	0
001-002-490000 Police Training/Supplies					FBI NAT ACAD				
AUG 2016-4863	7/28/2016	500.00	0.00	08/19/2016				False	0
001-002-490000 Police Training/Supplies					FBI NAT ACAD				
AUG 2016-4863 Total:		983.89							
AUG 2016-7727	7/28/2016	239.00	0.00	08/19/2016				False	0
001-005-501000 Operating Materials & Supp					MOWERS DIRECT / MOWER BLADES				
AUG 2016-7727	7/28/2016	151.60	0.00	08/19/2016				False	0
013-403-457000 Office supplies					STAPLES/ OFFICE SUPPLIES				
AUG 2016-7727	7/28/2016	125.97	0.00	08/19/2016				False	0
013-403-457000 Office supplies					STAPLES/ OFFICE SUPPLIES				
AUG 2016-7727	7/28/2016	108.00	0.00	08/19/2016				False	0
013-403-457000 Office supplies					AMAZON/ ROUTER				
AUG 2016-7727	7/28/2016	17.26	0.00	08/19/2016				False	0
013-403-457000 Office supplies					STAPLES / OFFICE SUPPLIES				
AUG 2016-7727	7/28/2016	430.51	0.00	08/19/2016				False	0
012-107-575000 Equipment expense					ROOF DRAIN EXPRESS				
AUG 2016-7727 Total:		1,072.34							
AUG 2016-8267	7/28/2016	314.99	0.00	08/19/2016				False	0
001-004-519000 Furnishing/Shelving Exp					DEMCO/ DVDS				
AUG 2016-8267	7/28/2016	12.25	0.00	08/19/2016				False	0
012-101-527000 Communications					TWITTER				
AUG 2016-8267	7/28/2016	1.75	0.00	08/19/2016				False	0
012-101-527000 Communications					TWITTER				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
AUG 2016-8267	7/28/2016	4.25	0.00	08/19/2016				False	0
012-101-527000 Communications					TWITTER				
AUG 2016-8267	7/28/2016	-199.00	0.00	08/19/2016				False	0
001-004-490000 Schools & Conventions					REFUND CLASS CANCELED DEWEY DECIMAL				
AUG 2016-8267	7/28/2016	5,125.00	0.00	08/19/2016				False	0
008-008-473500 Public Art					KICKSTARTER / SALMON TREE CYCLE PROJECT PH				
AUG 2016-8267	7/28/2016	42.72	0.00	08/19/2016				False	0
012-101-527000 Communications					FACEBOOK				
AUG 2016-8267 Total:		5,301.96							
AUG 2016-9549	7/28/2016	564.00	0.00	08/19/2016				False	0
009-207-652740 Library donation exp					CENTRALIA FUR AND HIDE INCE				
AUG 2016-9549	7/28/2016	117.50	0.00	08/19/2016				False	0
012-102-473000 Miscellaneous					BOLI				
AUG 2016-9549	7/28/2016	145.00	0.00	08/19/2016				False	0
012-102-526000 Advertisements					MATIONAL MINORITY UPDATE				
AUG 2016-9549	7/28/2016	109.00	0.00	08/19/2016				False	0
001-004-457000 Office Supplies					PURCHASE FUSER FOR COLOR PRINTER				
AUG 2016-9549	7/28/2016	199.00	0.00	08/19/2016				False	0
001-004-490000 Schools & Conventions					OCLC MARC N. WOODRUFF				
AUG 2016-9549	7/28/2016	15.99	0.00	08/19/2016				False	0
001-004-481000 Visual Materials					OPB				
AUG 2016-9549	7/28/2016	-15.99	0.00	08/19/2016				False	0
001-004-481000 Visual Materials					OPB				
AUG 2016-9549	7/28/2016	199.00	0.00	08/19/2016				False	0
001-004-490000 Schools & Conventions					OCLC MARC N. WOODRUFF				
AUG 2016-9549	7/28/2016	226.03	0.00	08/19/2016				False	0
012-102-526000 Advertisements					INDEED				
AUG 2016-9549 Total:		1,559.53							
BANKCARD CENTER To		8,917.72							
BIO-MED TESTING SERVICE, INC.									
003505									
51362	8/3/2016	235.00	0.00	08/19/2016				False	0
012-102-554000 Contractual/consulting serv					RANDOM SELECT TESTING ELDER, CERNAC, HART				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	51362 Total:	235.00							
	BIO-MED TESTING SERV	235.00 ✓							
CINTAS CORPORATION									
037620									
5005700030	8/3/2016	89.15	0.00	08/19/2016				False	0
001-002-501000	Operating Materials & Supp				CABINET REFILL				
	5005700030 Total:	89.15 ✓							
5005700031	8/3/2016	63.12	0.00	08/19/2016				False	0
012-107-457000	Office supplies				CABINET REFILL CITY HALL				
	5005700031 Total:	63.12 ✓							
	CINTAS CORPORATION	152.27 ✓							
CINTAS CORPORATION-463									
006830									
463693422	7/18/2016	95.96	0.00	08/19/2016				False	0
001-002-470000	Building Expense				SUPPLIES				
	463693422 Total:	95.96 ✓							
463700307	8/1/2016	49.12	0.00	08/19/2016				False	0
001-002-470000	Building Expense				SUPPLIES				
	463700307 Total:	49.12 ✓							
463703708	8/8/2016	47.95	0.00	08/19/2016				False	0
018-019-470000	Building Expense				MATS				
463703708	8/8/2016	47.96	0.00	08/19/2016				False	0
018-020-470000	Building Expense				MATS				
	463703708 Total:	95.91 ✓							
463703712	8/8/2016	43.53	0.00	08/19/2016				False	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
013-403-470000 Building					MATS				
	463703712 Total:	43.53							
	CINTAS CORPORATION	284.52							
COASTWIDE LABORATORIES									
007159									
2898775	8/3/2016	95.85	0.00	08/19/2016				False	0
001-004-470000 Building Expense					TP AND PAPER TOWEL				
	2898775 Total:	95.85							
	COASTWIDE LABORATO	95.85							
COLUMBIA COUNTY RIDER									
007766									
16-1097	8/3/2016	10.00	0.00	08/19/2016				False	0
001-002-501000 Operating Materials & Supp					VOUCHER FOR RIDE FROM ST HELENS TO PORTLA				
	16-1097 Total:	10.00							
	COLUMBIA COUNTY RI	10.00							
COLUMBIA COUNTY TRANSFER STATION									
007579									
5368	7/31/2016	198.60	0.00	08/19/2016				False	0
001-005-509000 Marine board expense					ACCOUNT 17 MUN SOLID WASTE				
	5368 Total:	198.60							
	COLUMBIA COUNTY TR	198.60							
COLUMBIA FEED & SUPPLY									
008120									

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
23228	7/28/2016	273.21	0.00	08/19/2016				False	0
001-005-501000	Operating Materials & Supp			DIXION BLADES					
	23228 Total:	273.21							
	COLUMBIA FEED & SUP	273.21							
COLUMBIA RIVER HONDA									
008425									
4305497	7/13/2016	22.05	0.00	08/19/2016				False	0
018-019-501000	Operating Materials			ELEMENT AIR CLEANER / OIL FILTER					
4305497	7/13/2016	22.05	0.00	08/19/2016				False	0
018-020-501000	Operating Materials & Supplies			ELEMENT AIR CLEANER / OIL FILTER					
	4305497 Total:	44.10							
	COLUMBIA RIVER HON	44.10							
CONSOLIDATED SUPPLY									
009000									
S7869535.001	8/2/2016	243.87	0.00	08/19/2016				False	0
017-017-501000	Operating Materials & Sup.			MATERIALS					
	S7869535.001 Total:	243.87							
S7869535.002	8/4/2016	744.35	0.00	08/19/2016				False	0
017-017-501000	Operating Materials & Sup.			MATERIALS					
	S7869535.002 Total:	744.35							
S7873288.001	8/5/2016	2,536.91	0.00	08/19/2016				False	0
017-017-501000	Operating Materials & Sup.			MATERIALS					
	S7873288.001 Total:	2,536.91							
	CONSOLIDATED SUPPL	3,525.13							



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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
EL PASO 10 EL.PASO 08052016	8/5/2016	109.47	0.00	08/19/2016				False	0
017-000-206000 Balance Dep Payable					DEPOSIT HY METER RENTAL REFUND REC 01422155				
08052016 Total:		109.47							
EL PASO 10 Total:		109.47							✓
EMMERT MOTORS, INC. 020693 11254	8/2/2016	671.27	0.00	08/19/2016				False	0
001-002-510000 Automobile Expense					SEAT / INGITION KEY REPAIR				
11254 Total:		671.27							
EMMERT MOTORS, INC		671.27							✓
ENVIRONMENTAL RESOURCE ASSOC. 011470 800915	8/1/2016	47.26	0.00	08/19/2016				False	0
018-019-472000 Lab Testing					SIMPLE NUTRIENTS				
800915	8/1/2016	47.26	0.00	08/19/2016				False	0
018-020-472000 Lab Testing					SIMPLE NUTRIENTS				
800915 Total:		94.52							
ENVIRONMENTAL RESO		94.52							✓
ERGOMETRICS/NATIONAL TESTING NETWORK 030205 3440	8/10/2016	500.00	0.00	08/19/2016				False	0
012-102-526000 Advertisements					POLICE DEPT ADVERTISING REC SERVICES FOR LA'				
3440 Total:		500.00							✓

Navigate using Bookmarks or by clicking on an agenda item.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	ERGOMETRICS/NATION	500.00							
FLINT TRADING, INC.									
012250									
199773	7/30/2016	4,113.77	0.00	08/19/2016				False	0
011-011-501000	Operating Materials & Supp			MATERIALS					
	199773 Total:	4,113.77							
200089	8/4/2016	335.88	0.00	08/19/2016				False	0
011-011-501000	Operating Materials & Supp			MATERIALS					
	200089 Total:	335.88							
	FLINT TRADING, INC. T	4,449.65							
GRAINGER									
014040									
9189470744	8/8/2016	304.15	0.00	08/19/2016				False	0
018-019-501000	Operating Materials			808728471 MATERIALS					
9189470744	8/8/2016	304.15	0.00	08/19/2016				False	0
018-020-501000	Operating Materials & Supplies			808728471 MATERIALS					
	9189470744 Total:	608.30							
	GRAINGER Total:	608.30							
H.D. FOWLER CO.									
012650									
I4291443	8/5/2016	1,813.44	0.00	08/19/2016				False	0
017-017-501000	Operating Materials & Sup.			FIBRELYTE LIDS 48					
	I4291443 Total:	1,813.44							
	H.D. FOWLER CO. Total:	1,813.44							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
HACH COMPANY									
014200									
10043981	8/2/2016	57.08	0.00	08/19/2016				False	0
017-017-501000	Operating Materials & Sup.				REAGENT SET CHLORINE FREE				
10043981	8/2/2016	114.16	0.00	08/19/2016				False	0
017-417-472000	Lab testing				REAGENT SET CHLORINE FREE				
	10043981 Total:	171.24							
	HACH COMPANY Total:	171.24							
JOHANNSEN, STEVE									
031467									
07282016	7/28/2016	400.00	0.00	08/19/2016				False	0
008-008-558104	Events				HALLOWEENTOWN LOGO				
	07282016 Total:	400.00							
	JOHANNSEN, STEVE To	400.00							
KOLDKIST BOTTLED WATER									
007248									
07312016	7/31/2016	1.50	0.00	08/19/2016				False	0
001-002-501000	Operating Materials & Supp				POLICE WATER 169870				
	07312016 Total:	1.50							
	KOLDKIST BOTTLED W	1.50							
LAND DEVELOPMENT SERVICES, COLUMBIA COUNTY									
007550									
JULY 2016	8/11/2016	1,355.00	0.00	08/19/2016				False	0
001-105-554000	Contract Services				BUILDING INSPECTIONS MIKE SMITH				
	JULY 2016 Total:	1,355.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
MAY/ JUNE 2016 001-105-554000 Contract Services	8/10/2016	232.50	0.00	08/19/2016	BUILDING INSPECTIONS MIKE SMITH			False	0
	MAY/ JUNE 2016 Total:	<u>232.50</u>							
	LAND DEVELOPMENT S	<u>1,587.50</u>							
MAILBOXES NORTHWEST 019366 07292016 001-002-480000 Postage	7/29/2016	79.86	0.00	08/19/2016	POSTAGE 2801			False	0
	07292016 Total:	<u>79.86</u>							
	MAILBOXES NORTHWE	<u>79.86</u>							
METRO PLANNING INC. 020291 3710 001-104-500000 Information services	8/14/2016	210.00	0.00	08/19/2016	GIS HOSTING			False	0
3710 013-402-575000 Equipment expense	8/14/2016	135.00	0.00	08/19/2016	GIS HOSTING			False	0
	3710 Total:	<u>345.00</u>							
	METRO PLANNING INC	<u>345.00</u>							
MILLER COMMUNICATION SERVICES 020470 6990 001-002-458000 Telephone Expense	8/6/2016	1,135.00	0.00	08/19/2016	REPLACED DEFECTIVE CARD MODULE ON AVAYA C			False	0
	6990 Total:	<u>1,135.00</u>							
	MILLER COMMUNICAT	<u>1,135.00</u>							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
MUTT MITT									
020774									
150	8/10/2016	1,029.50	0.00	08/19/2016				False	0
001-005-501000	Operating Materials & Supp			MUTT MITTS 2000					
	150 Total:	1,029.50							
	MUTT MITT Total:	1,029.50							
NORTHSTAR CHEMICAL, INC.									
021556									
89560	7/31/2016	422.09	0.00	08/19/2016				False	0
017-417-527000	Chlorine			SODIUM HYPOCHLORITE 12.5%					
	89560 Total:	422.09							
	NORTHSTAR CHEMICAL	422.09							
NORTHWEST OCCUPATIONAL									
021449									
07122016	7/12/2016	720.00	0.00	08/19/2016				False	0
001-002-501000	Operating Materials & Supp			ACCOUNT 950463 EVIN EUSTICE					
	07122016 Total:	720.00							
	NORTHWEST OCCUPAT	720.00							
OREGON ASSOC. OF MUNICIPAL RECORDERS									
OAMR									
08172016	8/17/2016	25.00	0.00	08/19/2016				False	0
012-102-490000	Professional development			2016 OAMR CONFERENCE LISA SCHOLL					
	08172016 Total:	25.00							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
		<u>25.00</u> ✓							
OREGON ASSOC. OF MU		25.00							
OREGON DMV 023150 67431-072916	7/29/2016	23.00	0.00	08/19/2016				False	0
001-002-501000 Operating Materials & Supp				67431 POLICE					
67431-072916 Total:		<u>23.00</u>							
OREGON DMV Total:		<u>23.00</u> ✓							
PACIFIC STAINLESS PRODUCTS, INC. PACIFICS 95728TR-IN	7/26/2016	250.00	0.00	08/19/2016				False	0
018-020-501000 Operating Materials & Supplies				I BOLT ALL THREAD					
95728TR-IN Total:		<u>250.00</u>							
PACIFIC STAINLESS PRO		<u>250.00</u> ✓							
PEACEHEALTH MEDICAL GROUP OCC.HEALTH 025390 03-063445	8/1/2016	240.00	0.00	08/19/2016				False	0
013-403-554000 Contractual/consulting serv				EXAMS ELDER / LEMONT					
03-063445 Total:		<u>240.00</u>							
PEACEHEALTH MEDICA		<u>240.00</u> ✓							
PORTLAND GENERAL ELECTRIC 025702 08152016	8/15/2016	16.73	0.00	08/19/2016				False	0
009-209-554000 Contract Services				9275					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	08152016 Total:	16.73							
	PORTLAND GENERAL E	16.73							
POWERDMS, INC. 026999									
INV00005895	7/25/2016	1,700.00	0.00	08/19/2016				False	0
001-002-501000	Operating Materials & Supp				DOCUMENT MANAGEMENT				
	INV00005895 Total:	1,700.00							
	POWERDMS, INC. Total:	1,700.00							
RICOH USA INC 027295									
5043805647	8/5/2016	132.47	0.00	08/19/2016				False	0
012-107-502000	Equipment expense				COPIES 15120165				
	5043805647 Total:	132.47							
	RICOH USA INC Total:	132.47							
RS MEDIA 020017									
3237	8/12/2016	708.00	0.00	08/19/2016				False	0
010-305-653551	Police vehicles				SHPD GRAPHICS				
	3237 Total:	708.00							
	RS MEDIA Total:	708.00							
SCHOLL YARD MAINTENACE, RICK R.SCHOLL									
195625	8/2/2016	75.00	0.00	08/19/2016				False	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
001-002-470000 Building Expense					JULY 2016 YARDCARE				
	195625 Total:	75.00							
	SCHOLL YARD MAINTENANCE	75.00							
ST. HELENS-SCAPPOOSE SEPTIC 029351									
6651	8/12/2016	475.00	0.00	08/19/2016				False	0
001-005-554000 Contractual Services					PUMPED TANK AT MCCORMICK PARK				
	6651 Total:	475.00							
	ST. HELENS-SCAPPOOSE	475.00							
STAPLES BUSINESS ADVANTAGE 031983									
3311020869	8/6/2016	103.30	0.00	08/19/2016				False	0
012-107-457000 Office supplies					TONER				
	3311020869 Total:	103.30							
3311020870	8/6/2016	67.62	0.00	08/19/2016				False	0
001-105-457000 Office supplies					OFFICE SUPPLIES				
3311020870	8/6/2016	70.71	0.00	08/19/2016				False	0
012-107-457000 Office supplies					OFFICE SUPPLIES				
	3311020870 Total:	138.33							
	STAPLES BUSINESS ADVANTAGE	241.63							
TLC TOWING 033244									
95477	8/1/2016	187.50	0.00	08/19/2016				False	0
011-011-554000 Contractual/Consult Serv.					SWEEPER TOWING				
95477	8/1/2016	187.50	0.00	08/19/2016				False	0
018-021-554000 Contractual/Consulting Ser					SWEEPER TOWING				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	95477 Total:	375.00							
	TLC TOWING Total:	375.00							
TRAFFIC SAFETY SUPPLY CO., INC									
033600									
117194	8/9/2016	622.36	0.00	08/19/2016				False	0
011-011-501000	Operating Materials & Supp				SUPER DUCK ORANGE				
	117194 Total:	622.36							
	TRAFFIC SAFETY SUPP	622.36							
TUALATIN VALLEY WORKSHOP INC									
033827									
0023973-IN	8/17/2016	1,354.31	0.00	08/19/2016				False	0
012-107-554000	Contractual/consulting serv				JANITORIAL SERVICE CITY HALL				
	0023973-IN Total:	1,354.31							
0023974-IN	8/17/2016	1,318.70	0.00	08/19/2016				False	0
001-004-508000	Janitorial Services				JANITORIAL SERVICE COL CENTER				
	0023974-IN Total:	1,318.70							
0023975-IN	8/17/2016	475.14	0.00	08/19/2016				False	0
001-002-508000	Janitorial Services				JANITORIAL SERVICE POLICE				
	0023975-IN Total:	475.14							
0023976-IN	8/17/2016	163.96	0.00	08/19/2016				False	0
018-019-470000	Building Expense				JANITORIAL SERVICE WWTP				
0023976-IN	8/17/2016	163.97	0.00	08/19/2016				False	0
018-020-470000	Building Expense				JANITORIAL SERVICE WWTP				
	0023976-IN Total:	327.93							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	TUALATIN VALLEY WO	3,476.08							
WATTERS, LESLIE WATT.LES 08122016	8/12/2016	3,250.00	0.00	08/19/2016				False	0
001-104-559000 Special projects					CERT LOCAL GOV GRANT FUNDS REIMB. BY STATE				
	08122016 Total:	3,250.00							
	WATTERS, LESLIE Total:	3,250.00							
WHELESS CONSTRUCTION 036120									
08162016	8/16/2016	539.00	0.00	08/19/2016				False	0
012-107-554000 Contractual/consulting serv					INSTALLED ONE DRAIN WITH OVERFLOW ON PVC				
	08162016 Total:	539.00							
	WHELESS CONSTRUCT	539.00							
WILCOX & FLEGEL 037003									
C009050-IN	8/16/2016	2,208.82	0.00	08/19/2016				False	0
013-403-531000 Gasoline					SHOP GAS 0011497				
	C009050-IN Total:	2,208.82							
CL32573	8/15/2016	23.16	0.00	08/19/2016				False	0
001-002-531000 Gasoline Expense					POLICE GAS 0011497				
	CL32573 Total:	23.16							
	WILCOX & FLEGEL Total	2,231.98							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

Report Total:

48,025.25

✓  
MMB  
8/18/16

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 08/25/2016 - 1:47PM  
 Batch: 00016.08.2016 - AP 8/26/16

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
61 PLAZA INC.									
021025									
08182016	8/18/2016	3,250.00	0.00	08/26/2016				False	0
001-104-559000 Special projects				CERF LOCAL GOV GRANT FUNDS REIMBURSABLE 1					
08182016 Total:		3,250.00							
61 PLAZA INC. Total:		3,250.00		✓					
AIRGAS USA, LLC									
AIRGAS									
9054379981	8/15/2016	52.31	0.00	08/26/2016				False	0
017-017-501000 Operating Materials & Sup.				CO2					
9054379981 Total:		52.31							
AIRGAS USA, LLC Total:		52.31		✓					
ALS ENVIRONMENTAL									
001328									
51-352158-0	7/31/2016	579.00	0.00	08/26/2016				False	0
018-019-472000 Lab Testing				TESTING					
51-352158-0	7/31/2016	579.00	0.00	08/26/2016				False	0
018-020-472000 Lab Testing				TESTING					
51-352158-0 Total:		1,158.00		✓					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ALS ENVIRONMENTAL		1,158.00							
AMAZON.COM									
001145									
08102016	8/10/2016	15.77	0.00	08/26/2016				False	0
001-004-519000 Furnishing/Shelving Exp					CORK BOARD				
08102016	8/10/2016	40.97	0.00	08/26/2016				False	0
001-004-481000 Visual Materials					MATERIALS				
08102016	8/10/2016	76.43	0.00	08/26/2016				False	0
001-004-457000 Office Supplies					MATERIALS				
08102016	8/10/2016	-30.41	0.00	08/26/2016				False	0
001-004-519000 Furnishing/Shelving Exp					MATERIALS CREDIT				
08102016 Total:		102.76							
AMAZON.COM Total:		102.76							
AZIMUTH COMMUNICATIONS INC									
AZI									
34572	8/16/2016	326.98	0.00	08/26/2016				False	0
012-107-554000 Contractual/consulting serv					REPAIR AV SYSTEM CAMERA CONNECTIVITY ISSUI				
34572 Total:		326.98							
AZIMUTH COMMUNICA		326.98							
BROWN, GARY L.									
578936									
0002690	8/18/2016	12.50	0.00	08/26/2016				False	0
001-000-237000 Restitution					RESTITUTION DISBURSEMENT TREVOR DARTING				
0002690 Total:		12.50							
BROWN, GARY L. Total:		12.50							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
BULLARD LAW									
004880									
23596	8/10/2016	316.00	0.00	08/26/2016				False	0
001-002-454000	Attorney			CONFER WITH CHIEF					
23596	8/10/2016	375.25	0.00	08/26/2016				False	0
012-101-454000	Attorney			REVIEW AFSCME DATA					
	23596 Total:	691.25							
	BULLARD LAW Total:	691.25							
CENTERLOGIC, INC.									
011595									
35706	7/19/2016	128.80	0.00	08/26/2016				False	0
012-101-500000	Information services			IT SUPPORT					
35706	7/19/2016	105.00	0.00	08/26/2016				False	0
010-305-653553	Phone system			IT SUPPORT					
35706	7/19/2016	85.87	0.00	08/26/2016				False	0
001-100-500000	Information services			IT SUPPORT					
35706	7/19/2016	171.90	0.00	08/26/2016				False	0
001-103-500000	Information services			IT SUPPORT					
35706	7/19/2016	85.87	0.00	08/26/2016				False	0
001-104-500000	Information services			IT SUPPORT					
35706	7/19/2016	372.49	0.00	08/26/2016				False	0
001-002-500000	Computer System Maint.			IT SUPPORT					
35706	7/19/2016	97.50	0.00	08/26/2016				False	0
001-004-500000	Computer Maintenance			IT SUPPORT					
35706	7/19/2016	163.25	0.00	08/26/2016				False	0
001-110-500000	Information services			IT SUPPORT					
35706	7/19/2016	189.04	0.00	08/26/2016				False	0
012-102-500000	Information services			IT SUPPORT					
35706	7/19/2016	455.30	0.00	08/26/2016				False	0
012-106-500000	Information services			IT SUPPORT					
35706	7/19/2016	352.47	0.00	08/26/2016				False	0
013-402-500000	Information services			IT SUPPORT					
35706	7/19/2016	32.50	0.00	08/26/2016				False	0
013-403-500000	Information services			IT SUPPORT					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	35706 Total:	2,239.99							
	CENTERLOGIC, INC. To	2,239.99 ✓							
CENTURY LINK									
034002									
08172016	8/17/2016	40.71	0.00	08/26/2016				False	0
	017-017-458000 Telephone Expense				369B				
08172016	8/17/2016	20.35	0.00	08/26/2016				False	0
	018-019-458000 Telecommunication Expense				025B				
08172016	8/17/2016	20.36	0.00	08/26/2016				False	0
	018-020-458000 Telecommunication Expense				025B				
	08172016 Total:	81.42 ✓							
	CENTURY LINK Total:	81.42							
CENTURY LINK									
034004									
B11165583916228	8/15/2016	88.40	0.00	08/26/2016				False	0
	017-417-458000 Telephone expense				1665				
	B11165583916228 Total:	88.40 ✓							
B11166428016224	8/22/2016	88.40	0.00	08/26/2016				False	0
	001-002-458000 Telephone Expense				1664				
	B11166428016224 Total:	88.40 ✓							
	CENTURY LINK Total:	176.80 ✓							
CHOATE, JENNIFER									
CHOATE									
08172016	8/17/2016	20.00	0.00	08/26/2016				False	0
	001-000-354000 Misc Revenue				REFUND PUBLIC REC REQ 1418578				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	08172016 Total:	20.00							
	CHOATE, JENNIFER Tota	20.00							
CINTAS CORPORATION-463									
006830									
463703729	8/8/2016	35.00	0.00	08/26/2016				False	0
	001-002-470000 Building Expense				SUPPLIES				
	463703729 Total:	35.00							
463707195	8/15/2016	99.08	0.00	08/26/2016				False	0
	001-002-470000 Building Expense				SUPPLIES				
	463707195 Total:	99.08							
	CINTAS CORPORATION	134.08							
COASTWIDE LABORATORIES									
007159									
2902420	8/18/2016	440.03	0.00	08/26/2016				False	0
	013-403-457000 Office supplies				GORAG WIPER ORANGE				
	2902420 Total:	440.03							
	COASTWIDE LABORATO	440.03							
COLUMBIA CO. TREASURER									
007701									
08182016	8/18/2016	54.00	0.00	08/26/2016				False	0
	001-000-236000 County assessments				JAIL ASSESSMENT				
08182016	8/18/2016	543.50	0.00	08/26/2016				False	0
	001-000-235000 State Assessments				COUNTY ASSESSMENT				
08182016	8/18/2016	-59.75	0.00	08/26/2016				False	0
	001-000-341000 Fines				CITY COURT COSTS				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	08182016 Total:	537.75 ✓							
08182016- JUNE	8/18/2016	342.15	0.00	08/26/2016				False	0
001-000-236000	County assessments				JAIL ASSESSMENT				
08182016- JUNE	8/18/2016	241.00	0.00	08/26/2016				False	0
001-000-235000	State Assessments				COUNTY ASSESSMENT				
08182016- JUNE	8/18/2016	-58.32	0.00	08/26/2016				False	0
001-000-341000	Fines				CITY COURT COSTS				
	08182016- JUNE Total:	524.83 ✓							
	COLUMBIA CO. TREASU	1,062.58 ✓							
COLUMBIA RIVER FIRE & RESCUE									
029270									
16-06 JUN	8/12/2016	6,277.33	0.00	08/26/2016				False	0
015-015-470000	Building Expense				JOINT MAINTENANCE FACILITY 1-1-16 TO 6-30-16				
	16-06 JUN Total:	6,277.33							
	COLUMBIA RIVER FIRE	6,277.33 ✓							
COLUMBIA RIVER P.U.D.									
008325									
0002682	8/18/2016	25.00	0.00	08/26/2016				False	0
001-000-237000	Restitution				RESTITUTION DISBURSEMENT LORI BRADFORD				
	0002682 Total:	25.00 ✓							
0002686	8/18/2016	25.00	0.00	08/26/2016				False	0
001-000-237000	Restitution				RESTITUTION DISBURSEMENT LORI BRADFORD				
	0002686 Total:	25.00 ✓							
JULY 2016	8/18/2016	454.50	0.00	08/26/2016				False	0
001-002-459000	Utilities				7493				
JULY 2016	8/18/2016	854.03	0.00	08/26/2016				False	0
001-004-459000	Utilities				7493				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
JULY 2016	8/18/2016	1,380.29	0.00	08/26/2016				False	0
001-005-459000 Utilities				7493					
JULY 2016	8/18/2016	200.50	0.00	08/26/2016				False	0
001-005-509000 Marine board expense				7493					
JULY 2016	8/18/2016	5,315.38	0.00	08/26/2016				False	0
011-011-453000 Street Lighting				7493					
JULY 2016	8/18/2016	912.27	0.00	08/26/2016				False	0
012-107-459000 Utilitites				7493					
JULY 2016	8/18/2016	283.79	0.00	08/26/2016				False	0
013-403-459000 Utilities				7493					
JULY 2016	8/18/2016	3,049.12	0.00	08/26/2016				False	0
017-017-459000 Utilities				7493					
JULY 2016	8/18/2016	5,751.69	0.00	08/26/2016				False	0
017-417-459000 Utilities				7493					
JULY 2016	8/18/2016	1,287.38	0.00	08/26/2016				False	0
018-019-534000 Electrical Energy				7493					
JULY 2016	8/18/2016	3,862.13	0.00	08/26/2016				False	0
018-020-534000 Electrical Energy				7493					
JULY 2016	8/18/2016	24.80	0.00	08/26/2016				False	0
018-021-459000 Utilites				7493					
JULY 2016	8/18/2016	525.10	0.00	08/26/2016				False	0
018-022-459000 Utilities				7493					
JULY 2016 Total:		23,900.98							
COLUMBIA RIVER P.U.D		23,950.98							
COMCAST									
COMCAST									
08122016	8/12/2016	134.87	0.00	08/26/2016				False	0
017-417-459000 Utilities				3238					
08122016 Total:		134.87							
08142016	8/14/2016	119.13	0.00	08/26/2016				False	0
001-005-458000 Telephone Expense				9228					
08142016 Total:		119.13							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
COMCAST Total:		254.00							
COUNTRY MEDIA INC.									
006800									
241317	8/3/2016	54.18	0.00	08/26/2016				False	0
012-102-526000 Advertisements					NOTICE OF PROP BALLOT TITLE CAPTION MARIJU/				
241317 Total:		54.18							
COUNTRY MEDIA INC. T		54.18							
DAY WIRELESS SYSTEMS									
010117									
414864	6/22/2016	54.16	0.00	08/26/2016				False	0
001-002-522000 Radio & radar maint					RE ISSUE CK 114984 LOST MICROPHONE CLIP				
414864 Total:		54.16							
DAY WIRELESS SYSTEM		54.16							
DILLARD, DIANE									
DILARD.D									
08182016	8/18/2016	3,000.00	0.00	08/26/2016				False	0
010-303-653301 Sewer main replacement					RESTORATION OF LAWN AFTER DAMAGE FROM SE				
08182016 Total:		3,000.00							
DILLARD, DIANE Total:		3,000.00							
DOLLAR TREE STORES, INC.									
DOLLAR									
0002692	8/18/2016	7.00	0.00	08/26/2016				False	0
001-000-237000 Restitution					RESTITUTION DISBURSEMENT PEDRO LUTTRELL				
0002692	8/18/2016	10.00	0.00	08/26/2016				False	0
001-000-237000 Restitution					RESTITUTION DISBURSEMENT DAINNA SETTLEMIF				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	0002692 Total:	17.00							
	DOLLAR TREE STORES	17.00 ✓							
E2C CORPORATION									
E2C									
3958	8/9/2016	462.25	0.00	08/26/2016				False	0
	008-008-558104 Events				FACEBOOK ADS HALLOWEEN DECORATIONS				
	3958 Total:	462.25 ✓							
3959	8/23/2016	2,201.47	0.00	08/26/2016				False	0
	008-008-558104 Events				CONCESSION SUPPLY FOOD CART POPCORN / PORT				
	3959 Total:	2,201.47 ✓							
	E2C CORPORATION Total	2,663.72 ✓							
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
31219	7/27/2016	235.12	0.00	08/26/2016				False	0
	017-017-501000 Operating Materials & Sup.				ROCK - PITTSBURG WATER TREATMENT				
31219	7/27/2016	251.09	0.00	08/26/2016				False	0
	010-302-653201 Water main replacement				ROCK - 9TH ST				
	31219 Total:	486.21 ✓							
31248	8/4/2016	337.17	0.00	08/26/2016				False	0
	010-304-653400 Storm drains				ROCK 9TH ST WATER				
	31248 Total:	337.17 ✓							
31257	8/8/2016	68.42	0.00	08/26/2016				False	0
	010-302-653201 Water main replacement				ROCK - 9TH ST WATER				
	31257 Total:	68.42 ✓							
31268	8/9/2016	125.26	0.00	08/26/2016				False	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
010-304-653400 Storm drains					ROCK - 15TH ST				
31268 Total:		125.26 ✓							
31281	8/11/2016	128.15	0.00	08/26/2016				False	0
010-304-653400 Storm drains					ROCK STORM WATER				
31281 Total:		128.15 ✓							
31287	8/12/2016	120.92	0.00	08/26/2016				False	0
010-304-653400 Storm drains					ROCK - 15TH ST				
31287 Total:		120.92 ✓							
31292	8/15/2016	131.43	0.00	08/26/2016				False	0
010-304-653400 Storm drains					ROCK - 15TH ST				
31292 Total:		131.43 ✓							
31297	8/16/2016	128.73	0.00	08/26/2016				False	0
010-304-653400 Storm drains					ROCK - 15TH ST				
31297 Total:		128.73 ✓							
31302	8/17/2016	239.81	0.00	08/26/2016				False	0
018-018-501000 Operating Materials & Supplies					ROCK - 9TH ST				
31302 Total:		239.81 ✓							
31309	8/18/2016	359.17	0.00	08/26/2016				False	0
018-018-501000 Operating Materials & Supplies					ROCK - 9TH ST				
31309 Total:		359.17 ✓							
EAGLE STAR ROCK PRO		2,125.27 ✓							
EMMERT MOTORS, INC.									
020693									
11518	8/17/2016	226.71	0.00	08/26/2016				False	0
001-002-510000 Automobile Expense					AUTO REPAIRS				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	11518 Total:	226.71							
	EMMERT MOTORS, INC	226.71							
GIRL SCOUTS GIRLSCO OCT 2015 008-008-558104 Events	10/23/2015	150.00	0.00	08/26/2016	RE ISSUE CK EXP 112700 / COTTON CANDY			False	0
	OCT 2015 Total:	150.00							
	GIRL SCOUTS Total:	150.00							
GREENLEAF TREE RELIEF LLC 014167 16-1165 001-005-554000 Contractual Services	7/26/2016	2,000.00	0.00	08/26/2016	KNOCK DOWN SPLIT OAK NO CLEAN UP			False	0
	16-1165 Total:	2,000.00							
	GREENLEAF TREE RELI	2,000.00							
HARDCORE CONSTRUCTION LLC 014577 06222016 001-005-554000 Contractual Services	6/22/2016	445.00	0.00	08/26/2016	CONCRETE SEALER AND NON SLIP ADDITIVE SPLA			False	0
	06222016 Total:	445.00							
	HARDCORE CONSTRUC	445.00							
HELLER ENTERPRISES 015064 23466	4/7/2016	26.00	0.00	08/26/2016				False	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
001-005-501000	Operating Materials & Supp			V BELT					
	23466 Total:	26.00							
23496	4/19/2016	79.98	0.00	08/26/2016				False	0
001-005-501000	Operating Materials & Supp			OEM SPEC BELT					
	23496 Total:	79.98							
23508	4/21/2016	76.00	0.00	08/26/2016				False	0
001-005-501000	Operating Materials & Supp			V BELT					
	23508 Total:	76.00							
23766	6/21/2016	10.00	0.00	08/26/2016				False	0
001-005-501000	Operating Materials & Supp			V BELT					
	23766 Total:	10.00							
	HELLER ENTERPRISES	191.98							
HUDSON GARBAGE SERVICE									
015875									
8957862	8/1/2016	684.00	0.00	08/26/2016				False	0
008-008-558104	Events			FIREWORKS EVENT TRASH 2046-32134					
	8957862 Total:	684.00							
	HUDSON GARBAGE SER	684.00							
ICMA MEMBERSHIP RENEWALS									
016018									
08232016	8/23/2016	921.02	0.00	08/26/2016				False	0
012-101-490000	Professional development			2016 JOHN WALSH MEMBERSHIP #829043					
	08232016 Total:	921.02							
	ICMA MEMBERSHIP RE	921.02							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
INGRAM LIBRARY SERVICES, INC.									
016240									
94051263	8/2/2016	868.72	0.00	08/26/2016				False	0
001-004-511000				Printed Materials	MATERIALS 20C7921				
		<u>868.72</u>							
	94051263 Total:	868.72							
94051264	8/2/2016	26.18	0.00	08/26/2016				False	0
001-004-511000				Printed Materials	MATERIALS 20C7921				
		<u>26.18</u>							
	94051264 Total:	26.18							
94101359	8/4/2016	121.98	0.00	08/26/2016				False	0
001-004-511000				Printed Materials	MATERIALS 20C7921				
		<u>121.98</u>							
	94101359 Total:	121.98							
94101360	8/4/2016	93.88	0.00	08/26/2016				False	0
001-004-511000				Printed Materials	MATERIALS 20C7921				
		<u>93.88</u>							
	94101360 Total:	93.88							
94101361	8/4/2016	154.88	0.00	08/26/2016				False	0
001-004-483000				Audio Materials	MATERIALS 20C7921				
		<u>154.88</u>							
	94101361 Total:	154.88							
94176912	8/9/2016	98.66	0.00	08/26/2016				False	0
001-004-511000				Printed Materials	MATERIALS 20C7921				
		<u>98.66</u>							
	94176912 Total:	98.66							
94176913	8/9/2016	760.50	0.00	08/26/2016				False	0
001-004-511000				Printed Materials	MATERIALS 20C7921				
		<u>760.50</u>							
	94176913 Total:	760.50							
94176914	8/9/2016	93.05	0.00	08/26/2016				False	0
001-004-511000				Printed Materials	MATERIALS 20C7921				
		<u>93.05</u>							
	94176914 Total:	93.05							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
		2,217.85							
INGRAM LIBRARY SERV									
INTERNATIONAL CODE COUNCIL									
016600									
08222016	8/22/2016	135.00	0.00	08/26/2016				False	0
001-105-490000 Professional development					ROBERT JOHNSTON MEMBERSHIP 2016				
08222016 Total:		135.00							
INTERNATIONAL CODE		135.00							
KOLDERUP, GRETCHEN									
007249									
08172016	8/17/2016	7.92	0.00	08/26/2016				False	0
001-004-517000 Library Program					AMAZON BOOK FOR SUMMER READING FINISHER				
08172016	8/17/2016	92.68	0.00	08/26/2016				False	0
001-004-517000 Library Program					REFRESHMENTS FAMILY CAMPING / SUMMER REA				
08172016 Total:		100.60							
KOLDERUP, GRETCHEN		100.60							
LANDRETH, KENNY L.									
LANDRE.K									
0002685	8/18/2016	50.00	0.00	08/26/2016				False	0
001-000-237000 Restitution					RESTITUTION DISBURSEMENT ASHLEY GRAY				
0002685 Total:		50.00							
LANDRETH, KENNY L. T		50.00							
LEAGUE OF OREGON CITIES, ATTN: OLLO REGISTRATIONS									
018100									
1120	8/19/2016	415.00	0.00	08/26/2016				False	0
001-100-490000 Professional development					KEITH LOCKE REGISTRATION / WORKSHOP/ AWARI				

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	1120 Total:	415.00							
	LEAGUE OF OREGON C	415.00							
MAUL FOSTER ALONGI, INC.									
019555									
26250	8/10/2016	150.00	0.00	08/26/2016				False	0
004-412-554000	Contract Services				PROJECT 0830.01.02 VENEER ON CALL SERVICES				
	26250 Total:	150.00							
26251	8/10/2016	225.00	0.00	08/26/2016				False	0
004-412-554000	Contract Services				PROJECT 0830.02.03 BWP ON CALL SERVICES				
	26251 Total:	225.00							
	MAUL FOSTER ALONGI	375.00							
METRO OVERHEAD DOOR INC									
020285									
136459	8/22/2016	186.00	0.00	08/26/2016				False	0
001-002-470000	Building Expense				12TH ST DOOR REPAIR				
	136459 Total:	186.00							
	METRO OVERHEAD DO	186.00							
MIDWEST TAPE									
020427									
94219866	8/10/2016	174.91	0.00	08/26/2016				False	0
001-004-481000	Visual Materials				DVDS				
	94219866 Total:	174.91							
	MIDWEST TAPE Total:	174.91							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
NORTHSTAR CHEMICAL, INC.									
021556									
90572	8/25/2016	428.42	0.00	08/26/2016				False	0
017-417-527000 Chlorine				SODIUM HYPOCHLORITE 12.5%					
	90572 Total:	428.42							
	NORTHSTAR CHEMICAL	428.42							
NORTHWEST DELI DISTRIBUTION INC									
021184									
280191	8/12/2016	614.00	0.00	08/26/2016				False	0
001-005-501000 Operating Materials & Supp				TP					
	280191 Total:	614.00							
	NORTHWEST DELI DIST	614.00							
NORTHWEST NATURAL GAS									
021400									
08122016	8/22/2016	7.86	0.00	08/26/2016				False	0
017-017-459000 Utilities				7720 HALF					
08122016	8/22/2016	16.64	0.00	08/26/2016				False	0
012-107-459000 Utilitites				2848					
08122016	8/22/2016	31.44	0.00	08/26/2016				False	0
013-403-459000 Utilities				8675					
08122016	8/22/2016	15.72	0.00	08/26/2016				False	0
001-002-459000 Utilities				5638					
08122016	8/22/2016	15.72	0.00	08/26/2016				False	0
012-107-459000 Utilitites				5285					
08122016	8/22/2016	0.43	0.00	08/26/2016				False	0
001-004-459000 Utilities				7673					
08122016	8/22/2016	7.86	0.00	08/26/2016				False	0
018-018-459000 Utilites				7720 HALF					
08122016	8/22/2016	13.90	0.00	08/26/2016				False	0
018-019-459000 Utilites				5750 HALF					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
08122016	8/22/2016	89.02	0.00	08/26/2016				False	0
001-005-459000 Utilities				8563					
08122016	8/22/2016	13.90	0.00	08/26/2016				False	0
018-020-459000 Utilities				5750 HALF					
08122016	8/22/2016	18.75	0.00	08/26/2016				False	0
001-005-459000 Utilities				3047					
08122016 Total:		231.24							
NORTHWEST NATURAL		231.24							
ODOT HIGHWAY BUDGET-CAO COORDINATOR MS#22									
ODOT.H.B									
0002687	8/18/2016	25.00	0.00	08/26/2016				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT SCOTT CONGER					
0002687 Total:		25.00							
ODOT HIGHWAY BUDGE		25.00							
OGFOA									
022600									
08232016	8/23/2016	105.00	0.00	08/26/2016				False	0
012-106-490000 Professional development				CAROL GREEN 2016 /2017 MEMBERSHIP					
08232016 Total:		105.00							
OGFOA Total:		105.00							
OPUS:INTERACTIVE, INC.									
021979									
280277	8/15/2016	39.00	0.00	08/26/2016				False	0
012-102-500000 Information services				5951					
280277 Total:		39.00							
280481	8/15/2016	5.00	0.00	08/26/2016				False	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
001-002-500000	Computer System Maint.			5022					
	280481 Total:	5.00							
280570	8/15/2016	5.00	0.00	08/26/2016				False	0
001-002-500000	Computer System Maint.			4775					
	280570 Total:	5.00							
	OPUS:INTERACTIVE, IN	49.00							
OREGON DEPT. OF REVENUE									
023202									
08182016	8/18/2016	1,945.50	0.00	08/26/2016				False	0
	001-000-235000	State Assessments		STATE					
08182016	8/18/2016	633.00	0.00	08/26/2016				False	0
	001-000-235000	State Assessments		STATE DUII DIVERSION					
08182016	8/18/2016	173.00	0.00	08/26/2016				False	0
	001-000-235000	State Assessments		UNITARY					
08182016	8/18/2016	5.00	0.00	08/26/2016				False	0
	001-000-235000	State Assessments		STATE COURT FACILITY					
08182016	8/18/2016	25.00	0.00	08/26/2016				False	0
	001-000-235000	State Assessments		INTOXICATED DRIVER					
08182016	8/18/2016	6.00	0.00	08/26/2016				False	0
	001-000-235000	State Assessments		LEMLA					
	08182016 Total:	2,787.50							
08182016	JUNE	8/18/2016	1,745.35	0.00	08/26/2016			False	0
	001-000-235000	State Assessments		STATE					
08182016	JUNE	8/18/2016	435.00	0.00	08/26/2016			False	0
	001-000-235000	State Assessments		STATE DUII DIVERSION					
08182016	JUNE	8/18/2016	258.16	0.00	08/26/2016			False	0
	001-000-235000	State Assessments		UNITARY					
08182016	JUNE	8/18/2016	44.00	0.00	08/26/2016			False	0
	001-000-235000	State Assessments		STATE COURT FACILITY					
08182016	JUNE	8/18/2016	30.66	0.00	08/26/2016			False	0
	001-000-235000	State Assessments		INTOXICATED DRIVER					
08182016	JUNE	8/18/2016	37.00	0.00	08/26/2016			False	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
001-000-235000 State Assessments					LEMLA				
	08182016 JUNE Total:	2,550.17							
	OREGON DEPT. OF REV	5,337.67							
OREGON TRAVEL EXPERIENCE OR. TRAVE									
83873	8/15/2016	144.00	0.00	08/26/2016				False	0
008-008-451000 Media Expense					NATL DOWNTOWN HISTORIC DIST				
	83873 Total:	144.00							
	OREGON TRAVEL EXPE	144.00							
PACIFIC INDUSTRIAL SERV., INC. 024225									
16369	8/18/2016	819.00	0.00	08/26/2016				False	0
018-019-501000 Operating Materials					PORTABLE WELDER TRACK BURNER HINGE ANGEI				
	16369 Total:	819.00							
	PACIFIC INDUSTRIAL S	819.00							
PAPE MACHINERY 024755									
2509056	8/15/2016	2,282.84	0.00	08/26/2016				False	0
015-015-501000 Operating Materials & Supp					REPAIR WORK				
	2509056 Total:	2,282.84							
	PAPE MACHINERY Total	2,282.84							
PENNY HUMMEL CONSULTING 589756									

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
1063	8/8/2016	2,987.00	0.00	08/26/2016				False	0
009-210-501200 Strategic Planning				PENNY HUMMEL STRATEGIC PLANNING					
	1063 Total:	2,987.00							
	PENNY HUMMEL CONS	2,987.00							
RITE AID CORPORATION									
RITE AID									
0002681	8/18/2016	25.00	0.00	08/26/2016				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT R VANNESS					
	0002681 Total:	25.00							
	RITE AID CORPORATIO	25.00							
SAFEWAY									
SAFEWAY									
0002683	8/18/2016	25.00	0.00	08/26/2016				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT ROBYN PENOR					
	0002683 Total:	25.00							
	SAFEWAY Total:	25.00							
SHERWIN-WILLIAMS									
031345									
9005-2	8/2/2016	280.72	0.00	08/26/2016				False	0
011-011-501000 Operating Materials & Supp				STRIPING PAINT					
	9005-2 Total:	280.72							
9389-0	8/11/2016	34.99	0.00	08/26/2016				False	0
011-011-501000 Operating Materials & Supp				TIP EXT					
	9389-0 Total:	34.99							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	SHERWIN-WILLIAMS To	315.71 ✓							
SHOATS, BRIAN 005559 0002684	8/18/2016	25.00	0.00	08/26/2016				False	0
001-000-237000 Restitution					RESTITUTION DISBURSEMENT ANGELA YOUNGER				
	0002684 Total:	25.00 ✓							
0002689	8/18/2016	245.00	0.00	08/26/2016				False	0
001-000-237000 Restitution					RESTITUTION DISBURSEMENT ANGELA YOUNGER				
	0002689 Total:	245.00 ✓							
	SHOATS, BRIAN Total:	270.00 ✓							
SOLUTIONS YES 013581 INV78482	8/17/2016	311.45	0.00	08/26/2016				False	0
012-107-502000 Equipment expense					COPIER C002 C10184-01				
	INV78482 Total:	311.45							
	SOLUTIONS YES Total:	311.45 ✓							
STRETCH FABRIC STRUCTURES INC 032522 INV-1001593	8/23/2016	7,645.50	0.00	08/26/2016				False	0
008-008-558104 Events					PREMIUM BEDOUINFLEX RED TENT				
	INV-1001593 Total:	7,645.50							
	STRETCH FABRIC STRU	7,645.50 ✓							
SUBWAY									

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
SUBWAY									
0002680	8/18/2016	25.00	0.00	08/26/2016				False	0
001-000-237000	Restitution			RESTITUTION DISBURSEMENT CHRIS COLWELL					
	0002680 Total:	25.00							
	SUBWAY Total:	25.00							
SUNSHINE PIZZA									
032710									
11891	6/28/2016	105.80	0.00	08/26/2016				False	0
001-100-473000	Miscellaneous			IF I WERE MAYOR CONTEST WINNERS LUNCH W M.					
	11891 Total:	105.80							
	SUNSHINE PIZZA Total:	105.80							
SUPERIOR TIRE SERVICES									
032774									
6420406	7/8/2016	352.00	0.00	08/26/2016				False	0
015-015-501000	Operating Materials & Supp			TIRES					
	6420406 Total:	352.00							
6420478	7/29/2016	360.56	0.00	08/26/2016				False	0
001-002-510000	Automobile Expense			TIRES					
	6420478 Total:	360.56							
6420936	7/8/2016	609.64	0.00	08/26/2016				False	0
001-002-510000	Automobile Expense			TIRES					
	6420936 Total:	609.64							
	SUPERIOR TIRE SERVIC	1,322.20							

SUPRY, AMANDA

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
SUPRY.A 0002679	8/18/2016	25.00	0.00	08/26/2016				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT G. SCHILLER					
0002679 Total:		25.00							
SUPRY, AMANDA Total:		25.00							
THE PORTLAND CLINIC LLP 025635									
08122016	8/12/2016	257.37	0.00	08/26/2016				False	0
001-002-490000 Police Training/Supplies				J HOGUE PHYSICAL FOR TRAINING 000071811					
08122016 Total:		257.37							
THE PORTLAND CLINIC		257.37							
TUNNELL, APRIL TUNN.A 0002688	8/18/2016	30.00	0.00	08/26/2016				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT BRANDON FORBESS					
0002688 Total:		30.00							
TUNNELL, APRIL Total:		30.00							
UPS 033900									
00006550XW336	8/13/2016	8.00	0.00	08/26/2016				False	0
013-403-457000 Office supplies				DCBS SHIPPING					
00006550XW336	8/13/2016	16.64	0.00	08/26/2016				False	0
015-015-501000 Operating Materials & Supp				BOBCAT SHIPPING					
00006550XW336 Total:		24.64							

Navigate using Bookmarks or by clicking on an agenda item.

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
					Description	Reference			
UPS Total:		24.64							
WESTERN PARTITIONS INC									
036555									
08222016	8/22/2016	50.00	0.00	08/26/2016				False	0
001-000-311000 Business License					REFUND OVERPAYMENT BUS LIC REC 1423804				
08222016 Total:		50.00							
WESTERN PARTITIONS		50.00							
WILCOX & FLEGEL									
037003									
C009122-IN	8/18/2016	1,185.83	0.00	08/26/2016				False	0
001-002-531000 Gasoline Expense					POLICE GAS 0011497				
C009122-IN Total:		1,185.83							
WILCOX & FLEGEL Total		1,185.83							
WOODS LOGGING SUPPLY INC									
035275									
1422742	8/17/2016	95.00	0.00	08/26/2016				False	0
001-005-501000 Operating Materials & Supp					CAT CHOKER W BELL				
1422742 Total:		95.00							
WOODS LOGGING SUPP		95.00							
Report Total:		81,155.08							

*MJP 8/25/16*

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 08/26/2016 - 8:43AM  
 Batch: 00019.08.2016 - AP 8/26/16 (2)

179



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
SELDEN, LAURIE 030715									
08262016	8/26/2016	3,015.00	0.00	08/26/2016				False	0
001-103-554000 Contractual/consulting serv				CRIMINAL PROSECUTORIAL SERVICES 8/15-8/31					
	08262016 Total:	3,015.00							
	SELDEN, LAURIE Total:	3,015.00							
	Report Total:	3,015.00							

*Handwritten:* M/M 8/26/16

**City of St. Helens**  
*Consent Agenda for Approval*

**CITY COUNCIL MINUTES**

Presented for approval on this 7<sup>th</sup> day of September, 2016 are the following Council minutes:

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2016

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- Work Session and Regular Session Minutes dated August 17, 2016

**After Approval of Council Minutes:**

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

# City of St. Helens CITY COUNCIL

Work Session Minutes

August 17, 2016

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

**Members Absent:** Ginny Carlson, Councilor

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Finance Director  
Kathy Payne, City Recorder  
Margaret Jeffries, Library Director  
Sue Nelson, Public Works Engineering Director  
Carol Green, Accounting Technician  
Heidi Davis, Building/Administration Secretary  
Jacob Graichen, City Planner

**Others:**

Steve Topaz	Dean Adams	Suzi Alexander
Karlyn Kenny	Gabby Alexander	Hannah Hayduk
Jim Tierney	Martha Olmstead	Leanne Murray
Cheryl Young	Portia Swenson	Glen Swenson
Mark Kreutzer	Nicole Thille	Cody Mann
Jason Baughmen	St. Helens Soccer Team Members	

Mayor Randy Peterson called the meeting to order at 1:00 p.m.

## **Visitor Comments**

◆**Steve Topaz.** He has two areas of comments.

- 1) **Waterfront Development.** Particularly, the use of the present cooling pond being used as a repository. He showed a picture of the waterfront taken in the 1920's. It shows that it was all pilings at one time. If you go upstairs in the Old Courthouse and look at the picture towards Scappoose Bay, you will see that the cooling pond was once river level and the train tracks were on a trestle. Everything in that area has been filled in and considerably raised. That is an earthquake danger zone. He is concerned about using the membrane with toxic waste. In time, they will fail. The plastic will fracture apart over time. He strongly recommends that no toxic waste that could pollute the river be put there.
- 2) **Homeless.** He worked with the homeless in Salt Lake City. There are basically three groups; druggies and alcoholics, mentally incompetent and people who have had a bad time in life and need help to get out. We are the next target when Portland pushes out their homeless. They can become a problem quickly.

◆**Dean Adams.** He came to a recent Council meeting talking about speeders on S. 15<sup>th</sup> Street. A speeder recently came over that hill going 80mph in a 25mph speed limit. The driver hit his neighbor's utility trailer and destroyed it and wrecked the pickup transmission. His next door neighbor's daughter was killed on Highway 30 by a policeman's daughter, who was passing in a

no passing zone. It hit her head on and killed her instantly. The DA has dropped the case. The girl has never gone to jail but her dad is a Lieutenant in the State Police Department. He suspects he changed a few things. The speeders on S. 15<sup>th</sup> Street are getting out of control. Is it going to take a death for the City to do anything? He wants to see stop signs at the top of both hills.

Mayor Peterson understands his frustration. The City is looking into it.

♦Suzi Alexander. She is here with the soccer team to speak with the Council.

♦Karlyn Kenny. She is here with her youth 13 soccer team mates. They participated in Soccer in the Sand in Seaside and took first place in their age bracket. The victory has granted them an invitation to play in the Nationals in Clearwater, Florida in December. It's a huge accomplishment and once in a lifetime opportunity. They are asking for help to raise the funds for the trip.

♦Gabby Alexander. She is on the St. Helens Youth Council. They estimate that they will need about \$15,000 to fund the trip. There are 10 girls on the team and it will cost at least \$1,500 per player for the tournament. The money will help pay for travel expenses, hotel fees, tournament fees and gear for the team. Since July, when they received the official invitation, they have been working hard to raise the funds. They have held a car wash, huge garage sale, sold pepperoni sticks, held a 50/50 raffle and have received cash donations. They have raised about \$7,600. She is asking for the City's help with funding. They plan to have game shirts and sweatshirts with the City logo printed on them.

Karlyn added that they plan to have another garage sale, another 50/50 raffle and will run the haunted house for the City in October. They also plan to solicit St. Helens businesses to ask for their help. They look forward to representing St. Helens and Columbia County in Clearwater, Florida in December.

♦Hannah Hayduk. She had the privilege of meeting the Mayor and Council during the "If I Were Mayor..." contest winners luncheon. If she were Mayor, she would support this team. Not only because she loves soccer but because these are strong, powerful, young athletes who are worth the time and money. They have worked hard and put in a lot of time and effort for this opportunity. They are doing numerous fundraisers. St. Helens will be put on the map if they win. The team will be good ambassadors for St. Helens and Columbia County. Please help their dream.

Mayor Peterson congratulated the team. He thanked them for coming in. The Council will discuss the request and get back to them. As they are out fundraising and soliciting local businesses, he encouraged them to share that they have full support from the City.

♦Steve Topaz. He reminded the Council about the donation jars used for 4<sup>th</sup> of July. They City may want to consider allowing the girls to place those around town.

### **Employee Length of Service Awards**

We have three employees who have reached big milestones in their employment with the City of St. Helens. The following individuals will receive a certificate and pin at the August 17 Council work session.

### **20 Years**

**Carol Green** came to work for the City as an Accounting Assistant in June of 1996. In July of

2013, she was promoted to Accounting Technician where she currently serves.

### **10 Years**

**Heidi Davis** began working for the City in June of 2006 as the City's Receptionist/Counter Clerk. In October of 2008, she was promoted to the Building & Administration Secretary where she currently serves.

**Jesse Templin** began with the City as a Utility Worker I in July of 2006. He has since moved up to Utility Worker II where he has served since May of 2012.

**Congratulations to Carol, Heidi and Jesse, and thank you** for your service!

### **Semi-Annual Senior Center Report**

Cheryl Young, Center Manager, was in attendance to give her report, which she handed out to the Council and a copy of which is available in the archive packet for this meeting.

The Senior Center requested a grant from the City of \$10,000 for their meal program. They are getting down to where they can't rely on the funds in savings that they have been using for several years.

### **Request from Mark Kreutzer Regarding Senate Bill 1513**

He is here on behalf of Columbia River Fire & Rescue and the Oregon Fire District Director's Association. Senator Betsy Johnson is a sponsoring senator of Senate Bill 1513 .

The Oregon Legislature passed SB 1513 in the 2015 session. It allows each county the ability to pass an ordinance allowing abatement of up to \$250,000 of assessed value of the primary residence of the surviving spouse of a public safety employee (police officer, reserve police officer, volunteer and career firefighter) killed in the line of duty. Mark is lobbying all fire districts and cities in Columbia County to pass a resolution in support of Columbia County implementing SB 1513.

There was no objection from Council. Staff will come back with an ordinance.

### **Request from Portia and Glen Swenson to Place "Blessing Boxes" in St. Helens**

A small group of volunteers would like to set up one or two "blessing boxes" in the St. Helens area. These are along the lines of the "Little Free Library" but will include non-perishable food items and/or toiletries. The volunteers would commit to maintaining the blessing boxes in good condition and keeping them stocked.

Glen Swenson, Seventh Day Adventist Church. The boxes would be approximately 3'x3', mounted on a 4"x4" post. They are proposing to put them by Columbia View Park, McCormick Park and by the Library. He spent a few nights on a sailboat at the docks and noticed the number of homeless people using the restrooms and showers. He wants people to know we care.

Councilor Locke asked if Glen has spoken with Community Action Team or the Food Bank. They already provide resources to them.

Portia Swenson explained that the "blessing boxes" would be accessible 24 hours a day. If people want to donate, they can do that at any time as well. Glen would like to try it and if it doesn't work out they will remove it.

Mayor Peterson is intrigued by the idea. He would like more time to talk about the best places to put them.

Councilor Conn expressed her appreciation for their concern and generosity.

### **Review Proposed Ordinance Amending Planning Commission Rules**

City Planner Jacob Graichen briefed the Council on the proposed amendments.

Mayor Peterson asked why a person would not vote after they participated in the hearing. Why is it an automatic yes if they don't vote? Graichen responded that it's been a rule that they have been following. The idea is to prevent people from not voting at all on contentious issues. Peterson would be more comfortable with being able to vote yes, no or abstaining and it not counting. Council President Morten agreed.

The ordinance was tabled to give the Planning Commission time to review the Council's recommendation.

### **Review Proposed Resolution Establishing Utility Billing Administrative Rules**

Finance Director Matt Brown briefed the Council on the proposed rules. He distributed updated handouts, which are included in the archive meeting packet. Utility Billing Specialist Shanna Duggan is also in attendance to help explain the rules based on her experiences.

There was in-depth discussion about the elimination of a utility deposit. The deposits create a possible liability for the City. It's come up with other cities and he would like to eliminate it here before it becomes a problem. The deposits will be credited to users. The purpose of the deposit is to protect yourself from someone who does not pay. Moving to monthly billing, the bills will be 30 days out instead of 60 and will be half as much as what they are now. You'll find out much sooner if someone is unable to pay. He also proposes stricter late fees, reconnection fees and cutoffs. It also makes St. Helens more affordable to move to. Other fees will be in place to cover damage costs. Duggan explained that the deposit has not been used to cover tampering fees. In the past couple times she has had problems with tampering, it was sent to the Police Department, cited into court and the cost was covered through restitution. The deposits currently sit on the account for a year and after good service, they credit it back to the account.

Further discussion ensued as Brown reviewed the proposed rules. Communications Officer Crystal Farnsworth will help with distributing the rules. Mayor Peterson encouraged staff to give extra notice to customers who are regularly late and will be most impacted by the increase in delinquent account fees.

Councilor Conn encouraged Brown to work with CAT to create a utility assistance program.

### **Update on Issues of the Homeless**

Jim Tierney, Executive Director with Community Action Team (CAT), was in attendance to update the Council on issues of the homeless in the area. He distributed and reviewed handouts to the Council, which are included in the archive meeting packet.

- US manufacturing jobs have significantly declined over the last 70 years. Those were the family wage jobs that did not require skills.
- The share of gross domestic product the laborer earns is declining.
- Society has shifted from one-earner households to two.
- Referring to figure four of the slide show, providing medical care to the poor reduces financial assistance available to other anti-poverty programs.

- Homeless population:
  - 36% Substance Abuse
  - 23% Severe Mental Illness
  - 21% Non-Special Needs
  - 16% Domestic Violence
  - 2% HIV/AIDS
  - 2% Unaccompanied Youth (under 18)

Martha Olmstead with CAT was also in attendance to talk about the homeless population in St. Helens. She works with the ones you see on the streets and read about in the newspaper and on social media. She has worked for CAT for almost 14 years and has never had to return any money to HUD; not because they don't have the clients but because there are not enough rentals. She does not care what your barriers are, if you're homeless she wants to help. It's heartbreaking when there is nowhere to live. A lot of them are no-income or very low income, have severe mental illness, drug addiction, etc. We need to figure out how we can work together to help people in our community. Rent is going up and we need to find a way to make affordable housing.

Mayor Peterson asked if most of the homeless in the area have some sort of income. Martha responded that some of them have social security benefits and some only have food stamps. The maximum social security benefit is \$733 and a one-bedroom apartment is \$1,021.

Council President Morten has been following the issues in Portland over the last few years. Just recently, an entrepreneur came forward to help facilitate a facility with the City. Is that a good solution? Martha said that is a starting point. At least you know where they're at and they're safe. Counselors know where to meet with them. It's not going to go away on its own.

Jim emphasized that the first step of reducing homeless is stability. Affordable housing in Oregon has greatly been reduced. Their goal is to purchase more homes to create places for people to live.

Leanne Murray with the Human Investment Department of CAT was also in attendance to review her report, which is included in the archive meeting packet. She has been with CAT for about six months. One of her projects has been to educate the public on all the things that CAT does.

Mayor Peterson thanked CAT representatives for coming today. The City has seen the number of homeless increase over the last few years and they want to work with CAT to help.

#### **4<sup>th</sup> Quarter Financial Report**

Finance Director Matt Brown presented his report which is included in the archive packet for this meeting. He had a PowerPoint presentation that he handed out to the Council.

#### **Discussion on Commercial Properties with LID/Utility Back Payments**

Finance Director Matt Brown distributed and reviewed updated handouts. A copy is included in the archive meeting packet.

1. Ridgecrest Development. City Planner Jacob Graichen was in attendance to review the Ridgecrest Development re-forestation project, which is further explained in the memo. Council directed Brown to hold off on moving forward until the remaining lots are developed.
2. Current Issued LID and Repayments. Brown reviewed the three outstanding LIDs.

Council directed Brown to send certified letters and wait to see if payments are made in August. If not, bring it back to Council in September.

3. Water/Sewer – Current Customers. Council directed Brown to do the same as number two.

### **Parks Commission Recommendations**

Council President Morten reported that the Parks Commission discussed Civic Pride Park. They voted to move forward on teaming with the Greater St. Helens Parks & Recreation District to create a lease agreement. Council discussed donating the property to the district. Before that can be considered, they need to look into the property history.

The Lions Club has requested permission to maintain the McCormick Park trail exercise equipment. The Parks Commission likes the idea. Council concurred.

Council President Morten presented flowers to Deputy City Recorder Lisa Scholl and thanked her on behalf of Council, staff and the community for her work and leadership role with Relay for Life.

*Council President Morten excused himself from the rest of the meeting.*

### **Department Reports**

**Public Works Engineering Director Nelson** reported...

- Tonight's agenda includes approval to award a contract for the reservoir rehabilitation. They are recommending the second lowest bidder be awarded the contract because the lowest bidder did not submit the required qualification materials.
- Oregon State and the Oregon Marine Board are conducting a filming project on the docks. They looked at 35 different dock facilities and specifically the pump out stations. Out of those 35, ours is the best maintained. They also felt that the City's plumber, Tim Illias, was the best informed and most knowledgeable about the station. The filming is for a training video.

**Library Director Jeffries** reported...

- This year's budget included additional funds for professional development.
  - Three of the library assistants attended the Oregon Library Association's Staff Support Conference.
  - The new library technician started cataloging classes.
  - The new youth librarian attended the American Library Association Conference. She's also connecting with Oregon youth librarians and has offered St. Helens to be the site for the quarterly meeting of the Oregon Young Adult Network, which is the professional subgroup for youth librarians in Oregon.
- Finished summer reading program.
  - A border collie performance team was held in the courtyard last week. There were 110 people in attendance.
  - Held a summer reading party last week. It included games, ice cream and prizes.
- Fall programs will be announced soon.
- The Library Board has met twice this month, once with the library consultant.

**Finance Director Brown** reported...

- Tonight's agenda includes an agreement with TVI Investments. He has reviewed fees of the existing investment company and TVI is able to offer reduced fees.
- He would like to enter into an agreement with Wells Fargo for banking services. Some of

the advantages are reduced fees, use of employee purchase cards and electronic reports.

- A loan adjustment agreement also needs to be signed by the Mayor for clean water services. It will be included on tonight's agenda.

**City Recorder Payne** reported...

- Nothing to report.

**City Administrator Walsh** reported...

- Grants:
  - Received notice from Oregon Parks & Recreation Department that there will be funding for a pavilion in McCormick Park. That is a \$16,000 grant.
  - Received a grant from DLCD Transportation Growth Management. It will pay for the second phase of the corridor project.
- Work should begin for the LED street lighting project in November.
- The next Waterfront Advisory Committee is September 12.
- He sent a memo to the Council updating them about labor negotiations.
- The City of Columbia City is asking to waive plan review and inspection fees for their new community center. We will be thanked with a plaque on the front of their building.
- Halloween will be bigger and better this year. Tina Curry is working on a report to show expenses and revenue. She will present it at the next Council meeting.

**Council Reports**

**Mayor Peterson** reported...

- He will not be at the next meeting, September 7.

**Councilor Conn** reported...

- The Library is deep in strategic planning and trying to maximize the use of the consultant.
- SHEDCO is talking to Joe Shultz about insurance and liabilities.
- The Arts & Cultural Commission received an official rejection for the mural on the post office. There is a nation-wide policy that prohibits them from accepting murals or other physical improvements to their facilities.
- She will be attending the Northwest Economic Development Conference in Ellensburg, Washington next week.
- Disclosed that she will be working on a couple things on the ballot this year.
  - Co-chair of the school bond.
  - Consultant for the jail levy.

**Councilor Locke** reported...

- Asked why one of the pedestals on the dock is not working. Nelson responded that it was an experiment to see if a new type of plug could be used. They were hoping to put GFI's on each unit but it trips the system.
- Paul Gerdes tracks the boats on the dock. He would like the rules to be changed. The 10 days per month is fine but it is allowing people to be there 10 days one month and go right into 10 days the next.
- We are trying to improve our city and become a destination port. He's not sure if anything can be done about the Marine Patrol. They receive awards every year for stopping more boats than anyone else in the nation. We do not have a good reputation with boaters.

**Executive Session**

**ORS 192.660(2)(e) Real Property Transactions**

This was postponed until tonight.

**Other Business**

No other business.



There being no further business, the meeting was adjourned at 4:24 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Randy Peterson, Mayor

**DRAFT**

# City of St. Helens CITY COUNCIL

Regular Session Minutes

August 17, 2016

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

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Finance Director  
Kathy Payne, City Recorder  
Margaret Jeffries, Library Director  
Sue Nelson, Public Works Engineering Director

**Others:** Nicole Thille                      Cody Mann                      A Boy Scout Group

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

**Pledge of Allegiance** – Mayor Peterson

**Invitation to Citizens for Public Comment**

No comments received.

**Ordinances – Final Readings**

A. **Ordinance No. 3208:** An Ordinance Amending the St. Helens Municipal Code Chapter 12.20 Regarding Camping in the Public Rights of Way and on Public Property  
Mayor Peterson read Ordinance No. 3208 by title for the final time. **Motion:** Upon Morten's motion and Carlson's second, the Council unanimously adopted Ordinance No. 3208. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

**Ordinances – First Readings**

A. **Ordinance No. 3209:** An Ordinance Amending the St. Helens Municipal Code Chapter 12.08 Regarding Planning Commission Rules of Operation  
This item is postponed until a future meeting.

**Resolutions**

A. **Resolution No. 1757:** A Resolution to Establish Municipal Court Administration Fees Pursuant to Chapter 3.32 of the St. Helens Municipal Code and Superseding Resolution No. 1586

Mayor Peterson read Resolution No. 1757 by title. **Motion:** Upon Morten's motion and Locke's second, the Council unanimously adopted Resolution No. 1757. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

B. **Resolution No. 1758:** A Resolution to Establish Administrative Rules for Water, Sewer and Storm Drainage Utilities

Mayor Peterson read Resolution No. 1758 by title. **Motion:** Upon Locke's motion and Conn's second, the Council unanimously adopted Resolution No. 1758. [Ayes: Locke, Carlson, Conn,

Morten, Peterson; Nays: None]

**Award Contract for 2MG Reservoir Rehab Project to Western Partitions Inc.**

**Motion:** Upon Conn's motion and Locke's second, the Council unanimously awarded the contract for the two million gallon reservoir rehabilitation project to Western Partitions Inc.

**Approve and/or Authorize for Signature**

- A. Amendment No. 7 to IGA with Columbia County for Community Corrections Work Crews
- B. Personal Services Agreement with Terri Etter for Administrative Assistance in Police Department
- C. IGA with State of Oregon Department of Administrative Services for Disposal of Surplus Property
- D. Personal Services Agreement with Anya Moucha for Administrative Assistance in Support of Spirit of Halloweentown Activities
- E. Amendment to License/Permit to Enter Premises for Port of Portland Tide Gauge at City Docks
- F. Agreement for Opening Account with TVI Investments
- G. Contract Payments
- H. Amendment No. 3 to Clean Water State Revolving Fund Loan Agreement No. R80163 (I&I Project)

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

**Consent Agenda for Acceptance**

- A. Arts & Cultural Commission Minutes dated February 23 and April 26, 2016
- B. Parks Commission Minutes dated April 11, 2016
- C. Accounts Payable Bill List

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

**Consent Agenda for Approval**

- A. Job Description: Municipal Court Assistant to the City Prosecutor Re-titled to Legal Assistant
- B. Council Work Session and Regular Session Minutes dated June 15 and July 20, 2016
- C. Accounts Payable Bill List

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

**Council Reports**

**Mayor Peterson** reported...

- Nothing to report.

**Councilor Conn** reported...

- Nothing to report.

**Council President Morten** reported...

- Condolences to Sue Nelson for her loss. He is happy to have her back.
- Well-deserved award for Lisa during the work session for her work with Relay for Life.
- Field Supervisor/Safety Coordinator Dave Elder and Water Filtration Facility Supervisor/Operator Howie Burton joined him on KOHI last week to talk about the safety of our water. It is the safest in the nation.

**Councilor Carlson** reported...

- She appreciates Lisa and how hard she worked on Relay for Life.

**Councilor Locke** reported...

- In the process of a background check for the Code Enforcement Officer.

### **Department Reports**

**Public Works Engineering Director Nelson** reported...

- Acknowledged a great job done by Lisa on Relay for Life. Also thanked Councilor Carlson and her kids for their participation.

**Library Director Jeffries** reported...

- Nothing to report.

**Finance Director Brown** reported...

- Nothing to report.

**City Recorder Payne** reported...

- The League of Oregon Cities Conference will be held in September. The City needs to appoint a voting delegate and alternate. Council President Morten was appointed as voting delegate and Councilor Conn as alternate.
- City Hall Week will be held in Astoria and Scappoose. Council should let her know if they can attend.
- Councilor Carlson requested City note cards. They are available at City Hall.
- The summer City Employee Picnic is on Sunday. It will be moved into the Council Chambers if it gets too hot.

**City Administrator Walsh** reported...

- Nothing to report.

### **Executive Session**

#### **ORS 192.660(2)(e) Real Property Transactions**

**Motion:** At 7:09 p.m., upon Locke's motion and Morten's second, the Council unanimously voted to move into executive session under ORS 192.660(2)(e) Real Property Transactions.

**Motion:** At 7:39 p.m., upon completion of the executive session, Carlson moved to go back into work session, seconded by Morten, and unanimously approved.

**Adjourn** - There being no further business, the meeting adjourned at 7:39 p.m.



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Randy Peterson, Mayor

# City of St. Helens

## Council Action Request

Date: 09/01/14

To: Mayor Peterson  
Councilor Locke  
Councilor Carlson  
Councilor Morten  
Councilor Conn

From: Terry Moss  
Chief of Police

Re: Declaration of Surplus Property

We request that the property itemized below be declared surplus and that we be authorized to dispose of the property through sale, donation or discard.

1. One 2004 Chevrolet Impala, Oregon License E229556 VIN # 2G1WF55K549445967
2. One 2007 Chevrolet Impala, Oregon License E234394 VIN #2G1WS58R779299645
3. One 2008 Chevrolet Impala, Oregon License E242090 VIN# 2G1WS583589217652
4. One 1986 Chevrolet Pickup, Oregon License WBC786 VIN# 1GCCD34GOGF305979

*(Vehicles listed as 1.2 and 3 are retired from our police fleet. They have high mileage, maintenance issues and are of no value to this agency. Vehicle #4 is no longer useful to the police department and should be disposed of.)*

Navigate using Bookmarks or by clicking on an agenda item.

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
OREGON DEQ 010137 08162016 018-018-563000 Principle Expense	8/16/2016	57,674.00	0.00	08/19/2016	CWSRF LOAN PAYMENT PRINCIPAL			False	0
08162016 Total:		57,674.00							
08162016 (2) 018-018-569000 Interest Expense	8/16/2016	2,197.00	0.00	08/19/2016	CWSRF LOAN PAYMENT INTEREST			False	0
08162016 (2) Total:		2,197.00							
08162016 (3) 018-018-563000 Principle Expense	8/16/2016	50,000.00	0.00	08/19/2016	CWSRF LOAN PAYMENT PRINCIPAL			False	0
08162016 (3) Total:		50,000.00							
08162016 (4) 018-018-569100 Fiscal agent fee	8/16/2016	7,750.00	0.00	08/19/2016	CWSRF LOAN FEE PAYMENT - ANNUAL FEE			False	0
08162016 (4) Total:		7,750.00							
OREGON DEQ Total:		117,621.00							
Report Total:		216,058.00							

*[Handwritten signature]*  
8/18/16

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 08/18/2016 - 1:33PM  
 Batch: 00014.08.2016 - AP 8/19/16 OVER 10K



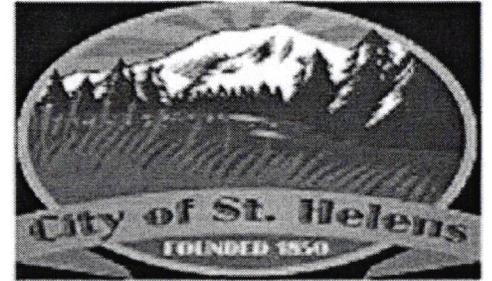
Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
BOEDE CONSTRUCTION									
003744									
08022016	8/2/2016	6,745.00	0.00	08/19/2016				False	0
010-303-653308				2016 MANHOLE REHAB PROJECT S-640					
	08022016 Total:	6,745.00							
	BOEDE CONSTRUCTION	6,745.00							
Boise White Paper, LLC									
003720									
08162016	8/16/2016	12,500.00	0.00	08/19/2016				False	0
009-209-563000				SEPTEMBER 2016 NOTE PAYMENT					
	08162016 Total:	12,500.00							
	Boise White Paper, LLC To	12,500.00							
H.D. FOWLER CO.									
012650									
I4291448	8/5/2016	79,192.00	0.00	08/19/2016				False	0
010-302-653202				400 RADIO READ METERS 3/4					
	I4291448 Total:	79,192.00							
	H.D. FOWLER CO. Total:	79,192.00							

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 08/25/2016 - 1:49PM  
 Batch: 00018.08.2016 - AP 8/26/16 OVER 10K

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
MAUL FOSTER ALONGI, INC.									
019555									
26252	8/10/2016	25,492.62	0.00	08/26/2016				False	0
004-400-554110	Area Wide Planning			WWTP LAGOON ON CALL SERVICES 0830.03.03					
	26252 Total:	25,492.62 ✓							
26253	8/10/2016	22,694.79	0.00	08/26/2016				False	0
004-400-554110	Area Wide Planning			AREA WIDE PLANNING WATERFRONT PROJECT 0830					
	26253 Total:	22,694.79 ✓							
	MAUL FOSTER ALONGI	48,187.41							
	Report Total:	48,187.41 ✓							

*MJM 8/25/16*