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City of St. Helens COUNCIL AGENDA

Wednesday, September 21, 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. **INVITATION TO CITIZENS FOR PUBLIC COMMENT** – *Limited to five (5) minutes per speaker.*
4. **ORDINANCES – Final Reading**
 - A. **Ordinance No. 3210:** An Ordinance Amending St. Helens Municipal Code 5.16 Regarding Secondhand Dealers and Pawnshops
5. **ORDINANCES – First Reading**
 - A. **Ordinance No. 3209:** An Ordinance Amending the St. Helens Municipal Code Chapter 12.08 Regarding Planning Commission Rules of Operation
6. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
 - A. WellsOne Commercial Card Agreement
 - B. Travel Oregon Matching Grants Program Contract – St. Helens Wayfinding Master Plan
 - C. Personal Services Agreement with Centerlogic, Inc. for Information Technology Services
 - D. SolutionsYes Lease Agreement & Maintenance Agreement for Kyocera Replacement Copier
 - E. Contract Payments
7. **CONSENT AGENDA FOR ACCEPTANCE**
 - A. Planning Commission Minutes dated July 12, 2016
 - B. Accounts Payable Bill List
8. **CONSENT AGENDA FOR APPROVAL**
 - A. Street Closure Requests:
 - i. St. Frederic's Fall Festival
 - ii. Spirit of Halloweentown Events
 - iii. Spirit of Halloweentown Parade
 - B. Declare Surplus Property – Library Equipment
 - C. Accounts Payable Bill List
9. **MAYOR PETERSON REPORTS**
10. **COUNCIL MEMBER REPORTS**
11. **DEPARTMENT REPORTS**
12. **ADJOURN**

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

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.

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 ~~striketrough~~).

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 Property 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 minors~~ 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
ORDINANCE NO. 3209

AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL CODE
CHAPTER 12.08 REGARDING PLANNING COMMISSION RULES OF OPERATION

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

Section 1. Section 2.08.070 of the St. Helens Municipal Code ("SHMC") is hereby amended to read as follows (underline words are added except for the table which is also added, ~~words stricken~~ are deleted):

(1) ~~A majority of the members appointed to the planning commission shall constitute a quorum.~~ The commission shall meet at least once a month. Meetings of the commission shall be open to the public. Meetings other than at regularly scheduled times may be announced at a prior meeting and thereby be made a part of the meeting records. Upon the request and concurrence of the majority of the commission, ~~the chairman upon his own motion may, or at the request of three members of the commission, may~~ call a previously unannounced special meeting of the commission for a time not earlier than 24 hours after the notice is given. Notice of a previously unannounced meeting shall be telephoned to the newspaper, posted at the St. Helens City Hall and, to the extent feasible, provided to interested persons at least 24 hours prior to the meeting. Notice shall comply with the Development Code, as applicable.

(2) Rules of Operation.

(a) A majority of the members appointed to the Planning Commission shall constitute a quorum. A vacancy is not considered an appointed position when determining a majority quorum.

(b) The chairman's role is to facilitate discussion. As such, the chairman or the commissioner presiding over the meeting in the chairman's absence, only votes in the following circumstances:

(i) To break a tie vote; or

(ii) When there are not enough concurring votes to meet the minimum number required to make a decision per the table below.

(c) When the chairman is absent or must abstain from a meeting's agenda item, the vice chair shall preside over the meeting or the particular agenda item. When neither the chairman or vice chair can participate, the commission shall elect a commissioner to serve as temporary chairman.

(d) The table below shows the number of concurring votes (affirmative or negative) required to pass or reject a motion. Assuming a quorum is present, the number of concurring votes required varies according to the number of members voting.

(e) Unless a Commissioner in attendance does not participate in the process for reasons such as conflict of interest or personal bias, they shall vote affirmative or negative. No action can be taken until all Commissioners who are present and able to vote, do so.

TABLE

Number of appointed Commissioners (vacant positions don't count)	Minimum number present needed for a majority quorum	Number of members actually voting / the number of required concurring votes.						
		An "X" indicates no action can be taken (insufficient votes).						
3	2	1/X	2/2	3/2				
4	3	1/X	2/2	3/2	4/3			
5	3	1/X	2/2	3/2	4/3	5/3		
6	4	1/X	2/X	3/3	4/3	5/3	6/4	
7	4	1/X	2/X	3/3	4/3	5/3	6/4	7/4

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

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

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

Read the first time: September 21, 2016
 Read the second time: October 5, 2016

APPROVED AND ADOPTED this 5th day of October, 2016 by the following vote:

Ayes:

Nays:

 Randy Peterson, Mayor

ATTEST:

 Kathy Payne, City Recorder

WELLSONE® COMMERCIAL CARD AGREEMENT

This WellsOne® Commercial Card Agreement (this “**Agreement**”) is made and entered into effective as of the date last executed below (the “**Effective Date**”), by and between Wells Fargo Bank, National Association (“**Wells Fargo**”) and City Of St Helens (“**Customer**”).

Introduction

This Agreement governs the Visa® *WellsOne* Commercial Card and/or MasterCard® MultiCard Commercial Card (collectively, “**Card**”) issued by Wells Fargo for use by Customer and its designated employees, subsidiaries, affiliates, agents and representatives (“**Cardholders**”). In this Agreement, “Card” shall mean individually and collectively, all Visa® *WellsOne* and MasterCard® MultiCard Commercial Cards and account numbers issued to Customer, Cardholders and the associated accounts including all card-not-present transactions and account numbers. The transactions made using the Card constitute extensions of credit by Wells Fargo to Customer and not to individual employees, or agents of Customer. In order to participate in the *WellsOne* Commercial Card program, Customer shall at all times maintain ten (10) or more Cards. Attachment A-1 (Program Information), Attachment A-2 (Multiple Division Billing Program Information), if applicable, Attachment B (Program Administrator), Attachment C-1 (Fee Schedule), and Attachment C-2 (Revenue Share Calculation), if applicable, are incorporated into this Agreement. In addition, the following Service Descriptions will be incorporated into this Agreement if Customer or its Cardholders elect, now or hereafter, to utilize a service or functionality described therein: (i) Wells Fargo Supplier Analysis & Onboarding Commercial Card Conversion Service Description; (ii) CCER AP Control/Just-in-Time Card Service Description; (iii) MasterCard® Payment Gateway™ Service Description; (iv) Receipt Imaging Service Description; (v) Convenience Check Service Description; (vi) Custom Data Solutions Service Description; and (vii) any other Service Description with respect to an additional service or functionality related to the Card that specifically references, and provides that it is incorporated by reference into, this Agreement. Such Service Descriptions are available and may be accessed at <https://wellsoffice.wellsfargo.com/ceopub/prc/service-descriptions/index.jsp> or such other Internet website address as Wells Fargo may from time to time designate by notice to Customer. For good and valuable consideration, and intending to be legally bound hereby, Customer and Wells Fargo agree to each and every term and condition of this Agreement as set forth below:

1. Permitted Uses of Card; Promise to Pay; Credit Limit. The Card may be used for Cardholders’ Customer-related purchasing, travel and entertainment, general payables and fleet purchases; to the extent such functionality is offered to Customer by Wells Fargo. Customer agrees that the Card shall be used for business purposes only. Customer represents and warrants that its execution of this Agreement and use of the Card will not in any way violate, conflict with or result in a breach of any contract or agreement between Customer (or any of its affiliates) and any third party, including any client of Customer or its affiliates, and Customer will indemnify, defend and hold Wells Fargo harmless from and against any claims relating to any such actual or alleged violation, conflict or breach. In no event shall the Card be used: (i) to make, directly or indirectly, any payment or engage in any other transaction by, on behalf of or for the benefit of any person(s) relating to personal, family or household purposes (*i.e.*, in no event may the Card be used, directly or indirectly, to make or facilitate consumer payments or consumer transactions of any type, regardless of whether Customer is in the business of making or facilitating such payments or transactions); or (ii) for any transaction that is unlawful or illegal under any applicable laws, rules and regulations and orders of any federal, state, local or foreign governmental authority (“**Applicable Law**”), including but not limited to, all economic sanctions, trade embargoes and anti-terrorism laws imposed by the U.S., the U.S. Foreign Corrupt Practices Act of 1977 (as amended), all applicable laws or regulations relating to money laundering and any predicate crime to money laundering, and “**restricted transactions**” as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder. Except as otherwise provided in the “Liability for Unauthorized Use” Section below, Customer agrees to pay Wells Fargo, when due, the total of all purchases made with the Card. Customer also promises to pay the total of all other fees and charges due on the Card, as stated in this Agreement or as otherwise agreed to by Customer, and all costs and expenses, including all reasonable attorney’s fees, and other reasonable legal costs incurred by Wells Fargo in enforcing this Agreement. Customer agrees that the total of all transactions charged to all Cards and account numbers issued hereunder outstanding at any time shall not exceed the Credit Limit specified in Attachment A-1, or as may be changed from time to time. Customer agrees that it is responsible for repaying outstanding balances under the Card, including but not limited to those that exceed its Credit Limit. Wells Fargo may change the Credit Limit at any time and will promptly notify Customer as may be required by applicable law. Termination or expiration of this Agreement does not terminate Customer’s obligation for all amounts owed pursuant to this Agreement.

2. Debit Authorization. Customer hereby authorizes and directs Wells Fargo to pay the total of all amounts charged on the Card as a result of purchases, other transactions, fees, charges, costs and expenses by debiting Customer’s bank deposit account(s) as indicated on Attachment A-1 and, if applicable, Attachment A-2 (the “**Account(s)**”), on the fifth (5th) calendar day (or next Business Day if the calendar day is not a Business Day) (the “**Due Date**”) following the date of each *WellsOne* or MultiCard Commercial Card billing statement provided to Customer (the “**Billing Statement Date**”). Any payment received on or after the Billing Statement Date and before the Due Date will be applied to reduce the amount debited from the Account(s) on the Due Date. A “**Business Day**” shall mean any day (except Saturday or Sunday) that Wells Fargo is open for business. Wells Fargo may also debit the Account(s) at any time for the purpose of settling Card transactions and payoffs of any fees, charges, costs and

expenses as stated in this Agreement or as otherwise agreed to and owed by Customer. The Account(s) shall also be subject to the terms and conditions of any netting or setoff provisions between Customer and Wells Fargo governing the Account(s) and any linked accounts. Customer represents and warrants that Customer owns and has sole and exclusive authority over the Account(s), including the authority to grant the debit authorization under this Section Two (2), and that no third party, including any client or Customer or its affiliates, is required to consent to or otherwise authorize or approve Customer's exercise of authority with respect to such Account(s), including the grant of such debit authorization.

3. Authorizations. All transactions on Customer's Card are subject to prior approval by Wells Fargo ("**Authorizations**"). Wells Fargo reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and Wells Fargo may deny an Authorization if Wells Fargo suspects that the Card is being used without Customer's permission. In the event the Authorization system is temporarily unavailable, an Authorization may be unable to be given even though the transaction would not exceed the Credit Limit and the Card is in good standing. For security reasons, Wells Fargo cannot explain the details of how the authorization system works. Wells Fargo shall not be liable for failing to give any such Authorization. Wells Fargo may, but is not required to, authorize transactions that will cause the balance on the Card to exceed the Credit Limit, and Customer agrees it is liable for any such transactions. In addition, Wells Fargo reserves the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business.

Notwithstanding the foregoing, Customer acknowledges and agrees that: (i) some or all of the Cards issued hereunder may be Cards that contain an embedded security microchip that works in tandem with personal identification number (PIN) authentication functionality ("**PIN & Chip Cards**"), rather than traditional magnetic stripe Cards; (ii) certain PIN & Chip Card transactions are authorized via Offline Authorization rather than Online Authorization; (iii) as a result, such PIN & Chip Card transactions authorized via Offline Authorization are not verified against restrictions applicable to the Customer's Card program generally or to a specific Card and/or Cardholder (such as credit limits, transaction type restrictions, etc.) prior to authorization; and (iv) Customer's liability and responsibility for PIN & Chip Card transactions shall not be in any way diminished or otherwise affected by whether such transactions have been authorized via Online Authorization or Offline Authorization. For purposes of the foregoing: (a) "**Online Authorization**" means authorization of a Card transaction via the electronic communications authorization system utilized for traditional magnetic stripe Card transactions, in which transaction information with respect to each Card transaction is electronically communicated to the Card issuer (i.e. Wells Fargo) for authorization; and (b) "**Offline Authorization**" means authorization of a PIN & Chip Card transaction by communication between the PIN & Chip Card and payment terminal using defined limiting parameters stored on the PIN & Chip Card, such as a cumulative offline transaction amount limit or a consecutive offline transaction limit, but without electronic communication with and authorization by the Card issuer (i.e. Wells Fargo) as would occur with an Online Authorization.

4. Program Administrator. Wells Fargo will require, and is authorized to rely on, written instructions it receives from the Customer's Program Administrator(s) named on Attachment B with regard to the following matters, without limitation: issuance of individual Cards to Cardholders; establishment of and changes to credit limits on individual Cards; notification of disputed transactions; and termination of individual Cards. Customer may substitute, remove or designate additional Program Administrators by written notice to Wells Fargo signed by an authorized officer of Customer. Notwithstanding any other provision of this Agreement to the contrary, if Customer enrolls to administer its *WellsOne* or MultiCard Commercial Card program(s) using the Internet to access Card information, Customer agrees that the primary Program Administrator named on Attachment B has full authority to substitute, remove or designate additional Program Administrators, each of whom may have the full authority of a Program Administrator including authority to designate other Program Administrators, and that written notice signed by an authorized officer of Customer is required only to substitute the primary Program Administrator. The primary Program Administrator may designate in writing one or more contacts for fraud or potential fraud related matters concerning Customer's Card program ("**Fraud Contact(s)**"), and in the absence of such designation the primary Program Administrator shall be deemed to be Customer's sole Fraud Contact. Customer may, but is not required to, execute additional Attachment Bs appointing separate program administrators for divisional or affiliate Card programs established under this Agreement.

5. Liability for Unauthorized Use. Customer shall be liable for all unauthorized use of the Card in any amount at any time, unless and until Customer has notified Wells Fargo that the Card or Card number has been lost, stolen or misappropriated or that the person or vehicle (in the event of a fleet program) in whose name the Card has been issued is no longer authorized to use the Card (for example, upon termination of employment). Notification concerning unauthorized use shall be made by Customer calling the customer service number most recently provided by Wells Fargo; provided however, that Customer shall cooperate with Wells Fargo to complete any required written correspondence requested by Wells Fargo. Customer shall be responsible for full payment of all purchases, fees and charges incurred prior to such notification, regardless of when actually posted to Customer's account. Notwithstanding the foregoing, Customer will not be liable for unauthorized use resulting from transactions made with a Card or Card number that has been skimmed or otherwise counterfeited; provided, that (i) such unauthorized use was not facilitated by the gross negligence, intentional misconduct or fraud of Customer or any of its Cardholders, (ii) such unauthorized use did not benefit Customer or any of its Cardholders or other employees or agents, and (iii) Customer timely submits a dispute with respect to such unauthorized use in accordance with the provisions of Section Eight (8) below.

6. Visa® Liability Waiver Program/MasterCoverage® Liability Protection Program. Subject to applicable Visa® or MasterCard® terms and conditions, as applicable, Customer may be eligible for coverage under Visa's® Liability Waiver Program and/or MasterCard's® MasterCoverage® Liability Protection Program, which provide coverage against employee misuse of the Card. Customer should consult, as applicable, the Visa® Liability Waiver Program brochure or the MasterCard® MasterCoverage® Liability Protection Program brochure, available upon request from Wells Fargo, for terms and conditions of coverage. Customer acknowledges that Wells Fargo is not responsible for providing any form of liability protection program on Customer's behalf and that Wells Fargo makes no representations or warranties regarding any such program that may be offered by third parties.

7. Department Cards. In the event Customer requests Wells Fargo to issue Cards to Customer in a department, group name or other such designation not bearing a name or signature of an authorized employee or individual, all such Cards shall be deemed as “**Department Cards**”. Customer hereby represents, acknowledges and agrees that: (i) such Department Cards will be used by more than one authorized employee or individual; (ii) physical Cards may or may not be issued in conjunction with such Department Cards; and (iii) issuance of Department Cards may increase the risk of fraudulent or unauthorized use. As such, Customer is responsible for all security and protection of the Department Cards and any and all Customer procedures concerning the use of such Department Cards by its Cardholders.

8. Billing Disputes, Chargeback Requests. Customer may dispute amounts reflected on a billing statement that Customer reasonably believes to be incorrect because: (i) the amount shown on the billing statement does not reflect the actual face value of the transaction; (ii) the transaction shown on the billing statement did not result from the use of the Cards; (iii) the statement reflects fees not properly accrued under this Agreement; or (iv) the transaction is disputable with the honoring merchant under applicable Visa® or MasterCard® rules, as applicable, however, such dispute is subject to the procedures and liability provisions set forth in this section or other sections of the Agreement. In the event of a dispute, Customer must notify Wells Fargo of its dispute within sixty (60) days from the transaction date of purchase. Each request to Wells Fargo must be in writing and contain the following information: (i) Cardholder name; (ii) Card account number; (iii) the dollar amount of any billing dispute or suspected error; (iv) reason for the dispute; and (v) a summary of the steps already taken with the merchant to resolve the matter. Wells Fargo shall investigate the disputed amount and determine whether the amount is properly payable by Customer. Until Wells Fargo completes its investigation and determines whether the disputed amount is properly payable by Customer, Customer shall not be liable for the amount of the disputed transaction. Customer agrees that its failure to dispute a charge or other item within sixty (60) days from the transaction date of purchase shall constitute a waiver of any right the Customer may have to dispute the charge. In the event that transactions are posted to the accounts as a result of any circumstance under which the honoring merchant may be held liable under applicable Visa® or MasterCard® rules, as applicable, Wells Fargo shall attempt to charge the transaction back to the merchant in accordance with applicable Visa® or MasterCard® procedures. However, such attempted chargeback by Wells Fargo shall not relieve Customer of liability for the amount of the transaction even though the transaction may have been provisionally credited to the Customer's accounts.

9. Default. The occurrence of any of the following conditions or events shall constitute an “**Event of Default**” by Customer under this Agreement in which case, any unpaid balances on the Card shall become immediately due and payable, and Wells Fargo may immediately debit the Account(s) for payment of such balances: (1) a payment is not made when due or a payment to Wells Fargo is returned or reversed for any reason; (2) a term of this Agreement is breached in any way; (3) Customer or any guarantor of Customer's account defaults under the terms of (a) any other agreement with Wells Fargo or any of its subsidiaries or affiliates or (b) any loan, credit or similar agreement with any third party; (4) a bankruptcy petition is filed by or against Customer or any guarantor of Customer's account; (5) a significant change occurs in the ownership or organizational structure of Customer or in the type or (if such change is adverse) volume of Customer's business; (6) Customer or any guarantor of Customer's account becomes insolvent or is dissolved; (7) there shall exist or occur any event or condition which Wells Fargo in good faith believes impairs, or is substantially likely to impair, the prospect of payment or performance of Customer's obligations under this Agreement; (8) Customer intentionally fails to submit required information Wells Fargo deems necessary; (9) Customer's account balance exceeds the Credit Limit; (10) any financial statement or certificate furnished to Wells Fargo in connection with, or any representation or warranty made by Customer or any other party under this Agreement, shall prove to have been incorrect, false or misleading in any material respect when furnished or made; (11) Customer or any guarantor of Customer's account, if any, fails to comply with any Applicable Law (as defined in Section One (1) above) materially affecting Customer, guarantor or the operations or property of either; (12) any owner of collateral given to secure the obligations hereunder, if any, shall fail to comply with any Applicable Law materially affecting any of the collateral; or (13) Customer, any guarantor of Customer's account, if any, or any other person with third party recourse liability hereunder, or any owner of any equity interest in Customer or any guarantor of other person with third party recourse liability hereunder or any subsidiary owned directly or indirectly by Customer, any guarantor or other person with third party recourse liability hereunder performs or engages in any act or series of acts that Wells Fargo reasonably believes could constitute money laundering or a predicate crime to money laundering under Applicable Law.

10. Term; Right to Terminate. Wells Fargo or Customer may, upon at least thirty (30) days' prior written notice to the other party, and with or without cause: (i) terminate this Agreement; (ii) terminate one or more services provided for in this

Agreement; or (iii) terminate one or more Cards; provided, however, that the foregoing shall not affect Customer's ability to terminate the authority of a Cardholder as set forth below in this Section Ten (10). In addition, Wells Fargo may take any one or more of the actions referred to in the immediately preceding sentence immediately, without prior notice to Customer, upon the occurrence of an Event of Default. If Customer has enrolled in CCER, any such notice required under this Agreement may be delivered to Customer electronically in the same manner that statements are delivered. If Wells Fargo or Customer terminates the Agreement, or upon the expiration of this Agreement, (i) all Cards shall automatically expire, (ii) Customer shall immediately, upon notice from Wells Fargo, destroy all Cards, (iii) Customer will continue to be responsible for full payment of the current balance on the Card and all purchases, fees and charges incurred before termination that post after termination, including, without limitation, recurring transactions that post after termination, and (iv) any unpaid balances on the Cards shall become immediately due and payable, and Wells Fargo may immediately debit the Account(s) for payment of such balances. If Wells Fargo terminates one or more Cards but not the Agreement, Customer shall immediately, upon notice from Wells Fargo, destroy all such Cards. Upon termination of the Agreement, Customer acknowledges and agrees that the Account(s) and any and all collateral or guarantees in support of this Agreement will remain in place for a period of sixty (60) days from the termination date to satisfy all payment obligations of Customer under this Agreement. Customer may, at any time, terminate the authority of any Cardholder to use the Card. Such termination by Customer shall become effective upon written or electronic notice via the internet to Wells Fargo along with written confirmation that the Cardholder's Card has been destroyed.

11. Liability of Wells Fargo; No Implied Warranties. Wells Fargo's liability hereunder shall be limited to Customer's actual money damages caused directly by Wells Fargo's breach of this Agreement (except to the extent such liability is further limited by the terms of this Agreement), and Wells Fargo shall not be liable for any other matters whatsoever, including, without limitation: (i) Customer's use of the Card; (ii) the inability of Customer to use the Card or the unavailability of Card reports or authorizations as a result of circumstances beyond Wells Fargo's control (such as, without limitation, fire, flood or the disruption of power, phone or computer service); or (iii) transmission errors or data security problems, or other acts or omissions, on the part of third parties (including, without limitation, third-party service providers in connection with transaction files sent to Customer or its designee). Notwithstanding the foregoing, in no event shall Wells Fargo be liable for any indirect, incidental, special, consequential or punitive damages, even if Wells Fargo has been advised of the possibility of any such damages. Except as expressly set forth in this Agreement, Wells Fargo makes no warranties with respect to the Card, any service related thereto, or any software used in connection therewith, including without limitation any warranty as to merchantability or fitness for a particular purpose.

12. Changes to Agreement or to Credit Limit; Other Changes. In addition to, and not in lieu of, Wells Fargo's termination rights in Section Ten (10) above, Wells Fargo may unilaterally, in its sole discretion: (i) change the Credit Limit for any reason, including but not limited to changes as may be required by law, upon prompt notice to Customer; and/or (ii) change any of the terms of this Agreement or any Attachments hereto upon thirty (30) days prior written notice to Customer. Customer may change the designated Program Administrator(s) or an Account number upon an authorized officer's notice in writing or via the Internet to Wells Fargo.

13. Foreign Currency Transactions. If a Card is used to engage in a transaction in a currency other than U.S. dollars ("Foreign Currency Transaction"), that amount will be converted into U.S. dollars before posting to Customer's account.

13.1 Foreign Currency Transaction Procedures: If a Foreign Currency Transaction occurs, and the transaction is not converted to U.S. dollars by the merchant itself, Visa® or MasterCard®, as applicable, will convert the transaction into a U.S. dollar amount by using its currency conversion procedure in effect at the time the transaction is processed. Currently, Visa® and MasterCard® regulations and procedures provide that the currency conversion rate they use is either: (1) a wholesale market rate, which rate may vary from the rate Visa® or MasterCard® itself receives; or (2) a government-mandated rate for the applicable currency as determined under Visa® or MasterCard® regulations and procedures, as applicable. This rate may differ from the rate in effect when the transaction occurred or when it was posted to the Cardholder's account.

13.2 Point of Sale Currency Conversion: Some merchants outside of the United States offer Cardholders the option of having card transactions converted to U.S. dollars by the merchant itself during the transaction ("**Point of Sale Currency Conversion**"). If that option is chosen the transaction is actually originated in U.S. dollars and the currency conversion rate is determined solely by the merchant.

13.3 Cross Border Transactional Fee. For each Foreign Currency Transaction that has been converted into a U.S. dollar amount by Visa® or MasterCard®, as applicable, and for each Point of Sale Currency Conversion transaction where a non-U.S. merchant originates a transaction in U.S. dollars, Wells Fargo will charge Customer a 1% fee ("**Cross Border Transactional Fee**").

14. Direct Transmissions. Customer may request to receive Card transaction data to be transmitted directly to Customer, or to a third party recipient designated by Customer, electronically from either the Card network (Visa® or MasterCard®) or its subcontractor (hereinafter, "**Direct Transmissions**"). Upon receipt of such request (which shall be in writing (including,

without limitation, e-mail) and from an authorized officer or Program Administrator of Customer), Wells Fargo will arrange for such Direct Transmissions. Customer agrees that Wells Fargo will not be liable for any damages, losses, liability or any other claims whatsoever arising in any way out of transmission errors or data security issues on the part of the network or any third party (including, without limitation, any third party recipient designated by Customer) in connection with Direct Transmissions. Direct Transmissions shall be subject to the Direct File Feed Fee as set forth in Attachment C-1.

15. Financial Information. Promptly upon Wells Fargo's request, Customer shall provide, in form and detail satisfactory to Wells Fargo, current audited annual and certified quarterly financial statements and supporting footnotes and schedules.

16. Confidential and Proprietary Information.

(a). Customer and Wells Fargo acknowledge and agree that, in connection with this Agreement, it may be necessary and/or desirable to exchange Confidential Information (as defined below). For purposes hereof, "**Confidential Information**" means all non-public, confidential or proprietary information of a party that is disclosed by such party (including any of its Representatives (as defined below)) (the "**Disclosing Party**") to the other party (the "**Receiving Party**") under or in connection with this Agreement, and includes, without limitation, financial, technical, or business information relating to the Disclosing Party, including trade secrets, marketing or business plans, strategies, forecasts, budgets, projections and pricing, customer and supplier information. Notwithstanding the above, Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or its Representatives (as defined below) in violation of this Section Sixteen (16); (ii) is already known by the Receiving Party at the time of its disclosure by the Disclosing Party; (iii) is or becomes available to the Receiving Party from a source not known to the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the use of Confidential Information.

(b). For a period of two (2) years following its disclosure to the Receiving Party, the Receiving Party will: (i) keep Confidential Information confidential and not disclose it to any other person or entity, except disclosures (A) to federal and state bank examiners, and other regulatory officials having jurisdiction over the Receiving Party, as applicable, (B) to the Receiving Party's Representatives (as defined below), (C) in the case of Wells Fargo, to i) Visa® or MasterCard®, as applicable, ii) third party payment industry service providers with whom Wells Fargo has a business relationship and has entered into a non-disclosure agreement covering such Confidential Information, iii) as described in the Wells Fargo Supplier Analysis & Onboarding Commercial Card Conversion Service Description, if applicable, (D) required by applicable law or legal process in the opinion of the Receiving Party's counsel or any of its Representative's counsel, as applicable, or (E) otherwise authorized in writing by the Disclosing Party; and (ii) use Confidential Information only in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof). For purposes hereof, "**Representatives**" means a party's or any of its affiliates' officers, employees, agents, legal counsel, auditors or other professional advisors who need to know Confidential Information in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof). The Receiving Party will be responsible for any failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions of this Agreement. In the event that the Receiving Party or any of its Representatives is, in the opinion of its counsel, required by applicable law or legal process to disclose any Confidential Information under clause (i)(D) of the first sentence of this paragraph, then the Receiving Party, unless prohibited by law, will provide notice of such disclosure to the Disclosing Party so that the Disclosing Party, at its sole option (but without an obligation to do so) and at its sole expense, may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section Sixteen (16).

(c). Following any termination of this Agreement, upon the Disclosing Party's request, the Receiving Party will use commercially reasonable efforts to destroy all copies of Confidential Information then in the possession of the Receiving Party; provided, however, that the Receiving Party may retain such copies as are required by applicable law or in accordance with its customary practices and procedures (any Confidential Information so retained will be held by the Receiving Party subject to this Agreement).

(d). If there is a breach of this Section Sixteen (16) by either party, the other party will have the right to seek any and all remedies at law or in equity, including without limitation appropriate injunctive relief or specific performance. The protections afforded to Confidential Information hereunder are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets or other laws.

17. No Waiver; Right of Set-Off. Neither party's failure to exercise any right or to pursue any remedy under this Agreement or otherwise shall constitute a waiver thereof. Wells Fargo shall have the right to, in its sole discretion, set-off or recoup any obligation of Customer to Wells Fargo under this Agreement or otherwise against any obligation Wells Fargo owes to Customer, including a set-off against any deposit account(s) Customer has with Wells Fargo to the extent permitted by law.

18. Miscellaneous; Entire Agreement; Governing Law; Counterparts; No Assignment; Independent Contractor;

Severability. This Agreement contains the entire understanding between the parties on the subject matter hereof and supersedes all prior agreements, negotiations and representations. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. Customer may not assign this Agreement or any of its rights, interest or obligations hereunder (by operation of law or otherwise). Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between Wells Fargo and Customer. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to: (i) any credit subject hereto, or the Agreement and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (ii) requests for additional credit.

19.1. Governing Rules. Any arbitration proceeding will: (i) proceed in a location in South Dakota selected by the American Arbitration Association (“AAA”); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA’s commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA’s optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the “Rules”). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

19.2. No Waiver of Provisional Remedies; Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to: (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

19.3. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Such single arbitrator or panel of three arbitrators, as applicable, is hereafter referred to as the “arbitrator”. Each arbitrator will be a neutral attorney licensed in the State of South Dakota or a neutral retired judge of the state or federal judiciary of South Dakota, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of South Dakota and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the South Dakota Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

19.4. Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

19.5. Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed the Agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

19.6. Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

19.7. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrator and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Agreement or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of the Agreement or any relationship between the parties.

20. Customer Provided Card Content. For purposes of this Agreement, “**Customer Provided Card Content**” means any and all business, division, trade or assumed names, trade dress, service marks, trademarks, logos or other words or images that Customer or its representatives supply for inclusion on any Cards issued under this Agreement. Customer will defend, indemnify and hold harmless Wells Fargo and its affiliates, as well as the employees, officers, directors and agents of Wells Fargo and its affiliates (each an “**Indemnified Party**”) against all costs and expenses of the Indemnified Party (including without limitation any losses, liabilities, damages, fines, penalties or reasonable attorneys’ fees) arising from or in connection with any dispute, claim, suit, action, proceeding or demand brought against an Indemnified Party relating to any actual or alleged violation of intellectual property rights of any third party as a result of the inclusion of any Customer Provided Card Content on the Cards.

21. Foreign Personnel. If Cards are distributed by Customer or at its instruction to Cardholders outside of the United States, Customer shall be solely responsible for complying with any applicable foreign employment and/or data privacy laws or requirements in connection therewith, including but not limited to any requirements to provide notices or disclosures to or to obtain consents from Cardholders. Wells Fargo shall have no liability for Customer’s failure to comply with any such requirements.

22. Cooperation. Customer shall promptly provide Wells Fargo with any information that Wells Fargo may request to confirm that the Cards are being used in accordance with the terms and conditions of this Agreement. Such requested information may include, without limitation, information about any Cardholder and/or any other involved parties, and the intended purpose or use of a Card transaction. In the event that Customer does not comply with the terms of this section, Wells Fargo will have the right, in its sole and absolute discretion, to terminate immediately any Card issued in the name of such individual(s), and Customer shall not permit such individual(s) to use any other Cards issued pursuant to this Agreement.

WELLS FARGO BANK, NATIONAL ASSOCIATION

City Of St Helens

Authorized Officer: _____

Authorized Officer: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

**WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT A - 1
PROGRAM INFORMATION**

CUSTOMER NAME	City Of St Helens
TAX ID	93-6002248
ADDRESS	265 STRAND ST PO BOX 278 Saint Helens, OR 97051
CREDIT LIMIT	\$250,000
ACCOUNT(S)	

Billing Settlement Account:	For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees
------------------------------------	---

BANK NAME	Wells Fargo
DEMAND DEPOSIT ACCOUNT NUMBER	
ROUTING NUMBER	

BILLING STATEMENT CYCLE*	Monthly
--------------------------	---------

*Applies to purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees. Other fees hereunder will be billed separately on a monthly basis.

Fee/Analysis Account:	For other fees under this Agreement, as amended and supplemented from time to time (including other fees specified in Attachment C-1)**
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BANK NAME	Wells Fargo
DEMAND DEPOSIT ACCOUNT NUMBER	
ROUTING NUMBER	

** If no account specified, same as Billing Settlement Account

**WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT B - PROGRAM ADMINISTRATOR
September 12, 2016**

Please provide the following information about each Program Administrator:

City Of St Helens

Customer Name

Enter Division Name, if applicable

*The Attachment B to the Agreement may be updated at a later date in accordance with the terms of Section 4 of the Agreement, however it will replace the original Attachment B and all current Program Administrators of Customer must be included.

PROGRAM ADMINISTRATOR (Primary)
Main point of contact for day to day business

PROGRAM ADMINISTRATOR (Secondary)

Matt Brown
(Name / Title)

Jennifer Johnson
(Name / Title)

265 STRAND ST
(Physical Street Address)

265 STRAND ST
(Physical Street Address)

Saint Helens, OR 97051
(City / State / Zip Code)

Saint Helens, OR 97051
(City / State / Zip Code)

503-366-8227
(Telephone) (Fax)

503-366-8203
(Telephone) (Fax)

mattb@ci.st-helens.or.us
(Email Address)

jenniferj@ci.st-helens.or.us
(Email Address)

PROGRAM ADMINISTRATOR (Secondary)

PROGRAM ADMINISTRATOR (Secondary)

(Name / Title)

(Name / Title)

(Physical Street Address)

(Physical Street Address)

(City / State / Zip Code)

(City / State / Zip Code)

(Telephone) (Fax)

(Telephone) (Fax)

(Email Address)
(add additional pages as necessary)

(Email Address)

Select the Program Administrator above authorized to provide instructions on Card delivery: Matt Brown.*

*Requirements:

- (i) All Card delivery addresses must be a physical address; and
- (ii) Card delivery addresses may include such Program Administrator's address above and/or to such other address(es) as instructed by such Program Administrator. If no instructions are provided, all Cards will be delivered to the address of such Program Administrator.

Select the Program Administrator above designated to receive billing statements: Matt Brown

**WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT C-2
REVENUE SHARE CALCULATION
CUSTOMER NAME: City Of St Helens
September 12, 2016**

Revenue Share will be paid within forty-five (45) days following the end of each Program Year on Net Purchase Volume for such Program Year. For purposes of this Attachment C-2, “Program Year” shall mean the twelve month period beginning January 1 and ending December 31.

Standard Revenue Share Schedule

<u>Net Purchase Volume*</u>		<u>Revenue Share</u>
\$ 0	to \$ 1,499,999	0 Basis points (bps)
\$ 1,500,000	to \$ 1,999,999	70 bps
\$ 2,000,000	to \$ 2,999,999	80 bps
\$ 3,000,000	to \$ 4,999,999	90 bps
\$ 5,000,000	to \$ 7,499,999	100 bps
\$ 7,500,000	to \$ 9,999,999	110 bps
\$ 10,000,000	to and Above	120 bps

Custom Interchange Revenue Share Schedule

<u>Net Purchase Volume* of Custom Interchange Transactions</u>	<u>Revenue Share</u>
\$ 1.00 and above	40 - basis points (bps)

Commencing after the Program Year ending December 31, 2016 and annually thereafter (“Anniversary Date”), the Revenue Share amount to be paid to Customer (if any) shall be calculated and applied retroactively by multiplying the applicable Revenue Share bps times the Net Purchase Volume for the previous Program Year. No Revenue Share shall be owed for the previous Program Year if: (i) Customer terminates this Agreement prior to the Anniversary Date, or (ii) Wells Fargo terminates this Agreement for an Event of Default prior to the Anniversary Date. No Revenue Share shall be owed for the previous Program Year if the Customer’s average transaction size for such Program Year is less than \$200.

* “Net Purchase Volume” shall mean total volume minus credits and cash advances (if applicable). Wells Fargo will segregate or exclude Custom Interchange Transactions as defined and described below and as qualified by Visa® or MasterCard®, as applicable. The term “Custom Interchange Transaction” as used herein shall mean (i) certain transactions subject to select large ticket transaction requirements, qualified and determined by Visa or MasterCard®, as applicable, in its sole and absolute discretion and (ii) transactions with merchants participating in promotional interchange programs offered by Visa® or MasterCard® (including the Visa Partner Program or the MasterCard Partner Program) that qualify for non-standard promotional interchange rates. Such Visa® or MasterCard®, as applicable, large ticket transaction qualification requirements for large ticket interchange shall include, but not be limited to, custom payment service qualification with Level II and Level III data included with the transaction. Notwithstanding anything to the contrary contained herein, Wells Fargo may, in its reasonable discretion, exclude any Custom Interchange Transaction for which the interchange rate is below a minimum threshold established by Wells Fargo for purposes of Revenue Share calculation.

The following terms and conditions shall apply under this Attachment: i) Customer must obtain an annual minimum Net Purchase Volume of \$1,500,000 per Program Year, which may include Custom Interchange Transactions, to receive a Revenue Share payment under this Attachment, and ii) if such Custom Interchange Transactions are segregated, the Custom Interchange Revenue Share Schedule will apply to the Net Purchase Volume for such segregated transactions.

If Customer utilizes the MasterCard® Payment Gateway™: (i) any transaction in an amount greater than or equal to \$100,000.00 made using the MasterCard® Payment Gateway™ will not be included in Customer’s Net Purchase Volume, as a Custom Interchange Transaction or otherwise, for purposes of calculating Revenue Share payable to Customer hereunder and no Revenue Share will be payable to Customer in respect of any such transaction; and (ii) any transaction in an amount below \$100,000.00 made using the MasterCard® Payment Gateway™ will be included in Customer’s Net Purchase Volume for purposes of calculating Revenue Share payable to Customer hereunder and, subject to the conditions herein with respect to Customer’s eligibility to receive a Revenue Share payment, will be separately segregated and paid at a rate separately agreed in writing by the parties, or in the absence of such written agreement, at the rate set out in the MasterCard® Payment Gateway™ Service Description.



COMMERCIAL ELECTRONIC OFFICE (CEO)

ONLINE ACCESS AGREEMENT

You have requested access to the Commercial Electronic Office website (the "CEO") of Wells Fargo Bank, N. A. ("Bank") so that you can obtain information and use certain financial services (the "Services") through the online channel. In this Agreement, the words "you" and "your" refer to the company or business entity using the CEO. The term "Affiliate" means the parent company of Wells Fargo, Wells Fargo & Company, and any present or future company that controls, is controlled by, or is under common control with Wells Fargo Bank N.A. The general terms and conditions applicable to your use of the CEO are contained in this Online Access Agreement (the "Agreement") which you must sign and return to Bank before you are allowed access to the CEO. Persons that you authorize to enter the CEO for you (the "Users") must also accept the Terms of Use for the CEO. Finally, before you are able to use a Service through the CEO you must sign or accept the applications, agreements, instruments, rules, standards, policies, instructions, and other documents and forms required to use the Service (the "Service Forms"). In the event of an inconsistency between the Service Forms and this Agreement, the Service Forms will control, but only to the extent of such inconsistency. Except, however, this Agreement will control with respect to terms that address the Online Access Process. As used in this paragraph, the phrase "Online Access Process" means the terms under which you are allowed to access and use the Services via the CEO, the process or procedures you use in order to obtain access to the Service (including required security procedures) via the CEO, and our right to change, suspend or terminate this Agreement or your access to the Service via the CEO.

1. **USING THE CEO.** You agree to use the CEO and the Services only as provided in (a) this Agreement, (b) the rules, procedures, standards, requirements, and policies made applicable to the CEO and the Services from time to time by Bank and the Affiliates, (c) any communications, instructions, terms, or conditions appearing at the CEO or in the Service Forms, and (d) any state or federal laws or regulations applicable to the CEO or the Services.

2. **ID CODES, PASSWORDS, SECURE DEVICES, AND PINs.**

(a) You will be able to manage and control who in your company has access to the CEO and the Services by ID codes, passwords, PINs, and other secure devices or protocols required to use the CEO (collectively referred to as "Security Credentials"). It is your responsibility to ensure that the Security Credentials are known to, and used only by, persons who have been properly authorized by you to access the CEO and use the Services through the CEO.

(b) Unless you request self-administration of your access to the CEO, Bank will give each User an ID code and a password to be used when the User first enters the CEO. Bank will also assign a company ID code to you for use each time a User enters the CEO. Although your company ID code and the ID codes for each User will remain the same for each entry into the CEO, the password Bank assigns to each User must be changed to a new password the User selects when the User first enters the CEO. Bank will not know the new passwords or any subsequent passwords selected by the Users, or company administrators (if applicable).

(c) If you request self-administration of your access to the CEO, Bank will assign you a company ID code and will provide Security Credentials to company administrators, whom you have designated to access the Services for you through the CEO. The company administrators will have access to any Services you receive through the CEO. Your company administrator will be able to directly issue Security Credentials to other Users and allow other Users to access the CEO on your behalf. Company administrators may also remove a User's access and disable a User's Security Credentials.

(d) **FAILURE TO PROTECT THE SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO (1) USE THE SERVICES, (2) CHANGE, VERIFY, OR SEND DATA, (3) SEND INFORMATION TO, OR RECEIVE INFORMATION FROM, BANK AND THE AFFILIATES, OR (4) ACCESS YOUR ELECTRONIC COMMUNICATIONS AND FINANCIAL DATA. ALL ENTRIES INTO THE CEO, ALL COMMUNICATIONS SENT, AND ALL USES OF THE SERVICES, THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE ENTRIES, COMMUNICATIONS, AND USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS, UNLESS SUCH UNAUTHORIZED USE IS DUE TO THE ESTABLISHED NEGLIGENCE OR WILLFUL MISCONDUCT OF WELLS FARGO, ITS AFFILIATES OR ITS EMPLOYEES.** You acknowledge the importance of developing internal procedures to limit such risk, which procedures will include, at a minimum, (i) if you are not using self-administration, notifying Bank immediately when any new person becomes a User or when any existing User stops being a User, (ii) if you are using self-administration, disabling access to the CEO immediately for each person that is no longer authorized by you to access the CEO and (iii) keeping secure and protecting the confidentiality of your Security Credentials.

(e) You agree to notify Bank immediately when you become aware of any loss or theft of, or any unauthorized use of, any Security Credentials.

3. **FINANCIAL INFORMATION.** Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to Bank (collectively, "Financial Information") will be available at the CEO. The posting of any Financial Information or any other information or data at the CEO will not be a recommendation by Bank or any Affiliate that any particular Service or transaction is suitable or appropriate for you or that you should receive or in any way use any Service. Neither Bank nor any Affiliate guarantees the accuracy, completeness, timeliness or correct sequencing of any Financial Information, nor are they in any way responsible for the actions or omissions of the third parties developing or transmitting Financial Information, or for any decision made or action taken by you in reliance upon any Financial Information.

4. **USE OF CERTAIN SOFTWARE TO ACCESS THE CEO.** In using the CEO you will be sending or receiving financial and other information directly to or from Bank and the Affiliates through the Internet. You acknowledge that when the Internet, or any other electronic communications facilities, is used to transmit or receive information the information may be accessed by unauthorized third parties. To reduce the likelihood of such third party access, you agree to transmit and receive information through the CEO using only software, including, but not limited to, browser software, or other access devices that support the Secure Socket Layer (SSL) protocol (or other protocols required by or acceptable to Bank), and to follow the Bank procedures that support such protocols.

5. **DISCLAIMERS.** Neither Bank nor any Affiliate will be your advisor or fiduciary with respect to this Agreement. **NEITHER BANK NOR ANY AFFILIATE MAKES ANY EXPRESS OR IMPLIED WARRANTY AS TO THE AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CEO, THE FINANCIAL INFORMATION, OR THE SERVICES, AND NEITHER BANK NOR ANY OF THE AFFILIATES MAKES ANY OTHER WARRANTY, PROMISE, COMMITMENT, GUARANTEE, OR REPRESENTATION WITH RESPECT TO THE CEO, THE FINANCIAL INFORMATION, OR THE SERVICES, EXCEPT THOSE WARRANTIES, PROMISES, COMMITMENTS, GUARANTEES, OR REPRESENTATIONS SPECIFICALLY STATED IN THE SERVICE FORMS.** If a Service cannot be used through the CEO, Bank will make reasonable efforts for such Service to be used by other means.

6. **LIMITATION OF LIABILITY.** Neither Bank nor any Affiliate will be liable to you for any direct damages or losses suffered or incurred by you in connection with the CEO, any of the Services, any Financial Information, any other information you receive through the CEO, or any failure to provide, or delay in providing, access to the CEO, any Service, or any Financial Information, except to the extent such damages or losses arise directly from the established negligence or willful misconduct of Bank or an Affiliate. Notwithstanding any provision of this Agreement or any Service Form to the contrary, **IN NO EVENT WILL BANK OR ANY AFFILIATE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OR LOSSES WHETHER ANY CLAIM FOR SUCH DAMAGES OR LOSSES IS BASED ON TORT OR CONTRACT OR WHETHER BANK OR ANY AFFILIATE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCE.**

7. **RESTRICTING OR TERMINATING ACCESS TO THE CEO.** Bank may terminate this Agreement or your (including your Users) access to the CEO by providing you with thirty days prior written notice. However, Services may be terminated earlier, in accordance with the Service Forms. In the event you or your User(s) have violated any provision of this Agreement or a Service Form, Bank may terminate your, or a User's, access to the CEO, or an applicable Service, upon immediate notice. Neither Bank nor any Affiliate shall have liability to you or any User for any losses or damages you may suffer or incur as a result of (i) any termination of this Agreement or (ii) inability to access the CEO or applicable Service.

8. **WAIVERS.** Neither Bank nor any Affiliate shall be deemed to have waived any of its rights under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of Bank or such Affiliate. No delay, extension of time, compromise, or other indulgence which may occur or be granted from time to time by Bank or any Affiliate under this Agreement shall impair the rights of Bank or any Affiliate under this Agreement.

9. **AMENDMENTS.** Bank may amend this Agreement at any time upon written notice to you. You will be deemed to have accepted such amendment if any of your Users access the CEO or use any Service through the CEO more than 30 calendar days after you receive notice of such amendment.

10. **ASSIGNMENT.** You may not assign or transfer your rights or obligations under this Agreement, whether by operation of law, asset purchase, merger or other corporate reorganization, or any other method, without Bank's prior written consent.

11. **GOVERNING LAW.** Your rights and obligations and the rights and obligations of Bank and the Affiliates under this Agreement will be governed by and subject to the laws of the State of California, excluding any applicable conflict of laws provisions.

12. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid, or unenforceable, the validity or enforceability of the remaining provisions will in no way be affected or impaired thereby.

13. **ENTIRE AGREEMENT.** This Agreement and the Terms of Use for the CEO set forth the exclusive and entire agreement between Bank, the Affiliates and you with respect to your use of the CEO. Any prior agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to your use of the CEO, which conflict with the provisions in this Agreement are superseded by this Agreement.

This Agreement is signed below by your duly authorized officer or officers on the date stated below.

Date: _____

_____ [Company Name]

Company Address: (please print below)

By: _____

Print Name _____

Title: _____



RSA SecurID® token request form

Please complete this form to manage RSA SecurID tokens for your company and users.

1. Company Administrator information

RSA SecurID tokens are mailed to Company Administrators. Please provide a physical mailing address; tokens cannot be shipped to post office boxes.

Company Administrator		Country Code (if applicable)	
		Area Code/City Code	
		Phone Number	
Company Name		CEO® Company ID	
Street Address		City	
		State/Province/Region	
		Country Name	
		Postal Code	

2. User information

Please complete the information below by selecting from the following token maintenance options:

For new users:

- *New Token*: To order a token for the first time for a user.
- *Assign Token*: To assign a token to a new user from the supply of tokens accumulated in your Company Token Pool.

For users who have a token today (to request changes for existing users)

- *Replace Token*: To order a replacement token for an existing user if there are no tokens available in the Company Token Pool.
- *Assign Token*: To assign a token to a new user from the supply of tokens available in your Company Token Pool.
- *Unassign Token*: To remove a token from a user and return the token to your Company Token Pool for reassignment. Please begin collecting and securely retaining unassigned tokens instead of discarding them.
- *Delete Token*: To delete a token completely. This option will remove the token from a user and your Company Token Pool. Once a token is deleted, it can no longer be reused and should be discarded. Follow your local e-waste disposal regulations to dispose of old tokens.

User's Name		
User ID		
New User	<input type="checkbox"/> New Token	<input type="checkbox"/> Assign Token
		Token Serial #:
Existing User	<input type="checkbox"/> Replace Token	<input type="checkbox"/> Assign Token
	<small><i>This option should only be selected if there are no appropriate options on the right. Do not make selections in both the left and right columns.</i></small>	<input type="checkbox"/> Unassign Token
		<input type="checkbox"/> Delete Token
		Token Serial #:



RSA SecurID® token request form

User's Name		
User ID		
New User	<input type="checkbox"/> New Token	<input type="checkbox"/> Assign Token Token Serial #:
Existing User	<input type="checkbox"/> Replace Token <small><i>This option should only be selected if there are no appropriate options on the right. Do not make selections in both the left and right columns.</i></small>	<input type="checkbox"/> Assign Token <input type="checkbox"/> Unassign Token <input type="checkbox"/> Delete Token Token Serial #:

User's Name		
User ID		
New User	<input type="checkbox"/> New Token	<input type="checkbox"/> Assign Token Token Serial #:
Existing User	<input type="checkbox"/> Replace Token <small><i>This option should only be selected if there are no appropriate options on the right. Do not make selections in both the left and right columns.</i></small>	<input type="checkbox"/> Assign Token <input type="checkbox"/> Unassign Token <input type="checkbox"/> Delete Token Token Serial #:

3. Company Administrator and/or Authorized Company Representative

The person signing this form on the Company's behalf is authorized to do so by agreement or other legally sufficient action by the company, or is listed as a Company Administrator on the *Commercial Electronic Office*® (CEO®) portal, or is an Authorized Signer on the Company's account.

_____		_____	
Name		Signature	
_____		_____	
Functional Job Title	Phone	Date (click above to select)	

4. Wells Fargo Approval (Relationship Manager, Banker, or Sales Representative)

By signing this document, you are approving and acknowledging this individual is authorized to make these changes on behalf of this company.

_____		_____	
Name		Signature	
_____		_____	
Functional Job Title	Phone	Date (click above to select)	



2016-2017 TRAVEL OREGON MATCHING GRANTS PROGRAM FUNDING OVERVIEW & CONTRACT

PROJECT OVERVIEW

Organization: **CITY OF ST. HELENS**

Project Title: **ST. HELENS WAYFINDING MASTER PLAN**

Awarded Funds: **\$40,000**

FUNDS DISBURSEMENT

- **First Installment:** 50% of total grant award will be sent to grant recipient within 30 days of receipt of the fully executed contract
- **Draw Down:** Up to 30% of remaining funds, used for hard-costs related to the project and clearly identified in the grant budget, may be eligible for withdrawal at any time during the grant cycle. You must submit an invoice along with documentation of expenses incurred to Travel Oregon for reimbursement. **All invoices should be sent to Accounting@TravelOregon.com.**
- **Final Installment:** Balance of total grant award amounts will be sent to grant recipient within 30 days of project completion and acceptance by Travel Oregon. Project must be completed by September 29, 2017, unless special arrangements have been made with Travel Oregon.

**See page 3, Section 7.a. of your contract for more information*

PROJECT PROOF & USING THE TRAVEL OREGON LOGO

- Projects that include any creative development (printed collateral, video production, website development, etc.) must be proofed by Travel Oregon **prior to completion**.
- Grant recipient shall visibly display that the project is being funded or partially funded by Travel Oregon on the finished product. Including the statement "This project was made possible in part by a grant from Travel Oregon" will meet this requirement. [Access the guidelines for using the Travel Oregon logo.](#)

**See page 4, Section 8.b. of your contract for more information*

REPORTS

- **Mid-Project:** Due by March 15, 2017
- **Grant Accomplishment & Final Budget:** Due by September 29, 2017
- **Year-After Final Measurement of Success:** Due by September 28, 2018

**See page 3, Section 5 of your contract for more information*

MODIFICATIONS & AMENDMENTS

You are required to keep an ongoing, updated scope of work, timeline and budget throughout the lifecycle of this grant.

- If your scope of work or timeline changes from the original scope included in your contract (Exhibit A), you will need to complete the *Modification Report* in your [WizeHive](#) grant management portal.
- If your budget changes more than \$100 from the original budget included in your contract (Exhibit B), you will need to upload an updated version into the *Modification Report* in your [WizeHive](#) grant management portal.

**See page 3, Section 6 of your contract for more information*

**OREGON TOURISM COMMISSION
2016-2017 TRAVEL OREGON MATCHING GRANT CONTRACT
CITYOFSTHELENS2016-110**

This Contract is entered into between the **Oregon Tourism Commission**, doing business as Travel Oregon, and hereafter for the purpose of this document referred to as **OTC**, and **City of St. Helens** hereafter for the purpose of this document referred to as the **Recipient**. In consideration of the promises, covenants and obligations of the parties set forth herein, OTC and Recipient hereby agree as follows:

- 1. Effective Date and Duration; Renewal.** This Contract shall become effective when signed by every party hereto. Recipient shall complete the Project on or before September 30, 2017 (“Project Completion Date”). Unless terminated or extended, this contract shall expire on the earlier of the date that OTC accepts Recipient’s completed performance or on **September 29, 2017** (“Availability Termination Date”). Neither contract expiration nor termination shall extinguish or prejudice OTC’s right to enforce this contract with respect to any breach of a Recipient warranty or any default or defect in Recipient performance that has not been cured.
- 2. Project.** The Grant Project title is “St. Helens Wayfinding Master Plan.” The Project is to create a city-wide brand that will highlight local assets for visitors and to create a wayfinding master plan, as more fully described in Exhibit A. Recipient agrees to perform the Project in accordance with the terms and conditions of this Contract.
- 3. Grant Funds; Matching Funds.**
 - a. Grant Funds.** In accordance with the terms and conditions of this Contract, OTC shall provide Recipient with a maximum not-to-exceed amount of **\$40,000** (the “Grant Amount”) from the Settlement Funds to support and assist Recipient’s implementation of the Project. The Grant Funds will be disbursed according to the schedule and procedures provided in Section 7. The Grant Funds shall be used only for the Project and in accordance with the approved Project Budget, which is attached hereto as Exhibit B. Any proposed changes to the approved Project Budget attached hereto as Exhibit B in excess of \$100 must be approved by OTC in writing prior to any expenditure based on the amended budget. Budget amendments without prior written approval from OTC may result in forfeiture of funding.
 - b. Matching Funds.** Recipient shall provide matching funds for the Project totaling an amount equal to or greater than the Grant Funds. Up to one-half of the Matching Funds may be in-kind services, including without limitation.
- 4. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence: this Contract less all exhibits, attached Exhibit A (the Application and Timeline), Exhibit B (Project Budget), Exhibit C (Forms), if necessary.
- 5. Recipient’s Reports.** Recipient shall provide to OTC a Mid-Project report due to OTC by **March 15, 2017** and a project Accomplishment Report due to OTC by **September 29, 2017**. Each report shall be

submitted through OTC's grant management program, WizeHive and shall include project expenses to date. In addition, the Final Measurement of Success is due by **September 28, 2018**. Recipient acknowledges and agrees that Recipient may be ineligible for funds from OTC grant sources including the Travel Oregon Matching Grant Program, Rural Tourism Studio Grant Program and Travel Oregon Matching Grant Program if Recipient fails to provide the Final Measurement of Success Report to OTC by September 28, 2018.

6. Amendments. When necessary, amendments to this grant contract may be made by mutual agreement of the Recipient and OTC, such that:

- i. Items subject to amendment may include, but are not limited to, substantial alteration of cost, scope, location, objectives, or timelines of the approved activities or project funded by the grant; and
- ii. Failure by Recipient to gain prior approval from OTC for any substantial changes or budget changes over \$100 in a line item may be a cause for Recipient to return all grant funds immediately.

Recipient's grant amendment is not considered approved until OTC has given written notice to Recipient.

7. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. Subject to Section 6.ii, OTC shall disburse the Grant funds as follows:

- i. OTC will disburse to Recipient 50% of the Grant Funds to Recipient within 30 days of the Effective Date, the date this contract has been signed by both parties.
- ii. Recipient may request up to 30% of the remaining grant funds at any point during the grant lifecycle for reimbursement of hard costs that are specifically outlined in the project budget, Exhibit B. OTC will disperse funds within 30 days of receipt and approval of Recipient's request; Recipient must send request for these funds by way of invoice emailed to Accounting@TravelOregon.com.
- iii. Upon receipt and approval by OTC of the Recipient's Grant Accomplishment Report due by September 29, 2017, OTC will reimburse Recipient for the final balance of the Grant Funds remaining.
- iv. No disbursement will be made by OTC after the Availability Termination Date.

b. Conditions Precedent to Disbursement. OTC's obligation to disburse Grant Funds to Recipient under this Contract is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OTC has received sufficient expenditure authorizations to allow OTC, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Recipient has not committed any material breach or default as described in Section 13.b.v, and

iii. Recipient's representations and warranties set forth in Recipient's application for the Grant Funds, in reports and invoices submitted to OTC, and in Section 8 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. **Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Contract that are expended in violation or contravention of one or more of the provisions of this Contract ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Contract or the Availability Termination Date ("Unexpended Funds") must be returned to OTC. Recipient shall return all Misexpended Funds to OTC promptly after OTC's written demand and no later than 15 days after OTC's written demand. Recipient shall return all Unexpended Funds to OTC within ten days after the earlier of termination of this Contract or the Availability Termination Date.

8. Representations and Warranties:

a. **Recipient's Representations and Warranties.** Recipient represents and warrants to OTC that (1) Recipient has the power and authority to enter into and perform this Contract, (2) the person signing on behalf of Recipient is duly authorized to execute this Contract on behalf of Recipient, (3) this Contract, when executed and delivered, shall be a valid and binding obligation of Recipient enforceable in accordance with its terms, (4) the Project shall be performed in a good and competent manner and in accordance with the highest professional standards, (5) Recipient shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Project.

b. **Public Communications.** Recipient represents and warrants to OTC that it shall use branded organizational, regional or state style guides and include in all publicity, visual or oral, for the Project and the results of the Project, including publications, websites, advertisements and other significantly visible project activities, the statement, "**This Project was made possible in part by a grant from Travel Oregon,**" and shall use OTC's logo in all visual publicity. OTC's logo usage guidelines may be obtained at: <http://industry.traveloregon.com/content/uploads/2016/08/Using-TO-Logo-on-Grant-Projects1.pdf>. Recipient may request OTC to furnish camera-ready artwork for this purpose.

Recipient acknowledges and agrees that it must consult with OTC to determine how best to include the above information in the Project.

c. **Warranties cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

9. Responsibility for Taxes and Withholding.

The parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an "officer", "employee", or "agent" of OTC, as those terms are used in ORS 30.265 or otherwise.

Recipient shall be responsible for all federal or state taxes applicable to compensation or payments paid to Recipient under this Contract and, unless Recipient is subject to backup withholding, OTC will not withhold from such compensation or payments any amount(s) to cover Recipient's federal or state tax obligations. OTC will issue an IRS Form 1099 to Recipient if the Grant Amount is equal to or greater than \$600.

10. No Third Party Beneficiaries. OTC and Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

11. Funds Available and Authorized Payments. Recipient shall not be compensated for work performed under this Contract by any other agency. OTC has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within OTC's biennial budget established.

12. Indemnity.

a. General Indemnity: Recipient shall defend, save, hold harmless, and indemnify the Oregon Tourism Commission, and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the negligent acts or omissions, or the intentional misconduct of Recipient or its officers, employees, or agents under this Contract.

b. Indemnity for Infringement Claims: Without limiting the generality of section 12.a, Recipient expressly agrees to defend, indemnify, and hold OTC, the State of Oregon, and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorney fees, and damages arising out of or related to any claims that the Work, the Work Product or any other tangible or intangible items delivered to OTC by Recipient that may be the subject of protection under any State or Federal intellectual property law or doctrine, or the OTC's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that State shall provide Recipient with prompt written notice of any infringement claim.

c. Control of Defense and Settlement: Recipient shall have control of the defense and settlement of any claim that is subject to sections 12.a or 12.b; however, neither Recipient nor any attorney engaged by Recipient shall defend the claim as OTC, nor purport to act as legal representative of OTC without first receiving from OTC, in a form and manner determined appropriate by the Commission or its representatives, authority to act as legal counsel for OTC, nor shall Recipient settle any claim on behalf of OTC without the approval of the Commission or representative.

13. Termination.

a. Parties' Right to Terminate by Mutual Agreement: This Contract may be terminated at any time by mutual written consent of the parties.

b. OTC's Right to Terminate for Cause: OTC may terminate this Contract, in whole or in part, immediately upon notice to Recipient, or at such later date as OTC may establish in such notice, upon the occurrence of any of the following events:

- i.** OTC fails to receive revenues or funding, or fails to establish expenditure authority, at levels sufficient to pay for Recipient's Project;
- ii.** Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Contract is prohibited or OTC is prohibited from paying for such Project from the planned funding source;
- iii.** Recipient no longer holds any license or certificate that is required to perform the Project, or a change in Recipient's staff impedes the ability of Recipient to meet its obligations under this Contract;
- iv.** Recipient admits in writing its inability, or is generally unable, to pay its debts as they become due, is adjudicated as bankrupt or insolvent, commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or a proceeding or case is commenced, without the application or consent of Grant Recipient seeking the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Grant Recipient; or.
- v.** Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Project under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Project as to endanger Recipient's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of OTC's notice, or such longer period of cure as OTC may specify in such notice.

c. Recipient's Right to Terminate for Cause: Recipient may terminate contract upon 30 days' notice to OTC if OTC fails to pay Recipient pursuant to the terms of this Contract and OTC fails to cure within 60 business days after receipt of Recipient's notice, or such longer period of cure as Recipient may specify in such notice.

14. Remedies. In the event of termination pursuant to Sections 13.a, 13.b.i or 13.b.ii, Recipient's sole remedy shall be a claim for the sum designated for accomplishing the Project multiplied by the percentage of Project completed and accepted by OTC, less previous amounts paid and any claim(s) which OTC has against Recipient. If previous amounts paid to Recipient exceed the amount due to Recipient under this subsection, Recipient shall pay any excess to OTC upon demand. In the event of termination pursuant to Section 13.b.iii, 13.b.iv or 13.b.v, OTC shall have any remedy available to it in law or equity. If it is determined for any reason that Recipient was not in default under Section 13.b.iii, 13.b.iv or 13.b.v, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 13.a., as set forth above.

- 15. Recipient's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Recipient shall immediately cease all activities under this Contract, unless OTC expressly directs otherwise in such notice of termination. Upon termination of this Contract, Recipient shall not use OTC funds on the Project, nor shall Recipient use the OTC logo, tagline or provide any other attribution for the Project to OTC in any publicity or other communication about the Project.
- 16. Records Maintenance; Access.** Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any and all other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. Recipient acknowledges and agrees that OTC, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives shall have access to all such fiscal records and other books, documents, papers, plans and writings of Recipient that are pertinent to this Contract in any way to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 17. Compliance with Applicable Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Project under this Contract. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 18. Force Majeure.** Neither OTC nor Recipient shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of OTC or Recipient, respectively. Recipient shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 19. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 5, 7, 10, 11, 12, 13, 15, 18, 22, 23 and 24.
- 20. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid to Recipient or Department at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been

received by the recipient's email system. Any communication or notice given by personal delivery shall be effective when actually delivered.

If to OTC: Oregon Tourism Commission
Attn: Travel Oregon Grants Program
319 SW Washington Street, Suite 700
Portland, OR 97204

Grants@TravelOregon.com
503-967-1560

If to Recipient: City of St. Helens
Attn: Jennifer Dimsho
PO Box 278
St. Helens, OR 97051

jdimsho@ci.st-helens.or.us
503-366-8207

21. Severability. The parties agree that if any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid.

22. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

23. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OTC (and/or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether 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. RECIPIENT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAL JURISDICTION OF SAID COURT.

24. No Personal Liability of Public Officers. The Oregon Tourism Commission is the sole public party to this Contract, and Recipient understands and agrees that no individual state officer, employee or

agent shall have any liability, in either their official or personal capacities, under or with respect to this Contract.

25. Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OTC to enforce any provision of this Contract shall not constitute a waiver by OTC of that or any other provision.

CITYOFSTHELENS2016-110

RECIPIENT, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

RECIPIENT

OREGON TOURISM COMMISSION

(Signature)

(Signature)

By: _____
(Print Name)

By: **Jeff Hampton** _____
(Print Name)

Title: _____

Title: **VP, Operations** _____

Date: _____

Date: _____



User: jdimsho@ci.st-helens.or.us

Please read the Grant Guidelines document before starting work on this Grant Application. (Note: You will be able to save your work on this application and return later to complete if needed. You will be able to submit up to 2 paragraphs on the narrative questions with a maximum of 300 words per answer.)

[Travel Oregon Matching Grants Guidelines](#)

[Oregon Wine Country Plates Matching Grants Guidelines](#)

Date	06/27/2016
Project Title	St. Helens Wayfinding Master Plan
Grant Amount Requested	40000
Grant Amount Funded	40000
Grant Program Applying For	Travel Oregon Matching Grant

YOUR ORGANIZATION

Name of Organization	City of St. Helens
Federal Tax ID Number	936002248
Executive Director	John Walsh, City Administrator
Grant Contact	Jennifer Dimsho
Email	jdimsho@ci.st-helens.or.us
Phone	5033668207

Mailing Address	P.O. Box 278
City	St. Helens
State	Oregon

Physical Address	265 Strand Street
City	St. Helens
State	Oregon

Website	http://www.ci.st-helens.or.us/
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Choose ONE region for your grant project

Greater Portland

Oregon's Regional Map



YOUR DMO & RDMO

You are required to submit your DMO's and RDMO's feedback on your project. Upload their completed DMO/RDMO Project Feedback Forms here.

Note: These were also submitted with your Grant Project Idea Worksheet.

DMO Project FeedbackForm

StHelens_DMO-RDMO Form_GN_final.pdf

RDMO Project Feedback Form

StHelens_DMO-RDMO Form_GN_final.pdf

NARRATIVE QUESTIONS

The grant reviewers will respond to your grant application more favorably if you respond to the following questions in a clear, concise narrative and only include information that is relevant to the grant project. **Your answers will be limited to no more than 2 paragraphs (or a maximum of 300 words) per question response.**

We encourage you to enlist a proofreader before submitting your application. If you have questions on the information required, please refer to the Grants Guidelines or contact Kendra Perry at Travel Oregon, Grants@TravelOregon.com, 503.967.1561.

1. PROJECT NARRATIVE:

- a. Briefly describe the project for which funding is requested. If your grant project is approved, this description will be used in your grant project, so be as specific as possible when describing the elements of your grant project.

(Example: Online advertising in Northern California to promote winter travel to Ashland; Produce maps and market four Eastern Oregon culinary experiences.)

The St. Helens Wayfinding Master Plan project will create a plan and design for a unified, comprehensive branding strategy and wayfinding system. The Wayfinding Master Plan will include recommendations for branding, sign design, location, cost estimates, and implementation strategies. The planning process for the Master Plan will include input from stakeholder organizations, residents, and City staff to ensure our unique cultural, recreational, and environmental assets are represented.

- b. What are the primary goals and objectives of the project?

The primary goals of this project are to 1.) Create a brand for St. Helens that captures the unique assets offered to visitors and 2.) Use the brand to create a Wayfinding Master Plan.

St. Helens has multiple organizations involved in local economic development, including but not limited to, the South Columbia County Chamber of Commerce (SCCC), the St. Helens Economic Development Corporation (SHEDCO), Merchants Association and Community Foundation. Establishing a unified brand will improve the brand messaging and marketing throughout the region. The brand will also help the community unite under a common identity. The Wayfinding Master Plan will include suggested key locations for signage to guide visitors and residents as well as suggested sign content, design, cost estimates and implementation strategies. Once developed, the Wayfinding Master Plan will be reviewed and adopted by the St. Helens City Council.

The planning process for the Wayfinding Master Plan will include the creation of an Advisory Committee composed of tourism and economic development stakeholders, residents, and City staff. It will also include a community open house to gather input from business

owners and the general public regarding brand development and signage.

c. What is your long term plan for this project?

(Example: How will you fund future brochure reprints; maintain signs that become damaged; keep a website updated with current information, etc.?)

The Wayfinding Master Plan will include a section with cost estimates and recommended implementation strategies. City staff is committed to implementing the plan as resources become available. The need for wayfinding and signage is apparent to the local business community and economic development partners. Once the Master Plan is adopted, the community will work together in obtaining the necessary resources to implement the plan.

The City of St. Helens maintains a Visitor and Tourism Fund which is used to attract tourists, support public art and cultural activities, construct facilities and provide the marketing and promotion of community events. These activities are funded through the Transient Room Fee, also known as the hotel/motel tax. The City is committed to leveraging these funds in order to implement the signage recommendations from the adopted Wayfinding Master Plan.

d. Describe the need for the project.

The need for a unified wayfinding signage program and brand to market the St. Helens commercial districts has been identified in numerous adopted plans, including the Corridor Master Plan which was funded with the 2013/2014 ODOT/DLCD Transportation and Growth Management Grant Program. This project will also be a step towards implementing signage recommendations from the Tourism Plan (2007) created by Travel Oregon, Rural Development Initiatives, the SCCC, and the City. All of these plans identify the lack of signage from the entrance to St. Helens on Highway 30 through our downtown and to the historic riverfront district. With our historic downtown over a mile from Highway 30, visitors and even long time residents often miss this unique district, resulting in lost revenue for local, small businesses. Enhanced gateways and unified wayfinding signage will help enliven downtown St. Helens, increasing foot traffic to these struggling businesses.

In addition to aligning with adopted planning documents, the City is in the process of redeveloping former industrial property along the waterfront, adjacent to the historic downtown. The Waterfront Redevelopment Project is the largest economic development opportunity for the City. Project goals include increased public access to river (non-motorized and motorized) and enhanced open space for recreation and events which will draw in residents, employers, and visitors to the area. Mixed use development including riverview homes, retail, and marina services are also anticipated. Through initial Waterfront Redevelopment Project transportation planning studies, the need for a brand and wayfinding signage that leads residents and visitors from Highway 30 to the new development along the river was identified as a necessary step in

order for the redevelopment project to be successful.

2. ORGANIZATIONAL NARRATIVE:

- a. Describe your organizational structure, (board, staff, members, key volunteers) including a summary of its background, objectives and experiences in the area for which funds are sought.

(Note: You will upload your board list at the end of this application; please do not type it out here.)

The City of St. Helens has a Mayor and a four-person City Council who support the City's application to the Travel Oregon Matching Grants Program. City Hall has a team of dedicated staff to support the wayfinding planning process, including City Administrator John Walsh, City Planner Jacob Graichen, Assistant Planner Jennifer Dimsho, Main Street Coordinator Anya Moucha, Public Works Engineering Director Sue Nelson, and Public Works Operations Director Neal Sheppard. This team is prepared to sit on the Wayfinding Master Plan Advisory Committee, which will meet throughout the planning process to discuss the branding and wayfinding existing conditions, needs, and potential solutions. Collectively, the team has over 55 years of local experience in the management of federal and non-federal grant programs. In addition the team brings insight into federal, state, and local law and policy, land use and transportation regulations, and engineering and feasibility knowledge regarding street right-of-way, water, and sewer and storm drainage systems.

3. PROJECT MANAGEMENT:

- a. Who will be the project manager?

John Walsh

- b. Briefly describe the industry and grant management experience of the project manager.

John Walsh will serve as the project manager throughout the Wayfinding Master Plan project. With over eighteen years of experience in community development in the public sector and ten years of experience in the private sector, John Walsh has successfully managed numerous federal and non-federal grant programs throughout his career. He also plays a crucial leadership role in the St. Helens Waterfront Redevelopment Project, which has included the management of over \$825,000 private, state, and federal grant programs in the last three years alone. He will be responsible for grant reporting and ensuring project success. Jennifer Dimsho, Assistant Planner, will also be supporting the project as needed by ensuring grant reporting and budget requirements are met.

NARRATIVE QUESTIONS

The grant reviewers will respond to your grant application more favorably if you respond to the following questions in a clear, concise narrative and only include information that is relevant to the grant project. **Your answers will be limited to no more than 2 paragraphs (or a maximum of 300 words) per question.** We encourage you to enlist a proofreader before submitting your application. If you have questions on the information required, please refer to the Grants Guidelines or contact Kendra Perry at Travel Oregon, Grants@TravelOregon.com, 503.967.1561.

4. LONG TERM BENEFITS:

- a. Describe how this project complements and is consistent with your community's current strategic/marketing plan.

(For more information, see Section I. B. of the Grant Guidelines.)

The South Columbia County Tourism Plan (2007) created by Travel Oregon, Rural Development Initiatives, the SCCC, and the City established four goals with strategies that are consistent with the Wayfinding Master Plan project. The four relevant goals are as follows:

- 1.) "Create better connectivity with the Columbia River, one of the region's most valuable assets." Implementing a wayfinding system will help visitors and residents navigate to the Columbia River from Highway 30.
- 2.) "Increase the visibility of what South Columbia County has to offer in the state, region, and country and cross-promote with partners in the region. Develop marketing strategies to highlight our robust downtown centers, inter-connected trail system, local events, and our natural and cultural history." Brand development will define our unique offerings for visitors in the state, region, and country and will suggest a marketing strategy that incorporates the city's unique events, recreation opportunities, and nationally registered historic district.
- 3.) "Create vibrant, robust downtown centers in the region that boast green businesses featuring local talents and products." Relevant strategies to creating a robust downtown include enhancing walkability with directional and informative signage, utilizing a consistent theme through branded wayfinding, and routing traffic from Highway 30 to our business districts. The proposed grant project will utilize these strategies.
- 4.) "Determine the theme or 'hook' that sets our region apart from the rest." The input gathered through the branding development process will help determine what sets our community apart from the rest.

The Wayfinding Master Plan and brand development will help accomplish four of the the five identified tourism goals from the 2007 Tourism Plan.

- b. Describe how this project complements and is consistent with your tourism region's strategic plan.

(For more information, see Section I. B. of the Grant Guidelines.)

The Wayfinding Master Plan and brand development complements three tourism priorities identified by our RDMO in the Project Feedback Form. First, this project will create a Wayfinding Master Plan with recommendations to help direct visitors to nature-based outdoor recreation along the St. Helens waterfront. This includes open green space and Columbia River access for non-motorized and motorized boating opportunities. Secondly, this project will include wayfinding recommendations that will better inform cyclists about available cycling amenities. Lastly, many of our locally owned restaurants are located in the historic downtown, which is over 1.5 miles from Highway 30. This project will include recommendations to help lead visitors and residents to these culinary experiences.

c. Describe how this project complements and is consistent with Travel Oregon's Matching Grant Program Initiatives (all that apply to your project).

(For more information, see Section I. A. of the Grant Guidelines.)

c.1. Maximize the economic return on public and private investments in Oregon.

Implementing a Wayfinding Master Plan and utilizing a branding strategy will help increase foot traffic along the St. Helens business districts, improving the economic viability of our local businesses. Over 50 percent of the money spent at local businesses stays within the community compared to chain retailers. The economic return of thriving locally-owned businesses is much greater than non-locally owned retailers.

Developing a consistent branding strategy will maximum the economic return on public investment by aligning local economic development projects across organizations, thus reducing redundancies and more effectively using limited resources. Furthermore, the City has made a significant investment in the acquisition and redevelopment of the City's waterfront and this Wayfinding Master Plan will assist in maximizing the public return on these investments. Wayfinding investments will improve the connectivity between Highway 30 and the redeveloped waterfront which are crucial to the project's success.

c.2. Drive year-round destination-oriented travel from Oregon's key domestic and international markets by aligning and optimizing local opportunities.

This project will align and optimize local tourism opportunities by establishing a unified brand for St. Helens, which will allow for improved messaging to domestic and international markets. Additionally, a comprehensive wayfinding system will highlight and direct visitors to outdoor recreation opportunities, historic sites, culinary experiences, and stunning views of the Columbia River, Mount St. Helens, and Mount Hood.

c.3. Develop destination-based products that are in concert with Oregon's natural environment and that support the stewardship of the state's resources.

The Wayfinding Master Plan will help visitors navigate to the natural scenic views St. Helens has to offer. These include the confluence

of the Multnomah Channel and the Columbia River and stunning views of Mount St. Helens and Mount Hood. Viewing of the natural environment inspires a sense of appreciation and respect among visitors and residents. By promoting the scenic views with the Wayfinding Master Plan, St. Helens can build supporters who value responsible stewardship of Oregon's natural resources.

c.4. Provide strategic industry professional development and training opportunities.

Through the public outreach component of the brand development and wayfinding planning process, local economic development partners within SHEDCO, the SCCC, and the Community Foundation will learn about Travel Oregon and the community services they offer organizations. In addition, the experienced tourism industry consultants selected to prepare the Wayfinding Master Plan can answer questions and clarify issues that stakeholders may have about tourism, branding, and wayfinding in St. Helens. This outreach will promote professional development among partner economic development agencies.

c.5. Realize strategic statewide integration of technology.

Brand development will not only inform the wayfinding system recommendations, but it will also enhance the ability to promote the City more effectively to potential visitors online and through social media. Online promotion requires a focused message and without a cohesive brand, it is difficult to develop an effective marketing campaign. As a small community, St. Helens has a modest, but growing, online presence. The developed brand will bolster the already existing online presence, allowing the City to use limited resources available for online promotion more effectively.

NARRATIVE QUESTIONS

The grant reviewers will respond to your grant application more favorably if you respond to the following questions in a clear, concise narrative and only include information that is relevant to the grant project. **Your answers will be limited to no more than 2 paragraphs (or a maximum of 300 words) per question.** We encourage you to enlist a proofreader before submitting your application. If you have questions on the information required, please refer to the Grants Guidelines or contact Kendra Perry at Travel Oregon, Grants@TravelOregon.com, 503.967.1561.

5. LINKS TO OTHER PROJECTS:

a. How is this project linked to tourism planning, marketing efforts or other development efforts in your area?

The Tourism Plan (2007) conducted by Travel Oregon identifies wayfinding as a recommended strategy to improve local economic development. The St. Helens Economic Development Plan (2007) also identifies the need for signage to improve the desirability of the commercial districts. Most recently, the City received a Transportation & Growth Management grant to create a Corridor

Master Plan, which was adopted in 2015. Recommendations included a key location for a gateway, informational kiosks, and locations for signage along the Highway and commercial districts leading to the historic downtown. Lastly, the director of the Oregon Main Street Program developed an evaluation with key priorities for the St. Helens Economic Development Corporation (SHEDCO). This report recommended the implementation of a wayfinding signage program, specifically to draw visitors from Highway 30 through the main street corridor. City staff, SHEDCO and the South Columbia County Chamber of Commerce have all heard directly from business owners along the downtown corridor that improved signage will help draw customers to their businesses.

6. COMMUNITY SUPPORT:

a. Demonstrate how the project has the support and involvement of the community.

As a liaison to local business owners, this project is supported by the St. Helens Economic Development Corporation (SHEDCO), the local economic development agency focused on revitalizing the main street corridor. The main street corridor includes three main areas: Houlton Business District, mid-town, and downtown, which is also known as the Riverfront District. SHEDCO has been very vocal about the need for a plan and design for a wayfinding system that brings people from the entrance of the community on Highway 30, to the Houlton Business District, and down to the Riverfront District. Many potential downtown shoppers experience the highway as all St. Helens has to offer and wayfinding would alert visitors and help them navigate to the Riverfront District downtown. SHEDCO volunteers and the South Columbia County Chamber of Commerce staff regularly communicate with businesses along the commercial corridor. During these regular visits, business owners consistently mention the need for greater vehicle and foot traffic through and to the downtown. Wayfinding will support this effort by making the drive or walk from Highway 30 more inviting and easier to navigate.

Business owners have also approached SHEDCO about utilizing collaborative marketing strategies, but the SHEDCO board recognized that the development of a cohesive brand must precede attempts to market collaboratively. Therefore, the brand development associated with this Wayfinding Master Plan would allow business owners and SHEDCO to proceed with collaborative marketing.

b. List partners, sponsors, volunteers and their contributions and/or activities.

The St. Helens Economic Development Corporation (SHEDCO), the South Columbia County Chamber of Commerce (SCCC), and the Community Foundation are the City of St. Helens' three main economic development partners. Representatives from these three agencies will be involved on the Advisory Committee for the brand development and Wayfinding Master Plan efforts. Additionally, the Oregon Department of Transportation (ODOT) has provided a letter of support, ensuring to review signage recommendations for compliance with state and federal regulations. The City anticipates business owners, residents, and other stakeholders will volunteer on

the Advisory Committee or provide input throughout the planning process. St. Helens staff will manage the grant program, facilitate hiring professional services, and participate on the Advisory Committee.

7. ECONOMIC DEVELOPMENT FOCUS:

a. In what ways does this project target tourism and economic development in your area?

Wayfinding signage and developing a cohesive branding strategy are crucial components of a vibrant downtown. Combined, these two strategies create a seamless visitor experience. A cohesive brand for St. Helens, which includes our historic, natural, and recreational assets, will help market the community to attract tourists and customers.

When tourists arrive, an effective wayfinding system will alert visitors of their arrival, guide them off Highway 30, and direct them through the downtown. Along the way, visitors will experience scenic views, historic structures, places to recreate, and charming, locally owned businesses. With wayfinding to guide them, first-time visitors will feel knowledgeable about the various destinations St. Helens has to offer and confident about navigating to them. This will lead to more money spent at local businesses and, as previously stated, the economic impacts of money spent locally are greater than money spent at chain retailers.

8. FINANCIAL NEED:

a. Demonstrate your organization's financial need.

(Note: You will upload your financials at the end of the application process.)

Over the last ten years, St. Helens has been undergoing a major industrial economic shift. Since the 1850s, the St. Helens Veneer Mill had been in continuous industrial use and was a keystone reason for the City's existence. The adjacent Boise White Paper Mill was the largest employer in the area. In 2000, both sites provided more than 900 family-wage jobs to the residents of St. Helens. Declines in paper market demand required major reductions in the workforce to the point where Veneer and Boise White Paper closed in 2008 and 2012. The most staggering results of these closures are the effects on citywide unemployment. In 2000, the unemployment rate ran parallel to that of the county, state, and national averages at 4.8%. However, by 2010, the unemployment rate had more than tripled. The current city unemployment rate of 17.8% far exceeds unemployment figures at the county and state levels, 13.4% and 10.8%, respectively, and doubles the federal level unemployment rate of 9.3%. The economic hardship resulting from the loss of 8% of the city's work force over the past 15 years created a ripple effect throughout the community. The indirect job-loss impacts were much broader, with money spent at local businesses declining, the 45-minute-commute-to-Portland population increasing (over 70% of the community commutes out of the county every day to work), and household poverty rates increasing. The percentage of households

receiving supplemental income jumped from 5.5% (2000) to 6.8% (2012), which is more than double the county, state, and U.S. rate. More than 18% of households now live below the poverty line, a jump from 11.9% (2000). All of these economic hardships have had a dramatic impact on the City's revenue streams, resulting in less resources for tourism and placemaking strategies.

- b. Would you be able to complete this grant project if fewer funds were to be awarded to you?

If funds allowed, the Wayfinding Master Plan scope would be city-wide, including the entrance to the City on both the southern and northern ends of Highway 30. These entrance points are crucial to attracting visitors through placemaking efforts. However, if less funds were awarded, the scope of the Wayfinding Master Plan could be scaled to include only the priority areas. These include the entrance to downtown on Highway 30 (the gateway) and through the main street corridor and historic Riverfront District. Brand development is a fundamental component of the Wayfinding Master Plan project at either scale.

10. MEASURING SUCCESS:

- a. How will you measure the success of this project, in the short-term and in the long-term? What information will be collected? Be as specific as possible with your measurement methods and share any outside resources or people you have consulted with to help define these measurement tools.

In the short-term, this project will accomplish our primary goals and objectives listed in Question 1.b. which are to develop a brand and create a comprehensive Wayfinding Master Plan for St. Helens. In the long-term, this project's success will be measured by the City's ability to follow the implementation strategies to fund and install the signage recommendations included in the Master Plan. The City is committed to leveraging resources with grants and other funding mechanisms in order to install the recommended wayfinding signage. Success of the brand development will be measured by studying how the unified brand has been incorporated into the varying marketing materials used by the different economic development agencies, including the South Columbia County Chamber of Commerce and the St. Helens Economic Development Corporation.

REQUIRED SUPPORTING DOCUMENTS

In order for your application to be considered COMPLETE, you will need to upload all required supporting documents. You will only be able to upload 1 file per section. Please be sure to combine all documents per section into 1 file before uploading into this application. Do not submit your application until all documents have been uploaded. If you are having trouble uploading a document or the file size is too large, please send the file via [Dropbox](#) or [Hightail](#) to Grants@TravelOregon.com at the time of completing your application.

1. Grant Project Budget: [Please use this budget template](#)

2. Grant Project Timeline: Project timeline, including all benchmark dates outlined in the Grants Guidelines and approximate grant project planning meeting dates, project benchmarks, etc.

3. Board Members: List of current board member names, addresses & affiliations

4. Financials: Board-approved "Profit & Loss" statement, "Balance Sheet" from most recently completed fiscal year and a copy of your current IRS tax-exempt determination letter. (*Do not send more than a few pages of your financials. *Cities, counties and ports may submit a "Budget Summary."*)

5. Support Letters:

- **Feedback received from both your DMO and RDMO** demonstrating that you have discussed your project idea with them; If you are a DMO or RDMO applying for this grant you are not required to submit feedback from your own organization. If your grant project involves signage of any kind, you are required to gather and submit letters from all required local, regional or state sign authorities involved demonstrating approval to place signage on their land/property during the timeframe of the grant. (*Read more in the Grant Guidelines, Section III*)
- **Letters of support** from community leaders, local tourism industry entities, or other organizations or parties involved are strongly encouraged.
- **A Matching Funds Letter** or signed statement of financial commitment for the matching funds from each contributor is required.

Grant Budget	Grant Budget.xlsx
Grant Timeline	Grant Project Timeline.pdf
Board Members	City Council Contacts.pdf
Financials	Budget Summary from ADOPTED-FY-15-16-Budget.pdf
Support Letters	Signed Letters of Support - Combined.pdf

AUTHORIZATION

We hereby certify that the facts, figures and representations made in this application, including all supporting document, are true and correct to the best of our knowledge, and this application is made with the approval of the organization's board of directors or presiding elected official of the city or county managing the project. Misrepresentation of authorization will result in dismissal of the grant application. Checking the authorization below and typing your first and last name is the equivalent to an electronic signature stating the above is true.

Authorization	General Authorization (Grant Contact) Executive Authorization (Executive Director) Chair/President Authorization (Board Chair/President)
First and Last Name	John Walsh



2016-2017 Travel Oregon Matching Grants Program ADDENDUM 1

*The Review Committee has approved this grant project on the condition that you complete this addendum in its entirety by **August 25, 2016**.*

Enter your grant number	110
Explain how the City will be partnering (more than they already do) with Travel Portland, your Regional Destination Marketing Organization, to see this plan come to fruition through marketing and promotion to visitors?	The City will be partnering with the South Columbia County Chamber of Commerce and the St. Helens Economic Development Corporation (our local mainstreet non-profit) during the outreach for the branding and wayfinding planning process.

TRAVEL OREGON MATCHING GRANTS PROGRAM 2016-2017 DMO/RDMO GRANT PROJECT FEEDBACK FORM

GRANT APPLICANT

Please complete Section A. before sending this form to both your DMO and RDMO. You will be required to submit both the completed DMO form and RDMO form with your Grant Project Idea Worksheet and Grant Application.

DMO/RDMO

You have received this form because an organization within your community and/or region will be applying for a matching grant through Travel Oregon. In an effort to ensure partnership, and collaboration, we ask that you complete this form to help the grant applicant organization move forward with submitting their Grant Project Idea Worksheet and then ultimately their grant application.

The Travel Oregon Matching Grants Program allows funds to be awarded to eligible organizations for execution of projects that contribute to the development and improvement of local economies and communities throughout Oregon by means of enhancement, expansion and promotion of the visitor industry.

Likewise, part of the Oregon Wine Country Plates revenue allows funds to be awarded to eligible tourism promotion agencies for execution of projects that contribute to the wine and culinary tourism efforts in Oregon.

SECTION A. | TO BE COMPLETED BY GRANT APPLICANT before asking DMO/RDMO to complete Section B.

Complete Section A. and send a copy to both your DMO and RDMO asking for their input on your project idea.

This form must be submitted with your Grant Project Idea Worksheet, **due MAY 23, 2016.**

ORGANIZATION APPLYING FOR GRANT	
City of St. Helens	
ORGANIZATION'S CONTACT NAME & EMAIL	
Jennifer Dimsho: jdimsho@ci.st-helens.or.us	
PROJECT TITLE	GRANT AMOUNT REQUESTING
St. Helens Wayfinding Master Plan	\$40,000.00
2-3 SENTENCE BRIEF PROJECT SUMMARY	
The purpose of this project is to create a plan and design for a comprehensive visitor wayfinding system in St. Helens. The need for a Wayfinding Master Plan and a unified signage program within our commercial districts has been identified in numerous adopted plans including the Economic Development Plan (2007), the Corridor Master Plan (2015), and our Comprehensive Plan. Further, development of a Wayfinding Master Plan is supported by City	

Council, staff, the St. Helens Economic Development Corporation (SHEDCO), whose mission is to support main street revitalization, and the South Columbia County Chamber of Commerce (SCCC) who recently applied for the Rural Tourism Studio Program. If successful, the Wayfinding Master Plan would complement the efforts of the Rural Tourism Studio.

SECTION B. | TO BE COMPLETED BY DMO/RDMO

Complete Section B. and send back to the grant applicant keeping in mind that they have a May 23 deadline to submit this form with their Grant Project Idea Worksheet to Travel Oregon. We suggest taking some time to talk through your feedback with the applicant.

This form must be submitted with grant applicant’s Grant Project Idea Worksheet, due no later than MAY 23, 2016.

I am completing this form on behalf of the:

- DMO
- RDMO
- Both DMO & RDMO

DMO/RDMO ORGANIZATION
Travel Portland and Greater Portland
YOUR NAME & TITLE
Greg Newland, Executive Vice President of Marketing & P.R.
1. Does the proposed project or concept align with current or future efforts of your DMO/RDMO?
Yes, it does. We also believe that the proposed wayfinding project aligns with Travel Oregon’s priorities by directing visitors to nature-based outdoor recreation, as well as cycling and culinary experiences.
2. Are there any concerns with the proposed project as it relates to the current or future efforts of your DMO/RDMO? If yes, please explain.
We have no concerns.
3. If the grant applicant is successful in receiving this grant, would this project or concept be an addition to the visitor product that your DMO/RDMO would be able to market?
Yes, it would.
4. Has this project or concept received funding or support from your DMO/RDMO in the past? Has it been denied support by your DMO/RDMO in the past?
In the past, this project has neither received nor been denied support from the DMO/RDMO.
5. Are there any other concerns your DMO/RDMO has with the funding and completion of the proposed project or concept?

No, we have no other concerns.

If the DMO/RDMO has any questions, please contact:

Kendra Perry, Industry & Visitor Services Coordinator, Travel Oregon

Grants@TravelOregon.com | 503.967.1561

TRAVEL OREGON MATCHING GRANTS PROGRAM 2016-2017 DMO/RDMO GRANT PROJECT FEEDBACK FORM

GRANT APPLICANT

Please complete Section A. before sending this form to both your DMO and RDMO. You will be required to submit both the completed DMO form and RDMO form with your Grant Project Idea Worksheet and Grant Application.

DMO/RDMO

You have received this form because an organization within your community and/or region will be applying for a matching grant through Travel Oregon. In an effort to ensure partnership, and collaboration, we ask that you complete this form to help the grant applicant organization move forward with submitting their Grant Project Idea Worksheet and then ultimately their grant application.

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Likewise, part of the Oregon Wine Country Plates revenue allows funds to be awarded to eligible tourism promotion agencies for execution of projects that contribute to the wine and culinary tourism efforts in Oregon.

SECTION A. | TO BE COMPLETED BY GRANT APPLICANT before asking DMO/RDMO to complete Section B.

Complete Section A. and send a copy to both your DMO and RDMO asking for their input on your project idea.

This form must be submitted with your Grant Project Idea Worksheet, **due MAY 23, 2016.**

ORGANIZATION APPLYING FOR GRANT	
City of St. Helens	
ORGANIZATION'S CONTACT NAME & EMAIL	
Jennifer Dimsho: jdimsho@ci.st-helens.or.us	
PROJECT TITLE	GRANT AMOUNT REQUESTING
St. Helens Wayfinding Master Plan	\$40,000.00
2-3 SENTENCE BRIEF PROJECT SUMMARY	
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SECTION B. | TO BE COMPLETED BY DMO/RDMO

Complete Section B. and send back to the grant applicant keeping in mind that they have a May 23 deadline to submit this form with their Grant Project Idea Worksheet to Travel Oregon. We suggest taking some time to talk through your feedback with the applicant.

This form must be submitted with grant applicant’s Grant Project Idea Worksheet, due no later than MAY 23, 2016.

I am completing this form on behalf of the:

- DMO
- RDMO
- Both DMO & RDMO

DMO/RDMO ORGANIZATION
Travel Portland and Greater Portland
YOUR NAME & TITLE
Greg Newland, Executive Vice President of Marketing & P.R.
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2. Are there any concerns with the proposed project as it relates to the current or future efforts of your DMO/RDMO? If yes, please explain.
We have no concerns.
3. If the grant applicant is successful in receiving this grant, would this project or concept be an addition to the visitor product that your DMO/RDMO would be able to market?
Yes, it would.
4. Has this project or concept received funding or support from your DMO/RDMO in the past? Has it been denied support by your DMO/RDMO in the past?
In the past, this project has neither received nor been denied support from the DMO/RDMO.
5. Are there any other concerns your DMO/RDMO has with the funding and completion of the proposed project or concept?

No, we have no other concerns.

If the DMO/RDMO has any questions, please contact:

Kendra Perry, Industry & Visitor Services Coordinator, Travel Oregon

Grants@TravelOregon.com | 503.967.1561

2016-2017 Travel Oregon Matching Grants Program

St. Helens Wayfinding Master Plan Timeline

<u>Deadline</u>	<u>Task</u>
<i>August 15, 2016</i>	Notice of Award
September 19, 2016	Signed Grant Contract Sent to Travel Oregon
<i>September 30, 2016</i>	Grant Work Can Officially Begin
October 3, 2016	Grant Award Goes Public via Press Release
<i>November 1, 2016</i>	Request for Proposals (RFP) for Professional Services Issued & Scoring Criteria Developed
<i>November 30, 2016</i>	RFP Submission Deadline
<i>December 1-15, 2016</i>	Consultant Selection by City Panel Based on RFP Scoring Criteria
<i>December 31, 2016</i>	Consultant Hired for Wayfinding Master Plan
<i>January - March 2017</i>	Wayfinding Master Plan Project Kickoff - Advisory Committee formed (Chamber, SHEDCO, Commission members, & City Staff)
<i>March 15, 2017</i>	Mid-Project Report and Budget Submitted to Travel Oregon
<i>April - July 2017</i>	Advisory Committee and Public Meetings held for Wayfinding Master Plan & City Branding Effort
<i>August 2017</i>	Draft Wayfinding Master Plan Developed and Reviewed by City Council and Advisory Committee
<i>September 2017</i>	Wayfinding Master Plan Adoption
<i>September 29, 2017</i>	Grant Accomplishment Report & Final Budget Submitted to Travel Oregon
<i>November 2017 - September 2018</i>	Begin Wayfinding Implementation by Securing Funding for Plan Recommendations
<i>September 28, 2018</i>	Year-After Measurement Report Submitted to Travel Oregon

City of St. Helens CITY COUNCIL

NAME	TERM EXPIRES	APPOINTMENTS	ADDRESS	EMAIL	PHONE
Mayor Randy Peterson	12/31/2016 <i>Elected in 2002 and re-elected in 2007, 2009, 2011, 2013, 2015</i>	<ul style="list-style-type: none"> ✓ Administration Dept ✓ Communications ✓ Tourism Committee 	<u>City</u> P.O. Box 278 St. Helens, OR 97051 <u>Home</u> 715 Maplewood Drive St. Helens, OR 97051	randyp@ci.st-helens.or.us telkarpete@yahoo.com	Cell: 503-396-6331
Position 1 Douglas Morten	12/31/2018 <i>Elected 1/1/07 and re-elected in 2011, 2015</i>	<ul style="list-style-type: none"> ✓ Public Works Dept ✓ Parks Commission ✓ Columbia County Economic Team ✓ Regional Organized Criminal Narcotics Team (Alternate) ✓ St. Helens Economic Development Corp (Alternate) 	<u>City</u> P.O. Box 278 St. Helens, OR 97051 <u>Home</u> 484 Grey Cliffs Drive St. Helens, OR 97051	dougmc@ci.st-helens.or.us dougmorten@comcast.net	Cell: 503-807-9240 Home: 503-396-5145
Position 2 Keith Locke	12/31/2016 <i>Elected in 2001 and re-elected in 2005, 2009 and 2013</i>	<ul style="list-style-type: none"> ✓ Police Dept ✓ Community Development Dept ✓ Builders Review Board ✓ Bicycle & Pedestrian Commission ✓ Regional Organized Criminal Narcotics Team ✓ Columbia Pacific Economic Development District (Alt) 	<u>City</u> P.O. Box 278 St. Helens, OR 97051 <u>Home</u> 90 Columbia Blvd. St. Helens, OR 97051	keithl@ci.st-helens.or.us keithlocke@comcast.net	Cell: 503-369-0575
Position 3 Susan Conn	12/31/2018 <i>Appointed 1/4/12 Elected in 2015</i>	<ul style="list-style-type: none"> ✓ Library Dept ✓ Arts & Cultural Commission ✓ Library Board ✓ Columbia Pacific Economic Development District ✓ St. Helens Economic Development Corp 	<u>City</u> P.O. Box 278 St. Helens, OR 97051 <u>Home</u> 334 S. 3rd Street St. Helens, OR 97051	susanc@ci.st-helens.or.us word4wordbooks@gmail.com	Cell: 503-369-6910
Position 4 Ginny Carlson	12/31/2016 <i>Elected 1/1/13</i>	<ul style="list-style-type: none"> ✓ Historic Landmarks Commission ✓ Planning Commission 	<u>City</u> P.O. Box 278 St. Helens, OR 97051 <u>Home</u> 390 N. 5th Street Apt. A St. Helens, OR 97051	ginnyc@ci.st-helens.or.us gin.mc2@gmail.com	Home: 503-438-0950

The City Council meets on the 1st and 3rd Wednesdays of each month at 1:00PM for a work session and at 7:00PM for a regular session. Public forums, public hearings and other Council meetings may be scheduled outside of these times. If you are interested in speaking to the Council, a brief period of time for each meeting is set aside for Visitor Comments/Topics from the Floor. If you need more than a few minutes to discuss your item, please contact City Administrator John Walsh at 503-366-8211 to reserve a time on a future work session agenda. To view the Council's schedule, agendas and minutes, please visit the City's website at www.ci.st-helens.or.us or call City Recorder Kathy Payne at 503-366-8217.

Fund Organization Chart

<table border="1" style="width: 100%;"> <tr> <th colspan="2" style="background-color: #c6e0b4;">Internal Service Funds Pages 121 - 138</th> </tr> <tr> <td style="text-align: right;">1,515,180</td> <td>Administration</td> </tr> <tr> <td style="text-align: right;">321,690</td> <td>Public Works</td> </tr> <tr> <td style="text-align: right;">294,750</td> <td>Fleet</td> </tr> <tr> <td style="text-align: right;"><u>2,131,620</u></td> <td></td> </tr> <tr> <td style="text-align: right;">(197,440)</td> <td>Offset - IS</td> </tr> </table>			Internal Service Funds Pages 121 - 138		1,515,180	Administration	321,690	Public Works	294,750	Fleet	<u>2,131,620</u>		(197,440)	Offset - IS
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(197,440)	Offset - IS													
267,696	187,091	1,479,393												
<table border="1" style="width: 100%;"> <tr> <th style="width: 33%; background-color: #c6e0b4;">General Fund Pages 69 - 82</th> <th style="width: 33%; background-color: #c6e0b4;">Special Rev - CIP Funds Pages 83 - 120</th> <th style="width: 33%; background-color: #c6e0b4;">Enterprise Funds Pages 139 - 154</th> </tr> <tr> <td> 81,710 City Council 351,690 Municipal Court 204,180 Planning 252,490 Building 2,581,930 Police 593,940 Library 270,250 Parks 102,140 Non-Dept. 851,800 Contingency <u>5,290,130</u> Total budget </td> <td> 95,000 Visitor & Tourism 4,578,590 Community Enhancement 6,419,800 Capital Improvement 56,830 CDBG 871,580 Streets <u>12,021,800</u> Total budget </td> <td> 3,623,860 Water Operating 5,014,580 Sewer Operating <u>8,638,440</u> Total budget </td> </tr> </table>			General Fund Pages 69 - 82	Special Rev - CIP Funds Pages 83 - 120	Enterprise Funds Pages 139 - 154	81,710 City Council 351,690 Municipal Court 204,180 Planning 252,490 Building 2,581,930 Police 593,940 Library 270,250 Parks 102,140 Non-Dept. 851,800 Contingency <u>5,290,130</u> Total budget	95,000 Visitor & Tourism 4,578,590 Community Enhancement 6,419,800 Capital Improvement 56,830 CDBG 871,580 Streets <u>12,021,800</u> Total budget	3,623,860 Water Operating 5,014,580 Sewer Operating <u>8,638,440</u> Total budget						
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Summary of Revenues and Expenditures by Fund

Fund	Resources			Uses		Resources in excess of Uses	Contingency	Unappropriated Fund Balance
	Beginning working capital	Revenues	Transfers	Expenditures	Transfers			
General Fund	1,641,828	4,262,500	56,350	4,369,440	68,890	1,522,348	851,800	670,548
Special Revenue Funds								
Visitor & Tourism	141,448	95,000	-	85,000	-	151,448	10,000	141,448
Community Enhancement	2,390,100	1,448,430	1,003,890	3,439,980	82,850	1,319,590	1,055,760	263,830
Capital Improvement	7,030,579	1,992,300	846,500	4,649,800	1,000,000	4,219,579	770,000	3,449,579
CDBG	-	56,830	-	56,830	-	-	-	-
Streets (Gas Tax)	542,919	818,650	-	766,080	5,500	589,989	100,000	489,989
Internal Service Funds								
Administrative Services	133,691	1,381,490	-	1,472,720	-	42,461	42,460	1
Public Works	-	281,690	40,000	281,690	-	40,000	40,000	-
Fleet	16,753	278,000	-	285,350	-	9,403	9,400	3
Enterprise Funds								
Water Operating	2,054,484	3,162,630	-	2,783,960	394,000	2,039,154	445,900	1,593,254
Sewer Operating	2,539,996	4,713,500	-	3,917,880	395,500	2,940,116	701,200	2,238,916
Grand Total	16,491,798	18,491,020	1,946,740	22,108,730	1,946,740	12,874,088	4,026,520	8,847,568
Total Budget			36,929,558		36,929,558			
Unappropriated fund balance			(16,491,798)		(8,847,568)			
Contingency			0		(4,026,520)			
Transfers			(1,946,740)		(1,946,740)			
Internal Services			(2,015,890)		(2,015,890)			
Net Budget			<u>16,475,130</u>		<u>20,092,840</u>			
							(3,617,710)	Draw on reserves

Summary of Revenues and Expenditures

The following table summarizes the revenues and expenditures for all City funds. The table compares fiscal years for revenue and expenditures by categories. A combination of financial data and graphs is intended to provide the reader with a broad overview of the City’s budget.

	Actual 2012-13	Actual 2013-14	Adopted 2014-15	Proposed 2015-16	Approved 2015-16	Adopted 2015-16
Where does it come from?						
<u>Resources:</u>						
Beginning working capital	11,880,273	13,249,216	14,029,896	14,829,960	16,491,798	16,491,798
Property taxes	1,502,083	1,542,416	1,535,200	1,632,300	1,632,300	1,632,300
Franchise fees	1,377,207	1,422,800	1,469,500	1,513,620	1,513,620	1,513,620
Motel/hotel	75,663	79,223	80,000	95,000	95,000	95,000
Charges for services	8,080,584	9,158,500	8,999,140	8,121,880	8,121,880	8,121,880
Licenses and permits	279,730	387,244	334,290	303,810	303,810	303,810
Fines and forfeitures	241,721	224,247	207,000	218,000	221,000	221,000
Intergovernmental	1,696,770	1,584,622	1,594,330	1,946,850	1,811,850	1,811,850
Interest earnings	66,070	73,933	66,800	68,600	68,600	68,600
Other	9,729,327	708,337	1,550,500	1,000,500	2,000,500	2,500,500
System devel. charge	165,448	364,125	180,000	254,000	254,000	254,000
Miscellaneous	207,260	218,177	253,800	264,840	260,840	260,840
Indirect cost allocation - CC	1,380,918	1,407,734	1,603,030	1,668,220	1,707,620	1,707,620
Transfers	1,694,253	1,717,370	5,160,263	1,906,310	1,946,740	1,946,740
Total current revenues	26,497,034	18,888,729	23,033,853	18,993,930	19,937,760	20,437,760
Total Resources	38,377,307	32,137,945	37,063,749	33,823,890	36,429,558	36,929,558
Where does it go?						
<u>Uses:</u>						
Personnel Services	6,371,423	6,300,650	6,717,760	7,123,660	7,246,460	7,246,460
Materials & Services	5,132,191	5,331,884	6,196,540	6,493,770	6,519,480	6,519,480
Debt Services	9,006,663	855,276	1,179,494	1,022,960	1,037,960	1,037,960
Transfers	1,694,253	1,736,370	5,160,263	1,906,310	1,946,740	1,946,740
Total Operating Requirements	22,204,530	14,224,180	19,254,057	16,546,700	16,750,640	16,750,640
Capital Outlay	2,923,563	2,222,512	9,002,250	4,241,400	6,804,830	7,304,830
Total Operating and Capital	25,128,093	16,446,692	28,256,307	20,788,100	23,555,470	24,055,470
Contingency	-	-	2,489,502	4,017,550	4,026,520	4,026,520
Ending fund balances (reserves)	13,249,214	15,691,252	6,317,940	9,018,240	8,847,568	8,847,568
Total contingencies and reserves	13,249,214	15,691,252	8,807,442	13,035,790	12,874,088	12,874,088
Total Uses	38,377,307	32,137,945	37,063,749	33,823,890	36,429,558	36,929,558



St Helens Economic Development Corporation

June 21, 2016

Jennifer Dimsho
City of St. Helens
265 Strand Street
PO Box 278
St. Helens, OR 97051

Subject: **2015/2016 Travel Oregon Matching Grants Program
St. Helens Wayfinding Master Plan**

The St. Helens Economic Development Corporation (SHEDCO) would like to acknowledge and express our support for the City of St. Helens' application to the 2015/2016 Travel Oregon Matching Grants Program.

SHEDCO's mission is to support mainstreet revitalization by creating a diversified, viable economy for the St. Helens downtown. In November 2015, the Oregon Mainstreet Coordinator conducted a program evaluation of SHEDCO and one of the key economic development strategies that was identified to help us realize our mission was a comprehensive wayfinding signage program, specifically to draw visitors from the Highway to our downtown. We consistently hear business owners within our mainstreet corridor express their desire for a unified wayfinding signage program and a consistent marketing strategy and brand for the downtown.

The need for a signage program within the St. Helens commercial districts has been identified in numerous other adopted St. Helens plans. The Corridor Master Plan (2015) identifies key locations for a gateway, informational kiosks, and signage within the mainstreet corridor and Highway 30. This project will also be a step towards implementing signage recommendations from the Tourism Plan (2007) created by Travel Oregon and Rural Development Initiatives with input from the South Columbia County Chamber of Commerce (SCCC) and the City of St. Helens.

We applaud the City's efforts to obtain this grant and hope that Travel Oregon can see the value of this project for our organization and the St. Helens region.

Sincerely,

A handwritten signature in purple ink, appearing to read 'Al Petersen', with a long horizontal flourish extending to the right.

Al Petersen, Chair

apetersen@akaandesign.com



South Columbia County Chamber of Commerce

2194 Columbia Blvd.
St. Helens, Oregon 97051
"Our Business Is Helping Business"

June 21, 2016

Jennifer Dimsho
265 Strand Street
PO Box 278
St. Helens, OR 97051

**Subject: 2015/2016 Travel Oregon Matching Grants Program
St. Helens Wayfinding Master Plan**

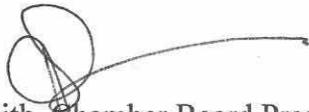
On behalf of the South Columbia County Chamber of Commerce (SCCC), I would like to express my support for the City of St. Helens' application to the 2015/2016 Travel Oregon Matching Grants Program. The mission of the SCCC is to work in partnership with our cities, counties, economic development groups and other interested entities to promote our members, advocate for issues that support economic development, livability, and community wellbeing, and to connect and educate our members through networking events and collaboration. This grant program offers an exciting opportunity for the City work towards a very necessary component of local economic development that is consistent with our mission.

It is our understanding that the grant funds will be used to plan and design a comprehensive wayfinding system for the St. Helens highway and downtown. The funds will also be used to create a unified marketing strategy to brand St. Helens by capturing the unique assets we can offer visitors. The SCCC recently applied to the Rural Tourism Studio and if we are successful in obtaining funds for this program, the City's Wayfinding Master Plan and branding project will be complementary to these efforts.

We consistently hear from business owners within our jurisdiction who express their desire for a unified wayfinding signage program and a consistent marketing brand for our region. If successful in obtaining funds, the City's project will be a much needed step towards implementing signage recommendations from the Tourism Plan (2007) created by Travel Oregon and Rural Development Initiatives with input from the SCCC and the City of St. Helens.

We applaud the City's efforts to obtain this grant and encourage Travel Oregon to see the value of this project to St. Helens.

Sincerely,


Tiffany Smith, Chamber Board President
P: (503)366-0877



Oregon

Kate Brown, Governor

Department of Transportation

Region 2 Tech Center

455 Airport Road SE Building A

Salem, Oregon 97301-5395

Telephone (503) 986-2990

Fax (503) 986-2839

June 6, 2016

Jennifer Dimsho
City of St. Helens
265 Strand Street
PO Box 278
St. Helens, OR 97051

Subject: **2015/2016 Travel Oregon Matching Grants Program
St. Helens Wayfinding Master Plan**

The Oregon Department of Transportation (ODOT) would like to acknowledge and express our support for the City of St. Helens' application to the 2015/2016 Travel Oregon Matching Grants Program.

It is our understanding that the purpose of this project is to create a plan and design for a comprehensive visitor wayfinding system in St. Helens. The scope of the project includes areas of US Highway 30, which falls under our jurisdiction and control. If the City is successful in obtaining grant funds to plan for their wayfinding system, ODOT is committed to being involved in the project by reviewing potential signing proposals for compliance with ODOT and federal regulations and standards.

Sincerely,

Angela Kargel, P.E.
ODOT Region 2 Traffic Manager

CC Tim Potter, ODOT Area 1 Manager
Mark Buffington, ODOT District 1 Manager
Dorothy Upton, ODOT Region 2 Traffic Engineer

City of St. Helens
PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Centerlogic, Inc.** (“Contractor”).

RECITALS

A. The City is in need of information technology services and Contractor is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to information technology, and Contractor accepts such engagement. The principal contact for Contractor shall be Craig Schmid, phone 503-516-7255.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on September 30, 2017. The City reserves the exclusive right to extend the contract for a period of five (5) years in one (1) year increments. Such extensions shall be automatic up to September 30, 2022. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment C.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following

approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

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

CONTRACTOR: **Centerlogic, Inc.**
Attn: Craig Schmid, President
7414 NE Hazel Dell Avenue
Vancouver, WA 98665
(503) 516-7255

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by

one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful

misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

16. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

17.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. 1864]

18. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

19. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

21. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

24.2 The City shall have the right to inspect and audit Contractor’s financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CONTRACTOR:

CITY OF ST. HELENS

Centerlogic, Inc.

Council Meeting Date: 9/21/16

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A
Scope of Work

See attached Comprehensive Monthly IT Support description.



Main: (360) 567-4950
Fax: (360) 718-5257
Email: cschmid@centerlogic.com
Web: www.centerlogic.com

OPTION 2: Comprehensive Monthly IT Support

This package is a set-monthly-fee with **UNLIMITED** qualified onsite and remote support, and includes all the services/products an IT Department should provide and be responsible for on a daily/weekly/monthly/yearly basis. What is not covered under this agreement are projects or big changes to your network. To more easily understand what is or isn't covered, we include 16 real-world examples/scenarios below.

Customer Support Team

UNLIMITED Onsite Support - If we can't solve your issue from offsite we will send someone to you to fix the problem. In addition, we will continue to schedule weekly onsite visits to maintain our visibility and relationship (see exceptions).

UNLIMITED Help Desk Support - Please contact our Help Desk via email, phone, or web portal for quick triage and resolution of issues. The Help Desk will document all problems and escalate issues to the best available person or team (see exceptions).

\$65 per hour Helpdesk & Desktop Support Rate - We discount our standard hourly rate (\$85) to \$65 for projects and out-of-scope billable activities. We honor our 18 year relationship by extending a discounted rate since 2007.

\$105 per hour Server & Advanced Network Support Rate - We discount our standard hourly rate (\$125) to \$105 for projects and out-of-scope billable activities. We honor our 18 year relationship by extending a discounted rate since 2007.

Problem Isolation and Resolution - Our advanced support tools allow us to dissect the symptoms you see (I can't print!) into more easily addressed issues (the print server needs more hard disk space).

"How To" Questions - We will publish 'how to' documentation for you and your staff. If you want to know how to set up your iPhone to connect to your email server, we'll send you instructions.

Customer Portal - Our customer portal is already available to you via a link on our website. You can create new support requests, see existing and completed requests, and view your bills.

Remote Support Framework - We have processes to ensure that your problems become our problems as quickly as possible. We will take ownership of issues until they are resolved.

Proactive Technology Management

Centralized Services

Patch Management for servers and workstations - We install **updates** to Microsoft Windows, Microsoft Office, Adobe Reader, etc.*

Server/Workstation Security Software - You will no longer be charged an annual renewal fee for your antivirus and antispymware software.

Remote Monitoring Services - We will monitor and provide reports on all servers, workstations, and network equipment (mutually agreed upon).

Server and Desktop Optimization - We will perform maintenance on servers and workstations to ensure they are working in tip top shape.

Documentation - We keep detailed documentation on configurations and changes.

Network Administration

Dedicated Network Administrator

Technology Checklist - We will ensure that your systems are installed and maintained per our standards.

Best Practices - We will ensure that our standards meet or exceed industry best practices.

Centralized Service Report Review - We will provide you with monthly and quarterly reports on the health and usage of your key systems. Need more information? Just ask and we'll do our best to provide what you wish.

Technology Consulting

Virtual Chief Information Officer (vCIO)

Technology Summary - One of our support managers are available to meet with you to review your IT plan and discuss what's coming in the next few months or years.



Main: (360) 567-4950
Fax: (360) 718-5257
Email: cschmid@centerlogic.com
Web: www.centerlogic.com

Design Services - Our senior consulting team will review all project plans and ensure that we're providing the best results for the least cost in the shortest amount of time.

Budget Planning and Business Impact of Technology Decisions - Downtime can be costly. Our support teams will work together with you to ensure that we're doing everything we can to limit your exposure to unexpected downtime.

Technology Vendor Management

Virtual Procurement Department

Contract and Bid Review and Negotiation - We will review, compare and negotiate any technology contracts and bids for copiers, Internet, phone, hosting, wiring, etc. We have saved clients hundreds, if not thousands, of dollars a year by reviewing and/or negotiating technology contracts.

Vendor Selection - We will help recommend the best vendors based on our experience and history with their products, services, customer service, support, etc. For vendors we have no experience with, we'll do our best to research and investigate them on your behalf.

Manage Long-term Relationships - We will maintain the relationships between your current technology vendors, as well as protect you from the numerous external vendors that want your business.

Warranty and Agreement Tracking - As we assist with new (and sometimes old) vendor warranties and agreements, we can help track expirations and document agreements details.

EXCLUSIONS: NOT included in the Unlimited IT Support plans are projects, new hardware and/or major changes to your systems, planned or unplanned, as they are deemed "out-of-scope" from the solutions and services described in the package. For example, when you add hardware such as servers, desktops, laptops, iPads, network devices, etc. When adding new software or major upgrades to existing key software, like Springbrook systems, those too are considered projects or out-of-scope. Performing certain security or credit card processing risk assessments, such as CJS and PCI are not included due to the amount of time, complexity and resources required to perform the required work. However, maintaining documentation and performing periodic scans to maintain compliance are included in our services. For out-of-scope items or projects, we will plan ahead, if all possible, and provide a formal, informal or verbal Time and Materials (hourly) estimate for the labor costs or we can agree upon a fixed-fee project cost.

Examples/Scenarios

1) Network and server management, administration, and maintenance including connectivity to networked printers.

Fully Covered or Additional Cost

2) Manage licensing for server related software

Fully Covered or Additional Cost

3) Purchase of Local and Cloud data backup solutions for our servers

Fully Covered or Additional Cost

4a) Disaster Recovery, i.e., develop and update a policy/procedure, in the event of catastrophic event, to secure another office location, new machines, restore data, and be back in business.

Fully Covered or Additional Cost

4b) Disaster Recovery, i.e., labor to get client back in business, as described above (4a)

Fully Covered or Additional Cost



Main: (360) 567-4950
Fax: (360) 718-5257
Email: cschmid@centerlogic.com
Web: www.centerlogic.com

4c) Disaster Recovery, i.e., after a hardware failure, the labor to install/configure the replacement hardware (even if an internal staff member can install the hardware or Centerlogic can walk someone through it.)

Fully Covered or Additional Cost

5) Monitor and install patches and updates for servers and networked computers

Fully Covered or Additional Cost

6) Install and maintain antivirus and malware protection

Fully Covered or Additional Cost

7) Help Desk support for MS Office and Windows support, including connecting laptops and smartphones Outlook, Office365, Gmail, etc. mailboxes

Fully Covered or Additional Cost

8) Remote connectivity and the ability to provide timely onsite service when necessary

Fully Covered or Additional Cost

9) Purchase and installation of new hardware, software, product, service, etc.

Fully Covered or Additional Cost

10) Perform a comprehensive risk assessment or audit for CJIS, PCI, etc.

Fully Covered or Additional Cost

11) Scenario:

Setup a *new* computer for staff use:

- Put this user/computer on the Domain
- Install remote monitoring agent
- Install antivirus
- Direct user's Outlook to get mail from Office365
- Installs Microsoft Office and client specific software

Fully Covered or Additional Cost

12) Scenario:

Re-task an existing computer for a new/different user:

- Put user on the domain (if new)
- Direct user's Outlook to get mail from Office365
- Ensure that antivirus and remote monitoring agent are still operable
- Ensure that updates are current on the re-tasked computer
- Possibly move favorites

Fully Covered or Additional Cost

13) Scenario:



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Cleanup ex-users and ex-computers from the domain:
When computers are retired or staff changes and there are server-related cleanup tasks

Fully Covered or Additional Cost

14) Scenario:

Handle user permissions for restricted shared folders on the server, for example, if a staff member needs to be granted access or restricted from access

Fully Covered or Additional Cost

15) Scenario:

Facilitate hand-off from a retiring computer to a replacement computer

- Moving favorites, mail, etc.
- Other items are the same as setting up a new computer

Fully Covered or Additional Cost or Depends

Note: If the replacement computer is new to the network, it's Additional Cost, but Fully Covered if it's migrating data to an existing computer on the network.

16) Scenario:

Troubleshoot user's computer, even if it requires an onsite visit:

- Explore and resolve issue or make repair/replacement recommendation

Fully Covered or Additional Cost

Craig Schmid
President | Centerlogic, Inc.



Mobile | (503) 516-7255
help desk | (360) 567-4949
Direct Office | (360) 567 - 4942
Main Office | (360) 567-4950
cschmid@centerlogic.com
www.centerlogic.com



ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence	\$500,000 or per contract	YES
	Annual Aggregate	\$500,000 or per contract	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
P.O. Box 278
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

ATTACHMENT C
Terms of Compensation

As per Comprehensive Full MSP Monthly Worksheet Attached.

Comprehensive Full MSP Monthly Worksheet



Client
 Month

Comprehensive FULL MSP Monthly Price \$5,287.00

Covered Qualified MSP Labor Hours	Cost Per Hour
Qualified Help Desk & Desktop MSP Hours	\$0.00
Qualified Server & Advanced Networking MSP Hours	\$0.00

Non-MSP Covered (Billable) Hours (NEW or Project)	Cost Per Hour
Help Desk & Desktop Labor Hours	\$65.00
Server & Advanced Networking Labor Hours	\$105.00

Monthly Costs - Product Subscriptions	Qty
ProofPoint - AntiSpam Email	98
LabTech + Ignite 24X7 Remote Mgr	81
Pulse Server 24x7 Manage & Maint.	9
Sonicwall - Support, Warranty, Maint.	4
ESET (PC) Endpoint Anti Virus	81
ESET (Mac) Endpoint Anti-Virus	0
ESET Server - Anti-Virus	9
ESET Exchange Email Box - Anti-Virus	90
Connectwise License for Internal Staff (StreamlineIT)	0

***Price reflected in Monthly Cost ABOVE**

* Non-Covered MSP Hours include all NEW IT equipment & Large projects (Springbrook Upgrades)



Value Lease Agreement

APPLICATION NO.

AGREEMENT NO.

7409 SW Tech Center Drive • Portland, OR 97223 • Phone: 503.597.0937 • Fax: 503.213.1235

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to Solutions Yes, LLC.

CUSTOMER INFORMATION

Customer information fields including Full Legal Name, Street Address, City, State, ZIP, Phone, Fax, Billing Name, Billing Street Address, City, State, ZIP, E-mail, and Equipment Location.

EQUIPMENT DESCRIPTION

Equipment description table with columns for Make/Model/Accessories, Serial No., and Starting Meter. Includes items like DP 772 Document Processor and PF 740 3000 sheet paper drawer.

See the attached Schedule A / See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

Term and Payment Schedule table showing Term in Months (60), Equipment Portion (\$150.00), Maintenance Portion (\$0), and Monthly Payment* (\$150.00). Includes details on B&W and Color pages per month.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Lessor acceptance signature line for Solutions Yes, LLC with fields for Signature, Title, and Dated.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Customer acceptance signature line for City of St Helens with fields for Signature, Title, and Dated.

FEDERAL TAX I.D. # PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects.

Acceptance of Delivery signature line for City of St Helens with fields for Signature, Title, and Date of Delivery.

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by you. If maintenance and supplies are not included, this Agreement will start on the date we pay the supplier and interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.
3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. We own the Equipment, excluding any Financed Items. We do not own the Financed Items and cannot transfer any interest in it to you. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.
4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.
5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.
7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.
8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.
9. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**
10. **END OF TERM; EQUIPMENT RETURN:** This Agreement will renew for month-to-month term(s) unless you send us written notice at least 30 days (before the end of any term) that you want to purchase all but not less than all of the Equipment for the Fair Market Value or return the Equipment. Fair Market Value ("FMV") means the value of the Equipment in continued use. As long as you have given us the written notice as required herein prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.
11. **LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.
12. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. If necessary, the maintenance and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you.
13. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the maintenance and supplies portion of the Payment and the "cost per page" charge that exceeds the number of pages originally designated in this Agreement ("Overages") by a maximum of 8% of the existing charge.
14. **UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR PAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.**
15. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.



EQUIPMENT SUPPORT AGREEMENT

CONTRACT # _____

CUSTOMER BILL TO:	
City of St. Helens	
Attn: Kathy Payne	
PO Box 278	
St. Helens, OR 97051	
Contact Name	Phone Number
Kathy Payne	503-366-8217
IT Contact	Phone Number
Max Stahl	503-894-0552

CUSTOMER EQUIPMENT LOCATION:
265 Strand Street
St. Helens, OR 97051

AGREEMENT START DATE: _____

Your Solutions YES maintenance agreement covers all parts, labor, travel and supplies (except paper and staples) unless specifically stated below

SID #	Equipment	Serial Number	Start Meter	Image Allowance	Base Charge	Overage Chg (per image)
	TA3051ci			10000 mo	100.00 mo.	
SID #	Tiered Color	Color Levels	Start Meter	Color Image Allowance	Color Base	Overage Chg (per image)
	Color Level 1	Spot Color				0.03000
	Color Level 2	Business Color				0.03500
	Color Level 3	Full Color				0.04700

Additional Equipment on Schedule A

Preferred Method of Meter Collection: Meter Collection Contact Name: Kathy Payne

FM Audit
 Phone
 Fax
 E-Mail

503-366-8217		kathy@ci.st-helens.or.us
Phone #	Fax #	E-Mail Address

Agreement Term	<input type="checkbox"/> 36 Months	<input checked="" type="checkbox"/> 60 Months	<input type="checkbox"/> Other _____
Base Billing Cycle	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually
Overage Billing Cycle	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually

Comments: 10000 copies per month are shared with the Konica /Oce' VL6022

CUSTOMER ACCEPTANCE:

	John Walsh, City Administrator	08/19/16
Signature	Printed Name & Title	Date

SOLUTIONS YES ACCEPTANCE

Randy Wood	VP Sales	
Signature	Printed Name & Title	Date

Terms & Conditions

- EQUIPMENT SUPPORT AGREEMENT ("ESA"):** Solutions YES, LLC agrees to perform maintenance and make inspections, adjustments and repairs, and replace defective parts without additional charge to Customer, provided such calls are made during normal business hours. Solutions YES, LLC will furnish supplies, to be delivered at acceptable intervals and quantities in accordance with manufacturer's suggested yields. This ESA does not include paper, labels, staples, or transparencies. Solutions YES, LLC agrees to train customer in the use of the equipment at reasonable times. Title to all supplies furnished in connection with the ESA, including consumable parts such as drums, remains in Solutions YES, LLC until said supplies are consumed to the extent that they may not be further utilized in the copy making process. Toner consumption shall be within 10% of the manufacturer's suggested yields. A charge for toner consumption exceeding 10% of manufacturer's suggested yields will be charged at current retail price. In the event of customer default or cancellation, supplies and consumable parts shall be returned to Solutions YES, LLC on demand. Beyond the initial set-up and installation, any network or connectivity related service call, i.e. unable to print/scan or requests for additional desktops set up to print or scan, are considered chargeable calls at the current Solutions YES, LLC networking labor rates, unless it is determined to be a hardware related issue.
- EXCESSIVE DAMAGE:** Damage to the equipment or its parts arising out of misuse, abuse, negligence or causes beyond the control of Solutions YES, LLC are not covered. Solutions YES, LLC may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by Solutions YES, LLC, or if parts, accessories, components or supplies not authorized by Solutions YES, LLC are fitted to or used in the equipment.
- EXCESS COPIES:** Under the "ESA", the "Base Charge" is calculated on anticipated customer usage as stated in "Image Allowance" on the face of the Equipment Support Agreement. Image allowance copies are accumulated from the initial meter read. Should the allowance be exceeded prior to the expiration of any applicable billing cycle, customer agrees to pay the current excess copy charge for each copy in excess of the stated allowance. Invoices for excess copies will be tendered according to the "Overage Billing Cycle" and/or at the end of the initial term and shall be due and payable within 15 days. For agreements billed annually, upon exceeding the image allowance, customer may request that a new agreement be executed with the initial date of the term to coincide with the date that original image allowance is exceeded. Customer's option in this regard shall be void if all previously tendered invoices have not been paid.
- BUSINESS HOURS FOR SERVICE:** Support services shall be provided hereunder only during Solutions YES, LLC's normal business hours, which shall consist of 8:00a.m. to 5:00p.m., Monday through Friday, exclusive of Solutions YES' holidays and are subject to change by Solution YES. At customer's request, Solutions YES, LLC may render support service outside of normal business hours, subject to availability of personnel, at established Solutions YES, LLC rates then in effect.
- AVAILABILITY OF SUPPLIES:** Customer support engineers do not carry or deliver consumable supplies (toner, etc.). It is customer's responsibility to have the necessary supplies available for customer support engineer's use.
- RECONDITIONING:** When a shop reconditioning is necessary, or the manufacturer's life expectancy of the equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Solutions YES, LLC may refuse to renew this agreement, and/or refuse to continue providing support under this agreement, furnishing support only on a Per Call basis at Solutions Yes, LLC's current rates.
- CANCELLATION OF SERVICE:** Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Solutions YES, LLC may cancel this agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) days prior to renewal date. If customer at any time is in breach of any term or condition contained herein, Solutions YES, LLC may apply any refund due to the satisfaction of any past due invoices for any other products or services. Should this agreement be cancelled by customer, Solutions YES, LLC will not issue any refund.
- LATE CHARGES; INTEREST; SUSPENSION OF SERVICE:** Customer agrees to pay all invoices tendered for services performed and/or parts installed on equipment when services are performed, according to invoice payment terms. If any payment due to Solutions YES, LLC hereunder is more than 10 days past due, customer agrees to pay a late charge equal to ten (10%), to cover Solutions YES, LLC's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum) or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, Solutions YES, LLC shall have the right to discontinue service in the event customer becomes delinquent in payment.
- DAMAGES:** In the event Customer is in default of an obligation under this agreement, and remains in default for seven (7) days after notice thereof, Solutions YES, LLC may cancel this agreement and collect damages according to the following formula. In such an event, Customer promises to pay Solutions YES, LLC the following amounts as liquidated damages (and not as a penalty): (a) During the first six months of the initial term, six times the average monthly charge; (b) At any time thereafter, amount owed at three times the monthly charge.
- RENEWAL:** Unless otherwise terminated as set forth herein, this agreement shall be automatically renewed upon expiration of the initial term for successive renewal terms, at Solutions YES, LLC maintenance rates in effect at the time of application renewal. Annual increases may be incurred during the term of the contract.
- INSTALLATION:** Certain equipment must be installed according to specific requirements in terms of space, electric, and environmental conditions. Installation requirements are defined in the equipment operator manual. Customer shall ensure that the equipment is placed in an area that conforms to these requirements.
- DISCLAIMER:** Solutions YES, LLC expressly disclaims any duty as insurer of the equipment and customer shall pay for all costs of repair and parts or replacement of the equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural forces or any other negligent act of customer or customer's agent and/or service performed by non-Solutions YES, LLC personnel. Solutions YES, LLC will not assume any liability for any conditions arising from electrical circuitry external to the equipment and equipment line cord, nor is any external electrical work covered under this agreement.
- CUSTOMER CHANGES:** Any Customer changes, alterations, or attachments may require a change in the charges set forth herein. Solutions YES, LLC also reserves the right to terminate this agreement in the event it has been determined such changes, alterations, or attachments make it impractical for Solutions YES, LLC to continue to service the equipment.
- ATTORNEY'S FEES; COSTS:** In the event customer defaults under this Equipment Support Agreement, or if any other dispute arises hereunder requiring Solutions YES, LLC to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this agreement, customer agrees to pay Solutions YES, LLC reasonable attorney's fees and all costs resulting from such actions.
- WAIVER OF JURY TRIAL:** Customer hereby waives trial by jury as to any and all issues out of, or in any way related to this ESA.
- NO WAIVER:** Customer acknowledges and agrees that any delay or failure to enforce the rights hereunder by Solutions YES, LLC, does not constitute a waiver of such rights by Solutions YES, LLC or in any way prevent Solutions YES, LLC from enforcing such rights, or any other rights hereunder, at a later time.
- ENTIRE AGREEMENT:** This ESA constitutes the entire agreement between Customer and Solutions YES, LLC related to the service and maintenance of the equipment, and any and all prior negotiations, agreements (oral or written), or understandings are hereby superseded.
- NO MODIFICATIONS OF TERMS:** Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a corporate officer of Solutions YES, LLC. No sales or service personnel, including but not limited to managers or supervisors, has any authority to override this provision.
- NOTICE:** Any notice or other communication given or required in connection with this Equipment Support Agreement, shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to Solutions YES, LLC said notice shall be sent to Solutions YES, LLC, Attn: CFO, 7409 SW Tech Center Dr., Suite 100, Portland, OR 97223, or such other address Solutions YES, LLC may hereafter designate in writing. If to Customer, the notice shall be sent to Customer at the address specified in the reverse side hereof, or such address which may be specified, by customer, in writing to Solutions YES, LLC.

Customer Initials _____

APPLY-A-LINE, INC.

175 Roy Road SW, Bldg C • Pacific, WA 98047
 Phone (253) 299-1200 • Fax (253) 299-1250
 mail@applyaline.com • LIC. #APPLYI*161RU

RECEIVED

Bill To: 2STH01
 CITY OF ST HELENS
 PO BOX 278
 ST HELENS, OR 97051

SEP - 6 2016

Invoice No: 6741
 Invoice Date: 8/6/2016

CITY OF ST. HELENS

Job Info: 213A7920
 ST HELENS STREET STRIPING 2016
 ST HELENS, COLUMBIA, OR
 ST HELENS, OR . COLUMBIA

Period To: 8/6/2016
 Application #: 1
 Pay Request: No

1) Original Contract Amount	19,115.00
2) Change Order Amount.....	0.00
3) Contract Sum	19,115.00
4) Completed to Date	18,528.99
5) Retainage	0.00
6) Total Earned less Retainage.....	18,528.99
7) Previous Billings.....	0.00
8) Current Payment Due	18,528.99
9) Sales Tax.....	0.00
10) Total Due.....	18,528.99

Contract #:	Cust PO #:
-------------	------------

ITEM NO.	DESCRIPTION	UNIT MEAS	CONTRACT QUANTITY	UNIT PRICE	QTY TO DATE	PREVIOUS QTY	CURRENT QTY	CURRENT AMT DUE
1	4" YELLOW	LF	96,500	0.08	93,994	0	93,994	7,519.52
2	8" WHITE	LF	58,500	0.11	56,977	0	56,977	6,267.47
3	4" YELLOW WHITE	LF	62,000	0.08	59,275	0	59,275	4,742.00
								18,528.99

R-651, 2016 Street Striping Project

011-011-549980

SN

API
 INIT


PAYMENT
 DATE
 PAYABLE
 9/12/16
 9-12-16

Kennedy/Jenks Consultants

Engineers & Scientists

303 Second Street, Suite 300 South
San Francisco, CA 94107

Phone: 415.243.2150
Fax: 415.543.8061

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

Invoice # : 104436
Project : 1676012*00
Project Name : St.Helen's 2MG Reservoir Rehab.
Invoice Date : 9/2/2016

For Professional Services Rendered through: 8/26/2016

2 MG Reservoir Rehabilitation Project; City of St. Helens; proposal number P16019; agreement date June 6, 2016.

W-449

Phase Code / Name	Contract Fee	Previous Billings	Current Billings	Total Billings	Fee Remaining
**** -- 4% Communications Surcharge	\$2,425.00	\$404.10	\$44.00	\$448.10	\$1,976.90
01 -- Final Design	\$28,675.00	\$10,102.50	\$23,486.79	\$33,589.29	-\$4,914.29
02 -- Construction Phase Services	\$33,900.00	\$0.00	\$280.00	\$280.00	\$33,620.00
Totals:	\$65,000.00	\$10,506.60	\$23,810.79	\$34,317.39	\$30,682.61

Amount Due this Invoice

\$23,810.79

010-302-653207
SN

APPROVED FOR PAYMENT

INIT

DATE



ACCOUNTS PAYABLE
FINANCE
SUPERVISOR

9/12/16
9-12-16

Project : 1676012*00 -- St.Helen's 2MG Reservoir Rehab.

Invoice # : 104436

Phase : **** -- 4% Communications Surcharge

Task : **** -- 4% Communications Surcharge

Regular Expenses

<u>Vendor Name</u>	<u>Doc Nbr</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
Direct-Reproduction				
Willamette Print & Blueprint Co Inc inv# 478689	261139	40.00	1.10	44.00

Regular Expenses 44.00

Total Task : ** -- 4% Communications Surcharge**

Labor :	0.00	0.00
Expense :	0.00	44.00
Total :		44.00

Total Phase : ** -- 4% Communications Surcharge**

Labor :	0.00	0.00
Expense :	0.00	44.00
Total :		44.00

Project : 1676012*00 -- St.Helen's 2MG Reservoir Rehab.

Invoice # :104436

Phase : 01 -- Final Design

Task : 1.1 -- Project Management

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Engineer/Scientist/Specialist 5			
Garbely, Jennifer A.	4.00	165.00	660.00
Rate Schedule Labor			660.00

Total Task : 1.1 -- Project Management

Labor :	<u>4.00</u>	<u>660.00</u>
Expense :	0.00	0.00
Total :		<u>660.00</u>

Task : 1.3 -- Technical Memo

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Engineer/Scientist/Specialist 2			
Pritchett, Steven T. (PRT)	14.05	120.00	1,686.00
Engineer/Scientist/Specialist 5			
Garbely, Jennifer A.	5.90	165.00	973.50
Salter, Jake D. (PRT)	3.65	170.00	620.50
Total: Engineer/Scientist/Specialist 5	<u>9.55</u>		<u>1,594.00</u>
Engineer/Scientist/Specialist 8			
Barraza, Donald L	4.00	220.00	880.00
Rate Schedule Labor			4,160.00

Unit Pricing Expenses

<u>Vendor / Employee Name</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
ODC-Equipment Charges (UP)			
Miles on KJ Company Vehicle	62.00	0.54	33.48
Unit Pricing			33.48

Total Task : 1.3 -- Technical Memo

Labor :	<u>27.60</u>	<u>4,160.00</u>
Expense :	62.00	33.48
Total :		<u>4,193.48</u>

Task : 1.4 -- Final Design

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Engineer/Scientist/Specialist 2			
Kohnle, Susan L.	1.25	120.00	150.00
Pritchett, Steven T. (PRT)	0.45	120.00	54.00
Total: Engineer/Scientist/Specialist 2	<u>1.70</u>		<u>204.00</u>
Engineer/Scientist/Specialist 3			
Marx, Larry M. (H-FWY)	1.00	130.00	130.00
Engineer/Scientist/Specialist 4			
Sera, Ramon G.	26.50	140.00	3,710.00
Engineer/Scientist/Specialist 5			

Project : 1676012*00 -- St.Helen's 2MG Reservoir Rehab.

Invoice # :104436

Phase : 01 -- Final Design

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Engineer/Scientist/Specialist 5			
Garbely, Jennifer A.	14.10	165.00	2,326.50
Spargo, Shawn C.	4.00	170.00	680.00
Salter, Jake D. (PRT)	0.35	170.00	59.50
Total: Engineer/Scientist/Specialist 5	18.45		3,066.00
Engineer/Scientist/Specialist 8			
Barraza, Donald L	4.00	220.00	880.00
Rate Schedule Labor			7,990.00

Total Task : 1.4 -- Final Design

Labor :	<u>51.65</u>	<u>7,990.00</u>
Expense :	0.00	0.00
Total :		<u>7,990.00</u>

Task : 1.5 -- Bid Documents

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Administrative Assistant			
Sells, Shawna L. (H)	0.50	95.00	47.50
Engineer/Scientist/Specialist 2			
Kohnle, Susan L.	0.25	120.00	30.00
Engineer/Scientist/Specialist 3			
Marx, Larry M. (H-FWY)	2.00	130.00	260.00
Engineer/Scientist/Specialist 4			
Sera, Ramon G.	7.00	140.00	980.00
Engineer/Scientist/Specialist 5			
Garbely, Jennifer A.	8.00	165.00	1,320.00
Spargo, Shawn C.	12.00	170.00	2,040.00
Total: Engineer/Scientist/Specialist 5	20.00		3,360.00
Project Administrator			
Flury, Michelle (80H-PRT)	0.75	95.00	71.25
Rate Schedule Labor			4,748.75

Total Task : 1.5 -- Bid Documents

Labor :	<u>30.50</u>	<u>4,748.75</u>
Expense :	0.00	0.00
Total :		<u>4,748.75</u>

Task : 1.6 -- Bid Phase Support

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Engineer/Scientist/Specialist 2			
Kohnle, Susan L.	0.25	120.00	30.00
Engineer/Scientist/Specialist 4			
Sera, Ramon G.	34.50	140.00	4,830.00
Engineer/Scientist/Specialist 5			

Project : 1676012*00 -- St.Helen's 2MG Reservoir Rehab.

Invoice # :104436

Phase : 01 -- Final Design

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Engineer/Scientist/Specialist 5			
Garbely, Jennifer A.	4.00	165.00	660.00
Spargo, Shawn C.	2.00	170.00	340.00
Total: Engineer/Scientist/Specialist 5	6.00		1,000.00

Rate Schedule Labor 5,860.00

Unit Pricing Expenses

<u>Vendor / Employee Name</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
ODC-Equipment Charges (UP)			
Miles on KJ Company Vehicle	64.00	0.54	34.56

Unit Pricing 34.56

Total Task : 1.6 -- Bid Phase Support

Labor :	<u>40.75</u>	<u>5,860.00</u>
Expense :	64.00	34.56
Total :		<u>5,894.56</u>

Total Phase : 01 -- Final Design

Labor :	<u>154.50</u>	<u>23,418.75</u>
Expense :	126.00	68.04
Total :		<u>23,486.79</u>

Project : 1676012*00 -- St.Helen's 2MG Reservoir Rehab.

Invoice # :104436

Phase : 02 -- Construction Phase Services

Task : 2.1 -- Conformed Drawings

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Engineer/Scientist/Specialist 4			
Sera, Ramon G.	2.00	140.00	280.00
Rate Schedule Labor			280.00

Total Task : 2.1 -- Conformed Drawings

Labor :	<u>2.00</u>	<u>280.00</u>
Expense :	0.00	<u>0.00</u>
Total :		<u>280.00</u>

Total Phase : 02 -- Construction Phase Services

Labor :	<u>2.00</u>	<u>280.00</u>
Expense :	0.00	<u>0.00</u>
Total :		<u>280.00</u>

Project : 1676012*00 -- St.Helen's 2MG Reservoir Rehab.

Invoice # :104436

Total Project: 1676012*00 -- St.Helen's 2MG Reservoir Rehab.

23,810.79

City of St. Helens

Planning Commission Meeting

July 12, 2016

Minutes

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

Members Absent: Ginny Carlson, City Council Liaison

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

Councilors Present: None

Others Present: Dale Clark

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

□

Consent Agenda

Approval of Minutes

Commissioner Webster moved to approve the minutes of the June 14, 2016 Planning Commission meeting with the correction on page 4 to change Vice Chair Cary to Vice Chair Petersen and change north to south on page 6 in the third sentence of deliberations. Vice Chair Petersen seconded the motion. Commissioner Semling did not vote due to her absence from that meeting. Motion carried with all in favor. Chair Cary did not vote as per operating rules.

□

Topics From The Floor

There were no topics from the floor.

□

Public Hearing

Edward Kim

Conditional Use Permit / CUP.5.16

264 N. Columbia River Hwy

City Planner Jacob Graichen said the applicant has withdrawn their application. He explained that it may take much longer to receive legal access to the property than the applicant originally thought, but they are still working on it. Commissioner Cohen asked how long they have to re-submit an application. Graichen said it will be a completely new application, so they will have as long as they need.

□

Rules of Operation Text Amendment Discussion

Graichen explained the background of the text amendment, which is included in the memo. The basis for the text amendments stems from when the Planning Commission adopted recommendations from a rules committee regarding rules of operation, as noted in the meeting minutes from 2000. Graichen explained further that this text amendment also stems from the quorum v. majority vote situation the Commission faced last fall for the Conditional Use Permit request at the Muckle Building.

Vice Chair Petersen said the text amendment needs to explain abstentions in a clearer way. The Commission agreed. The Commission worked with Graichen to help make the text amendments clearer to the reader.

Chair Cary asked how the Commission decides if a commissioner has gone through the whole process. For example, if a commissioner misses one part of a continued hearing, can they catch up by reading the minutes or listening to the audio? The Commission said yes. Regarding the chairman's ability to call special meetings, Commissioner Cohen requested to limit the chairman's power by requiring the concurrence of the majority of the Commission to call a previously unannounced special meeting. The Commission agreed.

Graichen said he will email the Commission the revised text amendments.

□

Public Hearing

Clark Signs

Historic Resource Review & Sign Permit / HRR.1.16 & S.12.16

61 Plaza Square

It is now 7:55 p.m. and Chair Cary opened the public hearing. There were no ex-parte contacts, conflicts of interest or bias in this matter.

Graichen entered the following items into the record:

- Staff report packet dated July 5, 2016 with attachments

Graichen introduced the Commission to the proposal and the recommended conditions of approval, as presented in the staff report. Commissioner Cohen asked if the sign will be illuminated. Graichen said no. Commissioner Cohen asked if the sign is bigger than the previous sign. Graichen said it is smaller than the existing signage.

IN FAVOR

Clark, Dale, Applicant. Clark said the sign is a replacement for the Pieper Ramsdell sign. He said the sign is the name and logo of the new insurance company. Chair Cary asked if the typeface was part of NFP's logo. Clark said yes. Chair Cary asked what the material of the sign is. Clark said the sign is a pan sheet metal, and the letters and logo are vinyl wrapped onto the white metal.

Commissioner Lawrence asked about vandalism. Clark said a vandal would do more damage to the existing sign. He said the new sign would be easier to replace should it be vandalized.

Chair Cary asked if this was the sign the client requested. Clark said yes. Chair Cary asked if there were other alternatives. Clark said that the sign is actually fabricated by a different sign company that does all of the signs nationwide for NFP. Clark Signs is just receiving the permits and installing the sign. Vice Chair Petersen asked if it was possible to have a different color background. Clark said he has not seen any other colors with their logo. He said the metal could feasibly come in other colors, but he does not know if NFP would approve of a different color in their logo. Chair Cary asked if the sign could have a border to make it look more historic. He explained the existing sign blends in, while the proposed signage is more industrial and blatant. Clark said that could be done, but he has not asked the fabricators of the sign this question.

IN OPPOSITION

No one spoke in opposition.

END OF ORAL TESTIMONY

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

CLOSE PUBLIC HEARING & RECORD

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

DELIBERATIONS

Chair Cary said the proposed sign is very stark, modern, and industrial looking. He would like to see softer colors and/or a border. Vice Chair Petersen agrees. He thinks the applicant could come up with a different background color, like light gray or something closer to the building color to make it more like a traditional sign. Commissioner Cohen agrees. Chair Cary said he would like to see a frame. Commissioner Lawrence and Vice Chair Petersen agree.

Vice Chair Petersen asked if they need to make a recommendation. Graichen said the Historic Resource Review is the Commission's decision, and they could recommend design changes for the administrative approval of the Sign Permit based on the Architectural Guidelines.

MOTION

Vice Chair Petersen moved to approve the Historic Resource Review and recommended a different background color and a border for the Sign Permit. Commissioner Webster seconded. All in favor; none opposed; motion carries.

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

□

Planning Director Decisions

- a. Sign Permit (Banner) at 2100 Block of Columbia Blvd. – 14th Annual Amani Center Luau & Auction Fundraiser
- b. Site Design Review (Minor) at 514 & 516 Milton Way – Outdoor storage
- c. Temporary Use Permit at 2295 Gable Rd. – Fireworks Stand
- d. Sign Permit (Banner) at 2100 Block of Columbia Blvd. – Columbia County Fair

Commissioner Cohen asked about the outdoor storage on Milton Way. Graichen said the applicant will store tires in an entirely screened area. It is zoned Light Industrial, where outdoor storage is a permitted use.

Chair Cary asked why there are RVs being stored behind the marijuana growing operation on Columbia Blvd. Graichen said there have been past decisions affecting outdoor storage on the property. In the most recent decision for the property, based on past uses of the site, there was a condition that the property could not be exclusively used for storage.

□

Planning Department Activity Reports

There were no comments.

□

For Your Information Items

Vice Chair Petersen asked what was going on at Gable Rd. Graichen said that is within Columbia County's jurisdiction. He said they started work before they received their grade/fill permit from the County. Since then, he has walked the site with the landowner to confirm there were no wetlands on the property. Graichen said there is interest from the landowner in developing the site with storage buildings, but there are no utilities to the site currently. They would need to file a consent to annex into the City if they extend and connect to city utilities.

□

There being no further business before the Planning Commission, the meeting was adjourned at 8:33 p.m.

Respectfully submitted,

Jennifer Dimsho
Planning Secretary

2016 Planning Commission Attendance Record

P=Present A=Absent Can=Cancelled

Date	Petersen	Hubbard	Lawrence	Cohen	Cary	Semling	Webster
01/12/16	P	P	P	A	A	P	P
02/09/16	A	P	P	P	P	P	P
03/08/16	P	P	P	A	P	P	P
04/12/16	P	P	P	P	P	P	P
05/10/16	P	P	A	P	P	P	P
06/14/16	P	P	P	P	P	A	P
07/12/16	P	P	P	P	P	P	P
08/09/16							
09/13/16							
10/11/16							
11/08/16							
12/13/16							

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 09/01/2016 - 2:01PM
 Batch: 00020.08.2016 - AP 9/2/16

MJJ

JE 1



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
CARQUEST AUTO PARTS STORES									
005845									
AUG 2016	9/1/2016	126.71	0.00	09/02/2016				False	0
001-002-510000				AUTO PARTS					
AUG 2016	9/1/2016	395.82	0.00	09/02/2016				False	0
015-015-501000				AUTO PARTS					
	AUG 2016 Total:	522.53							
	CARQUEST AUTO PART	522.53							
CENTERLOGIC, INC.									
011595									
36099	8/19/2016	1,003.17	0.00	09/02/2016				False	0
012-108-575000				APC SMART UPS RACK TOWER LCD UPS WITH NET					
	36099 Total:	1,003.17							
36100	8/19/2016	403.28	0.00	09/02/2016				False	0
012-108-575000				ADOBE ACROBAT / MICRO PUBLISHER - MATT BRO					
	36100 Total:	403.28							
36104	8/18/2016	340.65	0.00	09/02/2016				False	0
012-101-500000				IT SUPPORT					
36104	8/18/2016	227.10	0.00	09/02/2016				False	0
001-100-500000				IT SUPPORT					
36104	8/18/2016	454.63	0.00	09/02/2016				False	0
001-103-500000				IT SUPPORT					
36104	8/18/2016	227.10	0.00	09/02/2016				False	0

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					
36104	8/18/2016	372.48	0.00	09/02/2016				False	0
001-002-500000 Computer System Maint.				IT SUPPORT					
36104	8/18/2016	422.50	0.00	09/02/2016				False	0
001-004-500000 Computer Maintenance				IT SUPPORT					
36104	8/18/2016	431.75	0.00	09/02/2016				False	0
001-105-500000 Information services				IT SUPPORT					
36104	8/18/2016	499.97	0.00	09/02/2016				False	0
012-102-500000 Information services				IT SUPPORT					
36104	8/18/2016	1,204.15	0.00	09/02/2016				False	0
012-106-500000 Information services				IT SUPPORT					
36104	8/18/2016	932.15	0.00	09/02/2016				False	0
013-402-500000 Information services				IT SUPPORT					
36104	8/18/2016	48.75	0.00	09/02/2016				False	0
013-403-500000 Information services				IT SUPPORT					
36104	8/18/2016	32.50	0.00	09/02/2016				False	0
018-019-500000 Computer System Maint.				IT SUPPORT					
		<u>5,193.73</u>							
36104 Total:		5,193.73							
		<u>6,600.18</u>							
CENTERLOGIC, INC. To		6,600.18							
CINTAS CORPORATION									
037620									
5005855026	8/23/2016	146.38	0.00	09/02/2016				False	0
001-005-501000 Operating Materials & Supp				CABINET REFILL					
		<u>146.38</u>							
5005855026 Total:		146.38							
		<u>146.38</u>							
CINTAS CORPORATION		146.38							
CITY OF ST. HELENS									
ST.HELEN									
09012016	9/1/2016	200.00	0.00	09/02/2016				False	0
001-100-558100 Grants and awards				UB DISCOUNT COUPON POST TO ACCT 007396-001					
		<u>200.00</u>							
09012016 Total:		200.00							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
CITY OF ST. HELENS To		200.00 ✓							
COASTWIDE LABORATORIES 007159 2904274	8/24/2016	36.18	0.00	09/02/2016	TP CITY HALL			False	0
012-107-457000 Office supplies									
2904274 Total:		36.18							
COASTWIDE LABORATO		36.18 ✓							
COLUMBIA RIVER P.U.D. 008325 1703470	8/26/2016	759.59	0.00	09/02/2016	73638			False	0
011-011-453000 Street Lighting									
1703470 Total:		759.59							
1703474	8/26/2016	868.10	0.00	09/02/2016	73638			False	0
011-011-453000 Street Lighting									
1703474 Total:		868.10							
1703476	8/26/2016	837.72	0.00	09/02/2016	73638			False	0
011-011-453000 Street Lighting									
1703476 Total:		837.72							
COLUMBIA RIVER P.U.D		2,465.41 ✓							
COMCAST COMCAST 08212016	8/21/2016	99.59	0.00	09/02/2016				False	0
001-004-500000 Computer Maintenance					8631				
08212016	8/21/2016	186.97	0.00	09/02/2016				False	0
012-107-458000 Telecommunication expense					9110				
08212016	8/21/2016	94.85	0.00	09/02/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
012-107-458000 Telecommunication expense				8453					
08212016	8/21/2016	94.85	0.00	09/02/2016				False	0
001-004-500000 Computer Maintenance				3388					
08212016	8/21/2016	107.85	0.00	09/02/2016				False	0
001-002-458000 Telephone Expense				4855					
	08212016 Total:	584.11							
08252016	8/25/2016	102.85	0.00	09/02/2016				False	0
001-005-509000 Marine board expense				3930					
	08252016 Total:	102.85							
	COMCAST Total:	686.96							
CONSOLIDATED SUPPLY									
009000									
S7877082.001	8/11/2016	2,097.19	0.00	09/02/2016				False	0
010-304-653400 Storm drains				JOINT PIPE					
	S7877082.001 Total:	2,097.19							
S7894290.001	8/22/2016	424.06	0.00	09/02/2016				False	0
018-018-501000 Operating Materials & Supplies				MATERIALS					
	S7894290.001 Total:	424.06							
	CONSOLIDATED SUPPL	2,521.25							
COUNTRY MEDIA INC.									
006800									
24240	8/17/2016	7.00	0.00	09/02/2016				False	0
012-102-526000 Advertisements				ST. HELENS CHRONICLE ADD 24240					
	24240 Total:	7.00							
	COUNTRY MEDIA INC. T	7.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
CROW WATER SYSTEMS									
009420									
2018508	8/16/2016	125.00	0.00	09/02/2016				False	0
013-403-554000	Contractual/consulting serv				60004 WEST HILLS RD SERVICE CALL AND LABOR				
	2018508 Total:	125.00							
	CROW WATER SYSTEM	125.00							
DAHLGREN BUILDERS SUPPLY									
009800									
08252016	8/25/2016	144.58	0.00	09/02/2016				False	0
012-107-502000	Equipment expense				BUILDING SUPPLIES MATERIALS				
08252016	8/25/2016	31.63	0.00	09/02/2016				False	0
001-005-501000	Operating Materials & Supp				BUILDING SUPPLIES MATERIALS				
08252016	8/25/2016	1.20	0.00	09/02/2016				False	0
001-004-470000	Building Expense				BUILDING SUPPLIES MATERIALS				
08252016	8/25/2016	14.85	0.00	09/02/2016				False	0
018-019-501000	Operating Materials				BUILDING SUPPLIES MATERIALS				
08252016	8/25/2016	14.85	0.00	09/02/2016				False	0
018-020-501000	Operating Materials & Supplies				BUILDING SUPPLIES MATERIALS				
08252016	8/25/2016	32.52	0.00	09/02/2016				False	0
011-011-501000	Operating Materials & Supp				BUILDING SUPPLIES MATERIALS				
	08252016 Total:	239.63							
	DAHLGREN BUILDERS	239.63							
DEPARTMENT OF ENVIRONMENTAL QUALITY									
010137									
WQ17STM-0460	8/4/2016	980.00	0.00	09/02/2016				False	0
018-019-475000	NPDES Permit Fees				STORMWATER NPDES PERMIT 9582 NWR				
	WQ17STM-0460 Total:	980.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	DEPARTMENT OF ENVI	980.00 ✓							
E2C CORPORATION									
E2C									
3961	8/30/2016	3,559.91	0.00	09/02/2016				False	0
008-008-558104	Events				WALL MURAL TENT FLOORING PROPS CITY HALL				
	3961 Total:	3,559.91							
3962	8/30/2016	233.88	0.00	09/02/2016				False	0
008-008-558104	Events				HAUNTED HOT ROD MEDALS CROWN AWARDS				
	3962 Total:	233.88							
	E2C CORPORATION Total:	3,793.79 ✓							
ELDER, DAVE									
011191									
08252016	8/25/2016	549.49	0.00	09/02/2016				False	0
013-403-490000	Professional development				OAWU CONFERENCE				
	08252016 Total:	549.49							
	ELDER, DAVE Total:	549.49 ✓							
ENVI ROAD									
011440									
5182	8/18/2016	1,875.00	0.00	09/02/2016				False	0
011-011-501000	Operating Materials & Supp				EARTHBIND 100				
	5182 Total:	1,875.00							
	ENVI ROAD Total:	1,875.00 ✓							
ETTER, TERRI R.									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
ETTER.T 08272016	8/27/2016	1,125.00	0.00	09/02/2016				False	0
001-002-554000 Contractual Services				AUG 2016 ASSIST PD ADMIN SUPPORT EV ROOM IN'					
	08272016 Total:	1,125.00							
	ETTER, TERRI R. Total:	1,125.00							
H.D. FOWLER CO. 012650									
I4302196	8/16/2016	1,377.89	0.00	09/02/2016				False	0
017-017-501000 Operating Materials & Sup.				MATERIALS					
	I4302196 Total:	1,377.89							
I4303998	8/18/2016	4,134.66	0.00	09/02/2016				False	0
017-017-501000 Operating Materials & Sup.				MATERIALS					
	I4303998 Total:	4,134.66							
	H.D. FOWLER CO. Total:	5,512.55							
INGRAM LIBRARY SERVICES, INC. 016240									
94223433	8/11/2016	23.57	0.00	09/02/2016				False	0
001-004-483000 Audio Materials				BOOKS 20C7921					
	94223433 Total:	23.57							
94223434	8/11/2016	16.79	0.00	09/02/2016				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
	94223434 Total:	16.79							
94223435	8/11/2016	795.13	0.00	09/02/2016				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
	94223435 Total:	795.13							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
94223436	8/11/2016	22.96	0.00	09/02/2016				False	0
001-004-511000	Printed Materials			BOOKS 20C7921					
	94223436 Total:	22.96							
94223437	8/11/2016	23.45	0.00	09/02/2016				False	0
001-004-511000	Printed Materials			BOOKS 20C7921					
	94223437 Total:	23.45							
94242405	8/14/2016	75.89	0.00	09/02/2016				False	0
001-004-511000	Printed Materials			BOOKS 20C7921					
	94242405 Total:	75.89							
94242406	8/14/2016	332.04	0.00	09/02/2016				False	0
001-004-511000	Printed Materials			BOOKS 20C7921					
	94242406 Total:	332.04							
	INGRAM LIBRARY SERV	1,289.83							
INTEGRA TELECOM, INC.									
016479									
14087552	8/21/2016	413.31	0.00	09/02/2016				False	0
001-002-458000	Telephone Expense			754802					
14087552	8/21/2016	58.59	0.00	09/02/2016				False	0
012-106-480000	Postage			754802					
14087552	8/21/2016	1,257.47	0.00	09/02/2016				False	0
012-107-458000	Telecommunication expense			754802					
14087552	8/21/2016	310.29	0.00	09/02/2016				False	0
001-004-458000	Telephone Expense			754802					
14087552	8/21/2016	49.09	0.00	09/02/2016				False	0
017-017-458000	Telephone Expense			754802					
14087552	8/21/2016	559.28	0.00	09/02/2016				False	0
017-417-458000	Telephone expense			754802					
14087552	8/21/2016	207.05	0.00	09/02/2016				False	0
013-403-458000	Telecommunication expense			754802					
14087552	8/21/2016	177.06	0.00	09/02/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
018-019-458000 Telecommunication Expense				754802					
14087552	8/21/2016	177.06	0.00	09/02/2016				False	0
018-020-458000 Telecommunication Expense				754802					
14087552	8/21/2016	295.68	0.00	09/02/2016				False	0
018-022-458000 Telecommmunication expense				754802					
14087552 Total:		3,504.88							
INTEGRA TELECOM, IN		3,504.88							
INTERSTATE BATTERY OF									
016626									
40034967	8/23/2016	210.80	0.00	09/02/2016				False	0
015-015-501000 Operating Materials & Supp				BATTERIES 9049					
40034967 Total:		210.80							
INTERSTATE BATTERY		210.80							
JORDAN RAMIS PC									
030274									
125301	8/25/2016	1,282.00	0.00	09/02/2016				False	0
010-304-653409 Godfrey Outfall				SD-146 REI GODFREY PARK STORM 49698-75056					
125301 Total:		1,282.00							
JORDAN RAMIS PC Tota		1,282.00							
KEIZER POLICE DEPARTMENT									
KEIZER									
08292016	8/29/2016	85.00	0.00	09/02/2016				False	0
001-002-490000 Police Training/Supplies				DOMESTIC VIOLENCE INVEST. KATE WELTER REGI					
08292016 Total:		85.00							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
	KEIZER POLICE DEPAR	85.00 ✓							
LEAVY, JOHNNY									
08252016	8/25/2016	234.04	0.00	09/02/2016				False	0
018-019-490000 Schools & Conventions				OAWU CONFERENCE J. LEAVY					
08252016	8/25/2016	234.03	0.00	09/02/2016				False	0
018-020-490000 Schools & Conventions				OAWU CONFERENCE J. LEAVY					
08252016 Total:		468.07							
LEAVY, JOHNNY Total:		468.07 ✓							
Michael, Elliot									
012950									
08302016	8/30/2016	3,250.00	0.00	09/02/2016				False	0
001-104-559000 Special projects				CERT LOCAL GOV GRANT FNDS REIMBURSABLE B'					
08302016 Total:		3,250.00							
Michael, Elliot Total:		3,250.00 ✓							
MIDWEST TAPE									
020427									
94243104	8/18/2016	123.96	0.00	09/02/2016				False	0
001-004-481000 Visual Materials				DVDS					
94243104 Total:		123.96							
94262400	8/24/2016	83.95	0.00	09/02/2016				False	0
001-004-481000 Visual Materials				DVDS					
94262400 Total:		83.95							
MIDWEST TAPE Total:		207.91 ✓							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
OGFOA 022600 170795	8/31/2016	300.00	0.00	09/02/2016				False	0
012-106-490000 Professional development					MATT BROWN 2016 FALL CONFERENCE				
170795 Total:		300.00							
170796	8/31/2016	325.00	0.00	09/02/2016				False	0
012-106-490000 Professional development					JENNIFER JOHNSON 2016 FALL CONFERENCE				
170796 Total:		325.00							
OGFOA Total:		625.00							
PETTY CASH- JAMIE EDWARDS 018757									
08312016	8/31/2016	37.78	0.00	09/02/2016				False	0
001-100-558100 Grants and awards					PETTY CASH RELAY FOR LIFE SUPPLIES				
08312016	8/31/2016	12.48	0.00	09/02/2016				False	0
018-019-472000 Lab Testing					PETTY CASH				
08312016	8/31/2016	14.50	0.00	09/02/2016				False	0
001-100-473000 Miscellaneous					PETTY CASH YOUTH COUNCIL SNACKS				
08312016	8/31/2016	4.88	0.00	09/02/2016				False	0
012-107-457000 Office supplies					PETTY CASH KITCHEN SUPPLIES				
08312016	8/31/2016	76.80	0.00	09/02/2016				False	0
001-100-558100 Grants and awards					PETTY CASH RELAY FOR LIFE SUPPLIES				
08312016	8/31/2016	1.99	0.00	09/02/2016				False	0
001-100-558100 Grants and awards					PETTY CASH CARD FOR J DIMSHO				
08312016	8/31/2016	15.37	0.00	09/02/2016				False	0
012-102-524000 Special projects					B-DAY CARDS				
08312016	8/31/2016	4.49	0.00	09/02/2016				False	0
012-102-473000 Miscellaneous					CARD FOR S. NELSON				
08312016	8/31/2016	10.00	0.00	09/02/2016				False	0
001-000-316200 Dockside Services					REFUND ELECTRIC AT DOCK				
08312016	8/31/2016	23.25	0.00	09/02/2016				False	0
012-107-457000 Office supplies					EMP. COFFEE				
08312016	8/31/2016	50.00	0.00	09/02/2016				False	0
012-102-473000 Miscellaneous					FLOWERS FOR SUE AND JENNY				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
08312016	8/31/2016	13.95	0.00	09/02/2016				False	0
001-100-473000	Miscellaneous				COUNCIL MTG SNACKS				
08312016	8/31/2016	203.13	0.00	09/02/2016				False	0
012-102-524000	Special projects				EMP PICNIC SUPPLIES				
08312016	8/31/2016	4.99	0.00	09/02/2016				False	0
012-102-524000	Special projects				EMP PICNIC SUPPLIES				
08312016	8/31/2016	3.00	0.00	09/02/2016				False	0
012-102-524000	Special projects				EMP PICNIC SUPPLIES				
08312016	8/31/2016	10.00	0.00	09/02/2016				False	0
001-000-316200	Dockside Services				DOCK REFUND ELECTRIC DID NOT WORK				
08312016	8/31/2016	111.50	0.00	09/02/2016				False	0
008-008-558104	Events				CAB TITLE AND REG FEES				
08312016	8/31/2016	1.94	0.00	09/02/2016				False	0
018-019-501000	Operating Materials				VAC BELT				
08312016	8/31/2016	1.94	0.00	09/02/2016				False	0
018-020-501000	Operating Materials & Supplies				VAC BELT				
08312016 Total:		601.99							
PETTY CASH- JAMIE ED		601.99							
PHILLIPS, CYNTHIA									
025515									
08312016	8/31/2016	1,670.00	0.00	09/02/2016				False	0
001-103-554000	Contractual/consulting serv				MUNICIPAL COURT JUDGE 8/15-/31				
08312016 Total:		1,670.00							
PHILLIPS, CYNTHIA Tot		1,670.00							
QUILL CORP.									
026700									
8407306	8/18/2016	323.88	0.00	09/02/2016				False	0
001-004-457000	Office Supplies				COPY PAPER MESSAGE PAD				
8407306 Total:		323.88							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
	QUILL CORP. Total:	<u>323.88</u> ✓							
SELF SELF 09012016 001-004-512000 Periodicals	9/1/2016	9.97	0.00	09/02/2016 SUBSCRIPTION				False	0
	09012016 Total:	<u>9.97</u>							
	SELF Total:	<u>9.97</u> ✓							
VANNATTA & PETERSEN VAN 08292016 001-104-559000 Special projects	8/29/2016	3,250.00	0.00	09/02/2016 CERT LOCAL GOVE GRANT FUNDS REIMB. BY STAT				False	0
	08292016 Total:	<u>3,250.00</u>							
	VANNATTA & PETERSEN	<u>3,250.00</u> ✓							
VERIZON WIRELESS 000720 9770642754 001-002-458000 Telephone Expense	8/20/2016	1,529.08	0.00	09/02/2016 271826771-00001				False	0
	9770642754 Total:	<u>1,529.08</u>							
	VERIZON WIRELESS To	<u>1,529.08</u> ✓							
VOHNE LICHE KENNELS, INC VOH 11157 009-212-652910 K-9 Program	8/25/2016	8,000.00	0.00	09/02/2016 PURCHASE K-9 POLICE DOG 10 16-225 MALE GERM.				False	0

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

11157 Total: 8,000.00

VOHNE LICHE KENNEL 8,000.00 ✓

Report Total: 53,694.76 

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 09/06/2016 - 9:56AM
 Batch: 00001.09.2016 - AP 9/6/16

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
SELDEN, LAURIE 030715									
09152016	9/15/2016	3,015.00	0.00	09/06/2016				False	0
001-103-554000	Contractual/consulting serv				CRIMINAL PROSECUTORIAL SERVICES 9-1-16 / 9/15,				
	09152016 Total:	3,015.00							
	SELDEN, LAURIE Total:	3,015.00							
	Report Total:	3,015.00							

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Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 09/08/2016 - 4:08PM
 Batch: 00004.09.2016 - AP 9/9/16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
ACE HARDWARE									
000500									
1211	8/31/2016	3.21	0.00	09/09/2016				False	0
012-107-457000 Office supplies					MATERIALS				
1211 Total:		3.21							
1213	8/31/2016	238.86	0.00	09/09/2016				False	0
001-005-509000 Marine board expense					MATERIALS				
1213	8/31/2016	595.80	0.00	09/09/2016				False	0
001-005-501000 Operating Materials & Supp					MATERIALS				
1213	8/31/2016	-76.31	0.00	09/09/2016				False	0
001-005-501000 Operating Materials & Supp					DISCOUNT				
1213 Total:		758.35							
1214	8/31/2016	81.85	0.00	09/09/2016				False	0
009-212-652910 K-9 Program					MATERIALS				
1214 Total:		81.85							
1217	8/31/2016	6.98	0.00	09/09/2016				False	0
018-018-501000 Operating Materials & Supplies					MATERIALS				
1217	8/31/2016	30.49	0.00	09/09/2016				False	0
018-019-501000 Operating Materials					MATERIALS				
1217	8/31/2016	30.49	0.00	09/09/2016				False	0
018-020-501000 Operating Materials & Supplies					MATERIALS				
1217	8/31/2016	36.92	0.00	09/09/2016				False	0
018-020-501000 Operating Materials & Supplies					MATERIALS				
1217	8/31/2016	36.92	0.00	09/09/2016				False	0
018-019-501000 Operating Materials					MATERIALS				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
1217	8/31/2016	13.48	0.00	09/09/2016				False	0
018-019-501000	Operating Materials			MATERIALS					
1217	8/31/2016	13.48	0.00	09/09/2016				False	0
018-020-501000	Operating Materials & Supplies			MATERIALS					
1217	8/31/2016	20.94	0.00	09/09/2016				False	0
018-020-501000	Operating Materials & Supplies			MATERIALS					
1217	8/31/2016	20.94	0.00	09/09/2016				False	0
018-019-501000	Operating Materials			MATERIALS					
1217	8/31/2016	28.48	0.00	09/09/2016				False	0
018-019-501000	Operating Materials			MATERIALS					
1217	8/31/2016	28.49	0.00	09/09/2016				False	0
018-020-501000	Operating Materials & Supplies			MATERIALS					
1217	8/31/2016	-21.97	0.00	09/09/2016				False	0
018-019-501000	Operating Materials			DISCOUNT					
1217 Total:		245.64							
1218	8/31/2016	8.49	0.00	09/09/2016				False	0
001-002-470000	Building Expense			MATERIALS					
1218	8/31/2016	41.43	0.00	09/09/2016				False	0
001-005-501000	Operating Materials & Supp			MATERIALS					
1218	8/31/2016	36.06	0.00	09/09/2016				False	0
011-011-501000	Operating Materials & Supp			MATERIALS					
1218	8/31/2016	86.22	0.00	09/09/2016				False	0
012-107-457000	Office supplies			MATERIALS					
1218	8/31/2016	70.71	0.00	09/09/2016				False	0
013-403-470000	Building			MATERIALS					
1218	8/31/2016	26.95	0.00	09/09/2016				False	0
015-015-501000	Operating Materials & Supp			MATERIALS					
1218	8/31/2016	262.46	0.00	09/09/2016				False	0
017-017-501000	Operating Materials & Sup.			MATERIALS					
1218	8/31/2016	62.95	0.00	09/09/2016				False	0
017-417-501000	Operating materials and suppli			MATERIALS					
1218	8/31/2016	-51.49	0.00	09/09/2016				False	0
017-017-501000	Operating Materials & Sup.			DISCOUNT					
1218 Total:		543.78							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ACE HARDWARE Total:		1,632.83							
ALEXIN ANALYTICAL LABS, INC.									
001650									
27459	8/31/2016	375.00	0.00	09/09/2016				False	0
017-017-472000 Lab Testing				TESTING					
27459 Total:		375.00							
ALEXIN ANALYTICAL L		375.00							
ANDERSON'S WESTERN SALES									
001708									
172426	8/23/2016	24.00	0.00	09/09/2016				False	0
001-005-501000 Operating Materials & Supp				NEMESIS BLK W SMOKE LENS 03514					
172426 Total:		24.00							
ANDERSON'S WESTERN		24.00							
CANON SOLUTIONS AMERICA, INC									
021694									
4020024194	8/31/2016	15.68	0.00	09/09/2016				False	0
001-004-473000 Misc Expense				COPIER 1539734					
4020024194 Total:		15.68							
CANON SOLUTIONS AM		15.68							
CENTERLOGIC, INC.									
011595									
36399	9/6/2016	9.75	0.00	09/09/2016				False	0
001-105-500000 Information services				SERVERS BACKUP					
36399	9/6/2016	9.75	0.00	09/09/2016				False	0
017-417-501000 Operating materials and suppli				SERVERS BACKUP					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
36399	9/6/2016	3.25	0.00	09/09/2016				False	0
001-104-500000	Information services				SERVERS BACKUP				
36399	9/6/2016	78.00	0.00	09/09/2016				False	0
001-002-500000	Computer System Maint.				SERVERS BACKUP				
36399	9/6/2016	9.75	0.00	09/09/2016				False	0
001-103-500000	Information services				SERVERS BACKUP				
36399	9/6/2016	26.00	0.00	09/09/2016				False	0
012-106-500000	Information services				SERVERS BACKUP				
36399	9/6/2016	9.75	0.00	09/09/2016				False	0
012-102-500000	Information services				SERVERS BACKUP				
36399	9/6/2016	13.00	0.00	09/09/2016				False	0
018-019-500000	Computer System Maint.				SERVERS BACKUP				
36399	9/6/2016	19.50	0.00	09/09/2016				False	0
013-402-500000	Information services				SERVERS BACKUP				
36399	9/6/2016	9.75	0.00	09/09/2016				False	0
015-015-500000	Computer System Maint.				SERVERS BACKUP				
36399	9/6/2016	78.00	0.00	09/09/2016				False	0
013-403-500000	Information services				SERVERS BACKUP				
36399	9/6/2016	22.75	0.00	09/09/2016				False	0
001-004-500000	Computer Maintenance				SERVERS BACKUP				
36399	9/6/2016	13.00	0.00	09/09/2016				False	0
012-101-500000	Information services				SERVERS BACKUP				
36399	9/6/2016	22.75	0.00	09/09/2016				False	0
001-100-500000	Information services				SERVERS BACKUP				
36399 Total:		325.00							
CENTERLOGIC, INC. To		325.00							
CINTAS CORPORATION									
037620									
5005855052	8/30/2016	63.77	0.00	09/09/2016				False	0
012-107-457000	Office supplies				REFILL CABINET				
5005855052 Total:		63.77							
5005855053	8/30/2016	64.73	0.00	09/09/2016				False	0
013-403-470000	Building				REFILL CABINET				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	5005855053 Total:	64.73							
	CINTAS CORPORATION	128.50							
CINTAS CORPORATION-463									
006830									
463717474	9/5/2016	47.95	0.00	09/09/2016				False	0
	018-019-470000 Building Expense				MATS				
463717474	9/5/2016	47.96	0.00	09/09/2016				False	0
	018-020-470000 Building Expense				MATS				
	463717474 Total:	95.91							
463717478	9/5/2016	43.53	0.00	09/09/2016				False	0
	013-403-470000 Building				MATS				
	463717478 Total:	43.53							
	CINTAS CORPORATION	139.44							
CITY OF COLUMBIA CITY									
007370									
08262016	9/26/2016	73.27	0.00	09/09/2016				False	0
	017-417-459000 Utilities				001754-001				
	08262016 Total:	73.27							
	CITY OF COLUMBIA CIT	73.27							
COLUMBIA COUNTY TITLE & ESCROW SERVICES, INC									
007699									
16-00811	8/31/2016	85.00	0.00	09/09/2016				False	0
	012-106-554000 Contractual/consulting serv				OWNERSHIP AND ENCUMBRANCE REPORT FIYALKI				
	16-00811 Total:	85.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
16-00812	9/6/2016	85.00	0.00	09/09/2016				False	0
012-106-554000	Contractual/consulting serv				OWNERSHIP AND ENCUMBRANCE REPORT COL RIV				
	16-00812 Total:	85.00							
16-00813	8/31/2016	85.00	0.00	09/09/2016				False	0
012-106-554000	Contractual/consulting serv				OWNERSHIP AND ENCUMBRANCE REPORT GAMET				
	16-00813 Total:	85.00							
16-00814	9/2/2016	85.00	0.00	09/09/2016				False	0
012-106-554000	Contractual/consulting serv				OWNERSHIP AND ENCUMBRANCE REPORT MASTEI				
	16-00814 Total:	85.00							
16-00815	9/2/2016	85.00	0.00	09/09/2016				False	0
012-106-554000	Contractual/consulting serv				OWNERSHIP AND ENCUMBRANCE REPORT DAHLGI				
	16-00815 Total:	85.00							
16-00816	9/2/2016	85.00	0.00	09/09/2016				False	0
012-106-554000	Contractual/consulting serv				OWNERSHIP AND ENCUMBRANCE REPORT PACK				
	16-00816 Total:	85.00							
16-00817	9/6/2016	85.00	0.00	09/09/2016				False	0
012-106-554000	Contractual/consulting serv				OWNERSHIP AND ENCUMBRANCE REPORT HOLCOI				
	16-00817 Total:	85.00							
16-00818	9/7/2016	85.00	0.00	09/09/2016				False	0
012-106-554000	Contractual/consulting serv				OWNERSHIP AND ENCUMBRANCE REPORT 35425 E				
	16-00818 Total:	85.00							
16-00820	9/7/2016	85.00	0.00	09/09/2016				False	0
012-106-554000	Contractual/consulting serv				OWNERSHIP AND ENCUMBRANCE REPORT 58620-58				
	16-00820 Total:	85.00							
16-00821	9/7/2016	85.00	0.00	09/09/2016				False	0
012-106-554000	Contractual/consulting serv				OWNERSHIP AND ENCUMBRANCE REPORT HARPEF				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
16-00821 Total:		85.00							
16-00822	9/7/2016	85.00	0.00	09/09/2016				False	0
012-106-554000 Contractual/consulting serv				OWNERSHIP AND ENCUMBRANCE REPORT 35369 M					
16-00822 Total:		85.00							
COLUMBIA COUNTY TI		935.00							
COLUMBIA RIVER P.U.D.									
008325									
09012016	9/1/2016	7,767.55	0.00	09/09/2016				False	0
018-019-534000 Electrical Energy				38633					
09012016 Total:		7,767.55							
COLUMBIA RIVER P.U.D		7,767.55							
COUNTRY LIVING									
009260									
09072016	9/7/2016	27.97	0.00	09/09/2016				False	0
001-004-512000 Periodicals				SUBSCRIPTION					
09072016 Total:		27.97							
COUNTRY LIVING Total		27.97							
COUNTRY MEDIA INC.									
006800									
243744	8/24/2016	14.00	0.00	09/09/2016				False	0
012-102-526000 Advertisements				RECRUITING RES. 24240					
243744 Total:		14.00							
COUNTRY MEDIA INC. T		14.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
DEMCO, INC.									
010130									
5944868	8/26/2016	411.28	0.00	09/09/2016				False	0
001-004-457000	Office Supplies				PLASTIC SLATWALL DUAL DIC FILAMENT TAPE				
	5944868 Total:	411.28							
	DEMCO, INC. Total:	411.28							
EMMERT MOTORS, INC.									
020693									
11493	8/16/2016	389.82	0.00	09/09/2016				False	0
001-002-510000	Automobile Expense				2012 CHEV TAHOE HEAD LAMP REPAIR				
	11493 Total:	389.82							
11638	8/24/2016	983.59	0.00	09/09/2016				False	0
001-002-510000	Automobile Expense				2012 CHEV TAHOE AC				
	11638 Total:	983.59							
	EMMERT MOTORS, INC	1,373.41							
FLINT TRADING, INC.									
012250									
201600	8/31/2016	89.42	0.00	09/09/2016				False	0
011-011-501000	Operating Materials & Supp				MATERIALS				
	201600 Total:	89.42							
	FLINT TRADING, INC. T	89.42							
GREENLEAF TREE RELIEF LLC									
014167									
16-1189	8/31/2016	1,300.00	0.00	09/09/2016				False	0
011-011-554000	Contractual/Consult Serv.								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	16-1189 Total:	1,300.00							
	GREENLEAF TREE RELI	1,300.00							
HASA 014771 500111	8/22/2016	4,154.66	0.00	09/09/2016				False	0
018-020-527000	Hypochlorite Expense				MULTI-CHLOR				
	500111 Total:	4,154.66							
	HASA Total:	4,154.66							
HOM, REBECCA HOM 09062016	9/6/2016	250.00	0.00	09/09/2016				False	0
001-004-517000	Library Program				HONORARIUM FOR LIBRARY PROGRAM				
	09062016 Total:	250.00							
	HOM, REBECCA Total:	250.00							
HUDSON GARBAGE SERVICE 015875 8972064	9/1/2016	55.89	0.00	09/09/2016				False	0
001-004-459000	Utilities				1554				
	8972064 Total:	55.89							
8972185	9/1/2016	109.63	0.00	09/09/2016				False	0
018-019-459000	Utilites				8333				
8972185	9/1/2016	109.63	0.00	09/09/2016				False	0
018-020-459000	Utilities				8333				
	8972185 Total:	219.26							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
8972334	9/1/2016	83.76	0.00	09/09/2016				False	0
012-107-459000	Utilities			7539					
	8972334 Total:	83.76							
8972335	9/1/2016	83.76	0.00	09/09/2016				False	0
001-002-459000	Utilities			7547					
	8972335 Total:	83.76							
8972336	9/1/2016	78.88	0.00	09/09/2016				False	0
013-403-459000	Utilities			7555					
	8972336 Total:	78.88							
8972337	9/1/2016	417.37	0.00	09/09/2016				False	0
001-005-459000	Utilities			7598					
	8972337 Total:	417.37							
8972338	9/1/2016	309.10	0.00	09/09/2016				False	0
001-110-459000	Utilities			7601					
	8972338 Total:	309.10							
8972339	9/1/2016	199.77	0.00	09/09/2016				False	0
001-005-459000	Utilities			7636					
	8972339 Total:	199.77							
	HUDSON GARBAGE SER	1,447.79							
INGRAM LIBRARY SERVICES, INC.									
016240									
94387727	8/22/2016	-15.59	0.00	09/09/2016				False	0
001-004-511000	Printed Materials			BOOKS 20C7921					
	94387727 Total:	-15.59							
94484159	8/25/2016	30.50	0.00	09/09/2016				False	0
001-004-511000	Printed Materials			BOOKS 20C7921					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
		94484159 Total:							
		30.50							
94484160	8/25/2016	47.55	0.00	09/09/2016				False	0
001-004-483000					Audio Materials	BOOKS 20C7921			
		94484160 Total:							
		47.55							
94484161	8/25/2016	16.67	0.00	09/09/2016				False	0
001-004-511000					Printed Materials	BOOKS 20C7921			
		94484161 Total:							
		16.67							
94484162	8/25/2016	62.08	0.00	09/09/2016				False	0
001-004-511000					Printed Materials	BOOKS 20C7921			
		94484162 Total:							
		62.08							
94484163	8/25/2016	506.64	0.00	09/09/2016				False	0
001-004-511000					Printed Materials	BOOKS 20C7921			
		94484163 Total:							
		506.64							
		INGRAM LIBRARY SERV							
		647.85							
JORDAN RAMIS PC									
030274									
124815	8/25/2016	536.00	0.00	09/09/2016				False	0
012-106-554000					Contractual/consulting serv	LEGAL SERVICES			
		124815 Total:							
		536.00							
124971	8/25/2016	1,078.00	0.00	09/09/2016				False	0
004-410-454000					Attorney	LEGAL SERVICES			
		124971 Total:							
		1,078.00							
125302	8/25/2016	440.00	0.00	09/09/2016				False	0
012-101-454000					Attorney	LEGAL SERVICES			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	125302 Total:	440.00							
	JORDAN RAMIS PC Tota	2,054.00							
JWC ENVIRONMENTAL 016698									
82358	8/19/2016	2,495.93	0.00	09/09/2016				False	0
018-020-501000 Operating Materials & Supplies					82358 S020698 BRUSH BAR				
	82358 Total:	2,495.93							
	JWC ENVIRONMENTAL	2,495.93							
LAWSON PRODUCTS, INC. 018040									
9304316285	8/22/2016	285.33	0.00	09/09/2016				False	0
015-015-501000 Operating Materials & Supp					MATERIALS 10133835				
	9304316285 Total:	285.33							
	LAWSON PRODUCTS, IN	285.33							
MURRAY, SMITH & ASSOC., INC. 020762									
09-1078-77	8/17/2016	1,812.00	0.00	09/09/2016				False	0
010-304-653409 Godfrey Outfall					PROJECT 09-1078 PREFESSIONAL ENGINEER VI SAN				
	09-1078-77 Total:	1,812.00							
	MURRAY, SMITH & ASS	1,812.00							
NORTHERN SAFETY CO., INC. 021152									
902076996	8/25/2016	278.89	0.00	09/09/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
013-403-501000	Operating materials/supplies				MATERIALS				
	902076996 Total:	278.89							
	NORTHERN SAFETY CO	278.89							
NORTHSTAR CHEMICAL, INC.									
021556									
90993	8/29/2016	3,836.60	0.00	09/09/2016				False	0
017-417-527000	Chlorine				SODIUM HYDROXIDE				
	90993 Total:	3,836.60							
	NORTHSTAR CHEMICAL	3,836.60							
OREGON DMV									
023150									
61018-083116	8/31/2016	3.00	0.00	09/09/2016				False	0
001-103-473000	Miscellaneous				61018 CERT COURT PRINT				
	61018-083116 Total:	3.00							
	OREGON DMV Total:	3.00							
PAMPLIN MEDIA GROUP, COMMUNITY NEWSPAPERS/									
031685									
15856566	8/31/2016	117.00	0.00	09/09/2016				False	0
012-102-526000	Advertisements				POLICE OFFICER HELP WANTED				
	15856566 Total:	117.00							
	PAMPLIN MEDIA GROU	117.00							
ROBERTSON, MARK									
ROB									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
09022016	9/2/2016	8.00	0.00	09/09/2016				False	0
001-000-354000 Misc Revenue				PART REFUND FOR PUBLIC REC REQUEST					
	09022016 Total:	8.00							
	ROBERTSON, MARK Tot	8.00							
SCAPPOOSE SAND & GRAVEL									
030050									
12450	8/30/2016	30.00	0.00	09/09/2016				False	0
011-011-501000 Operating Materials & Supp				DUMP FEES					
	12450 Total:	30.00							
	SCAPPOOSE SAND & GR	30.00							
SHERWIN-WILLIAMS									
031345									
2316-5	8/26/2016	120.46	0.00	09/09/2016				False	0
008-008-558104 Events				PAINT					
	2316-5 Total:	120.46							
	SHERWIN-WILLIAMS To	120.46							
STAPLES BUSINESS ADVANTAGE									
031983									
3311587956	8/13/2016	28.03	0.00	09/09/2016				False	0
012-107-457000 Office supplies				OFFICE SUPPLIES					
	3311587956 Total:	28.03							
3312271386	8/20/2016	5.31	0.00	09/09/2016				False	0
012-107-457000 Office supplies				BATTERY					
	3312271386 Total:	5.31							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
3312271388	8/20/2016	25.29	0.00	09/09/2016				False	0
012-107-457000	Office supplies				OFFICE SUPPLIES				
3312271388 Total:		25.29							
3313221754	8/27/2016	1.80	0.00	09/09/2016				False	0
001-103-457000	Office supplies				OFFICE SUPPLIES				
3313221754	8/27/2016	189.18	0.00	09/09/2016				False	0
012-107-457000	Office supplies				OFFICE SUPPLIES				
3313221754 Total:		190.98							
3313221755	8/27/2016	7.80	0.00	09/09/2016				False	0
001-103-457000	Office supplies				OFFICE SUPPLIES				
3313221755 Total:		7.80							
STAPLES BUSINESS AD		257.41							
SUNSET AUTO PARTS, INC.									
020815									
08312016	8/31/2016	115.61	0.00	09/09/2016				False	0
015-015-501000	Operating Materials & Supp				AUTO PARTS				
08312016 Total:		115.61							
SUNSET AUTO PARTS, I		115.61							
TLC TOWING									
033244									
95477	7/29/2016	187.50	0.00	09/09/2016				False	0
011-011-554000	Contractual/Consult Serv.				SWEEPER				
95477	7/29/2016	187.50	0.00	09/09/2016				False	0
018-021-554000	Contractual/Consulting Ser				SWEEPER				
95477 Total:		375.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
TLC TOWING Total:		375.00							
VERIZON WIRELESS									
000720									
9770692054	8/20/2016	110.21	0.00	09/09/2016				False	0
001-105-458000 Telephone expense				871458396-00001					
9770692054	8/20/2016	334.19	0.00	09/09/2016				False	0
013-403-458000 Telecommunication expense				871458396-00001					
9770692054	8/20/2016	173.13	0.00	09/09/2016				False	0
017-417-458000 Telephone expense				871458396-00001					
9770692054	8/20/2016	26.80	0.00	09/09/2016				False	0
018-020-458000 Telecommunication Expense				871458396-00001					
9770692054	8/20/2016	40.01	0.00	09/09/2016				False	0
017-017-458000 Telephone Expense				871458396-00001					
9770692054	8/20/2016	26.80	0.00	09/09/2016				False	0
018-022-458000 Telecommunication expense				871458396-00001					
9770692054	8/20/2016	130.38	0.00	09/09/2016				False	0
013-402-458000 Telecommunication expense				871458396-00001					
9770692054	8/20/2016	35.72	0.00	09/09/2016				False	0
018-019-458000 Telecommunication Expense				871458396-00001					
9770692054 Total:		877.24							
VERIZON WIRELESS To		877.24							
WILCOX & FLEGEL									
037003									
CL34680	8/31/2016	158.08	0.00	09/09/2016				False	0
001-002-531000 Gasoline Expense				POLICE GAS					
CL34680 Total:		158.08							
WILCOX & FLEGEL Tota		158.08							

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

Report Total:

33,957.20

MJB 9/8/16

PETITION FOR TEMPORARY CLOSURE OF CITY STREET(S)

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

I/we, the undersigned, request that the St. Helens City Council allow temporary closure of the following streets.

Street Closure #1			
Street Name	So. 14th Street, St. Helens, Oregon		
Beginning Point	Cowlitz St	Ending Point	Drive through lane on Church property - Corner of Queen Hall
Start Date	Oct 8, 2016	End Date	Oct. 9, 2016
Time to Begin Closure	7:30 am	Time to Reopen	6:00 pm
Purpose of Closure	Fall Festival in Bucani Hall & Church parking lot		
Street Closure #2			
Street Name			
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			
Street Closure #3			
Street Name			
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			

Approval of emergency responders: (required)

	9/7/16		9-7-16		9.7.16
Fire District	Date	Police Department	Date	Public Works	Date
270 Columbia Blvd.	503-397-2990	150 S. 13th St.	503-397-3333	984 Oregon St.	503-397-3532

DECLARATION

I/we understand that any barricades or other devices to close off the street must be provided at my (our) expense or may be provided by the City at my/our expense for specific times and dates. I/we also understand that arrangements for placement of barricades/devices must be made with the Public Works Department (503.397.3532). I/we certify that I/we have notified all affected property owners, business owners and/or tenants in person or in writing of my/our intent to close the street/s listed above and that written consents of each are attached. It is my/our belief that there are no major conflicts with this closure.

Petitioner Signature Phyllis Dahlin for St. Helens Church **Date Signed** 9-06-16
Print Name Phyllis Dahlin **Phone** 503-397-0148
Mailing Address 175 So 13th St. St. Helens, **City, State, Zip** St. Helens Ore 97051

Petitioner Signature Phyllis Dahlin **Date Signed** Sept. 6, 2016
Print Name _____ **Phone** _____
Mailing Address _____ **City, State, Zip** _____

FOR OFFICIAL USE ONLY

Date Rec'd 9-7-16 Rec'd by [Signature] Date sent to CC 9-7-16 City Council Approved Denied Meeting date _____

Attested _____, City Administrator Date _____

**Public works cones needed*

RECEIVED

SEP - 7 2016

CITY STREET CLOSURE CONSENT FORM

CITY OF ST. HELENS

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

Applicant St. Frederic Catholic Church Phone 503-397-0148
 Name of Event Fall Festival Date(s) of Event Oct 8 & 9 Time(s) 7:30 am - 6 pm
 Street(s) to be closed for event So. 14th St., St. Helens, Oregon 97051

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

Business name Lot. Elev. Feed & Seed
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature [Signature]
 Printed name D. Ganson
 Date signed 9-07-16

Business name Braun, CPA
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature Judi A. Brauckin
 Printed name Judi Brauckin
 Date signed 9/7/16

Business name Sommer Financial Mgmt.
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature Misty Chatterley
 Printed name Misty Chatterley
 Date signed 9-7-16

Business name _____
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature _____
 Printed name _____
 Date signed _____

Business name _____
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature _____
 Printed name _____
 Date signed _____

Business name _____
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature _____
 Printed name _____
 Date signed _____

Business name _____
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature _____
 Printed name _____
 Date signed _____

Business name _____
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature _____
 Printed name _____
 Date signed _____

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

175 S 13th St, St Helens, OR 97051
Street View · Search nearby



PETITION FOR TEMPORARY CLOSURE OF CITY STREET(S)

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

I/we, the undersigned, request that the St. Helens City Council allow temporary closure of the following streets.

* we still would like to see/have updated maps.

Street Closure #1			
Street Name	Plaza Square Streets		
Beginning Point		Ending Point	
Start Date	10/1, 10/8, 10/9, 10/10	End Date	10/15, 10/16, 10/22, 10/23, 10/29, 10/30
Time to Begin Closure	6:00am	Time to Reopen	1:00pm
Purpose of Closure	Spirit of Halloweentown Activities		
Street Closure #2			
Street Name	Strand Street		
Beginning Point	Plaza Square	Ending Point	City Hall Employee Parking
Start Date		End Date	
Time to Begin Closure	6:00am	Time to Reopen	1:00pm
Purpose of Closure	Spirit of Halloweentown Activities		
Street Closure #3			
Street Name	South 1st Street		
Beginning Point	St. Helens Street	Ending Point	Cowlitz Street
Start Date	10/8/16	End Date	10/9/16
Time to Begin Closure	6:00am	Time to Reopen	
Purpose of Closure	Spirit of Halloweentown		

Approval of emergency responders: (required)

(Jeff Ancher) 8/14/16 See attached 9-14-16

Fire District	Date	Police Department	Date	Public Works	Date
270 Columbia Blvd.	503-397-2990	150 S. 13 th St.	503-397-3333	984 Oregon St.	503-397-3532

DECLARATION

I/we understand that any barricades or other devices to close off the street must be provided at my (our) expense or may be provided by the City at my/our expense for specific times and dates. I/we also understand that arrangements for placement of barricades/devices must be made with the Public Works Department (503.397.3532). I/we certify that I/we have notified all affected property owners, business owners and/or tenants in person or in writing of my/our intent to close the street/s listed above and that written consents of each are attached. It is my/our belief that there are no major conflicts with this closure.

Petitioner Signature <u><i>Tina Conard</i></u>	Date Signed <u>Sept 6, 2016</u>
Print Name <u>Tina Conard</u>	Phone _____
Mailing Address _____	City, State, Zip _____
Petitioner Signature <u><i>Tina Conard</i></u>	Date Signed <u>Sept 6, 2016</u>
Print Name <u>Tina Conard</u>	Phone _____
Mailing Address _____	City, State, Zip _____

FOR OFFICIAL USE ONLY

Date Rec'd _____ Rec'd by _____ Date sent to CC _____ City Council Approved Denied Meeting date _____

Attested _____, City Administrator Date _____

PETITION FOR TEMPORARY CLOSURE OF CITY STREET(S)

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

I/we, the undersigned, request that the St. Helens City Council allow temporary closure of the following streets.

Street Closure #1			
Street Name	Plaza Square Streets		
Beginning Point		Ending Point	
Start Date	10/1, 10/8, 10/9, 10/10	End Date	10/15, 10/16, 10/22, 10/23, 10/29, 10/30
Time to Begin Closure	6:00am	Time to Reopen	1:00am
Purpose of Closure	Spirit of Halloweentown Activities		
Street Closure #2			
Street Name	Strand Street		
Beginning Point	Plaza Square	Ending Point	City Hall Employee Parking
Start Date		End Date	
Time to Begin Closure	6:00am	Time to Reopen	1:00am
Purpose of Closure	Spirit of Halloweentown Activities		
Street Closure #3			
Street Name	South 1st Street		
Beginning Point	St. Helens Street	Ending Point	Cowlitz Street
Start Date	10/8/16	End Date	10/9/16
Time to Begin Closure	6:00am	Time to Reopen	
Purpose of Closure	Spirit of Halloweentown		

Approval of emergency responders: (required)

[Signature] 9-13-16

Fire District	Date	Police Department	Date	Public Works	Date
270 Columbia Blvd.	503-397-2990	150 S. 13 th St.	503-397-3333	984 Oregon St.	503-397-3532

DECLARATION

I/we understand that any barricades or other devices to close off the street must be provided at my (our) expense or may be provided by the City at my/our expense for specific times and dates. I/we also understand that arrangements for placement of barricades/devices must be made with the Public Works Department (503.397.3532). I/we certify that I/we have notified all affected property owners, business owners and/or tenants in person or in writing of my/our intent to close the street/s listed above and that written consents of each are attached. It is my/our belief that there are no major conflicts with this closure.

Petitioner Signature <i>Tina Canard</i>	Date Signed <i>Sept 6, 2016</i>
Print Name <i>Tina Canard</i>	Phone _____
Mailing Address <i>PO Box 278</i>	City, State, Zip <i>St. Helens</i>
Petitioner Signature <i>Tina Canard</i>	Date Signed <i>Sept 6, 2016</i>
Print Name <i>Tina Canard</i>	Phone _____
Mailing Address _____	City, State, Zip _____

FOR OFFICIAL USE ONLY

Date Rec'd _____ Rec'd by _____ Date sent to CC _____ City Council Approved Denied Meeting date _____

Attested *[Signature]*, City Administrator Date *9/13/16*

Heidi Davis

Subject: FW: Spirit of Halloweentown SUP 2016

From: Terry Moss
Sent: Wednesday, September 14, 2016 4:14 PM
To: Anya Moucha
Cc: Heidi Davis
Subject: Re: Spirit of Halloweentown SUP 2016

Yes. Heidi has used my emails as a signature in the past. Let's do the same with this one. Thanks

Terry

Sent from my iPhone

From: Anya Moucha
Sent: Wednesday, September 14, 2016 3:09 PM
To: Tina Curry; Heidi Davis; Terry Moss
Cc: 'Jeff Pricher'; John Walsh; Kathy Payne
Subject: RE: Spirit of Halloweentown SUP 2016

Hi Terry,

If we switch the alcohol to an enclosed area and remove the "Preparations have been made with the St. Helens Police Department" portion of the special use permit, are you comfortable signing?

From: Tina Curry [tina@e2cproductions.com]
Sent: Wednesday, September 14, 2016 1:48 PM
To: Heidi Davis; Terry Moss
Cc: 'Jeff Pricher'; Anya Moucha; John Walsh; Kathy Payne
Subject: RE: Spirit of Halloweentown SUP 2016

Terry, We have decided to not do open container – we are going to have it enclosed in a designated area like 13 Nights does. This takes a lot of pressure off of you and everyone else that has to deal with security.

Cheers!

Tina Curry
E2C Corporation
2316 NE Minnehaha Street
Vancouver, WA 98665
United States of America
Third Planet from the Sun
360-693-6023
toll free 800-422-0251
971-245-3720 Fax
tina@e2cproductions.com
www.behindthelineconsulting.com
www.chitchatchew.com
www.montereywine.com
www.nwfoodandwinefestival.com

CITY STREET CLOSURE CONSENT FORM

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

Applicant Tina Cannon Phone 360-241-6456
 Name of Event Spirit of Halloween Town Date(s) of Event 10/8, 10/9 Time(s) All day
 Street(s) to be closed for event S. 1st Street

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

Business name Artifacts
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature [Signature]
 Printed name PATRICIA FOLBES
 Date signed 8/19/16

Business name The Woodland Cottage
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature [Signature]
 Printed name Courtney Allison
 Date signed 8-26-16

Business name JCs Vender Mall
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature [Signature]
 Printed name Mitzi Ponce
 Date signed 19 Aug 2016

Business name Columbia Theatre
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature [Signature]
 Printed name Jessica Offley
 Date signed 8-26-16

Business name Bobbie's Cutst
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature [Signature]
 Printed name Bobbie Crausser
 Date signed 8-19-16

Business name Judy
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature [Signature]
 Printed name Jill Owens
 Date signed 8/26/16

Business name BEARS DEN
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature [Signature]
 Printed name CHELIE R. ELLIOTT
 Date signed 8-26-16

Business name Scandalous Hair Design
 I/We consent to street closure
 I/We DO NOT consent to street closure
 Signature [Signature]
 Printed name Cathy Miller
 Date signed 8-26-16

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

CITY STREET CLOSURE CONSENT FORM

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

Applicant *Lina Cannard* Phone *Sept 6, 2016*
 Name of Event *Spirit of Halloweentown* Date(s) of Event *10/8/16, 10/9/16* Time(s) *All day*
 Street(s) to be closed for event *S 1st Street*

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

Business name <u><i>CrossFit St Helens</i></u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u><i>[Signature]</i></u> Printed name <u><i>Carleen Mathews</i></u> Date signed <u><i>9/16/16</i></u>
Business name <u><i>Captain Studleys</i></u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u><i>[Signature]</i></u> Printed name <u><i>Phil Fake</i></u> Date signed <u><i>9-9-16</i></u>
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____

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

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

CITY STREET CLOSURE CONSENT FORM

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

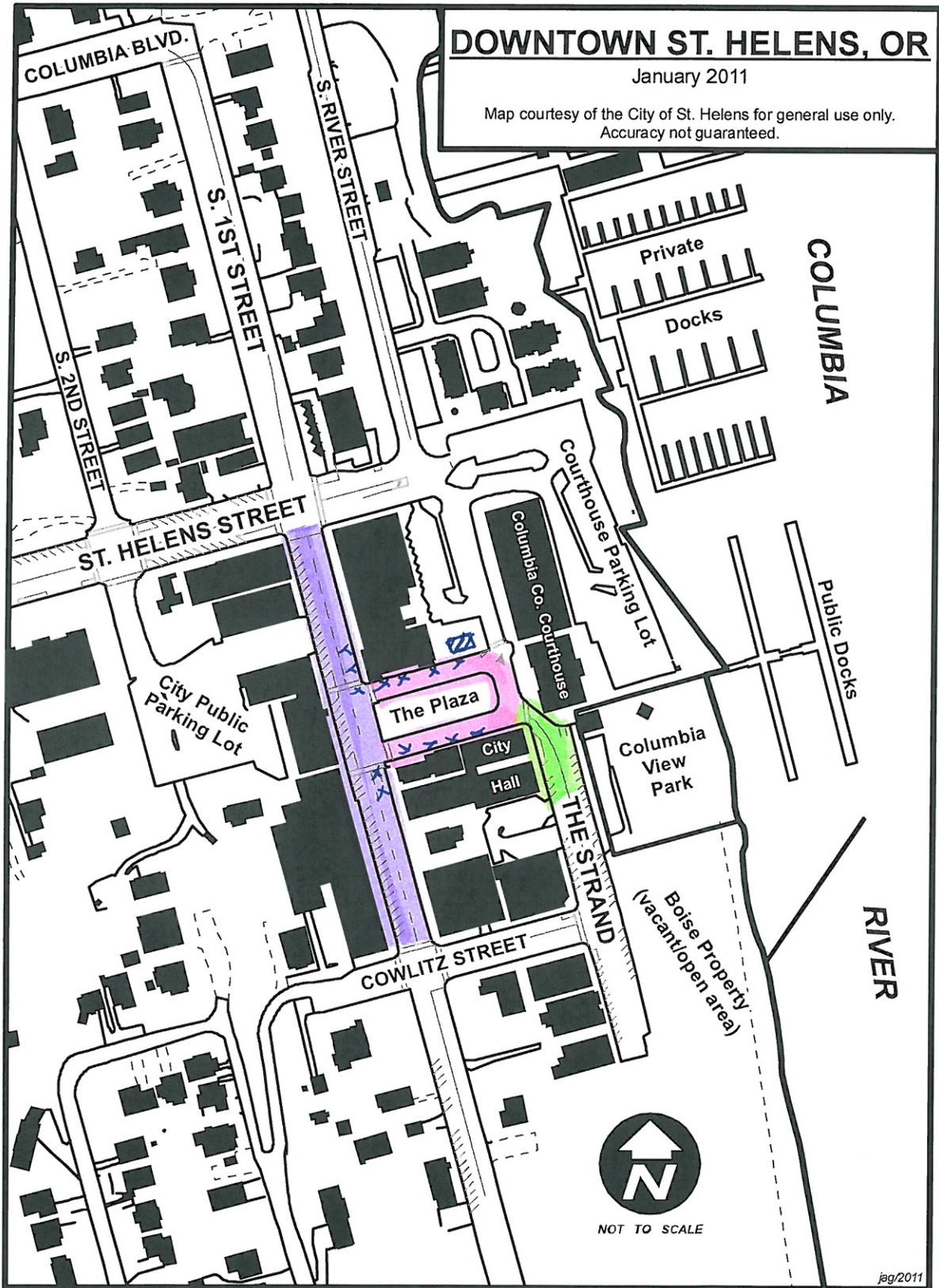
Applicant Lina Casnard Phone 360 241 6456
 Name of Event Spirit of Halvewentown Date(s) of Event 10/1, 10/8, 10/9, 10/15, 10/16, 10/22, 10/23, 10/29, 10/30, 10/31 Time(s) All day
 Street(s) to be closed for event Plaza square

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

Business name <u>St. Helens Computer</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>Paul Terhone</u> Printed name <u>Paul Terhone</u> Date signed <u>9/9/2016</u>
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____

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

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



- Plaza closure - 10/1, 10/8, 10/9, 10/15, 10/16, 10/22, 10/23
- Stand closure - 10/1, 10/8, 10/9, 10/15, 10/29, 10/30, 10/31, 10/16, 10/22, 10/23, 10/29, 10/30, 10/31
- S. 1st Street closure - 10/8, 10/9

- * vendor carts
- [Symbol] Shoestring Players Ticket booth

PETITION FOR TEMPORARY CLOSURE OF CITY STREET(S)

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

I/we, the undersigned, request that the St. Helens City Council allow temporary closure of the following streets.

Street Closure #1			
Street Name	Milton Way		
Beginning Point	Columbia Blvd	Ending Point	St. Helens Str.
Start Date	Oct. 1, 2016	End Date	Oct 1, 2016
Time to Begin Closure	4:15	Time to Reopen	End of Parade
Purpose of Closure	Chamber of Commerce Spirit of Nalloweentown Parade		
Street Closure #2			
Street Name	Columbia Blvd		
Beginning Point	N Hwy 30	Ending Point	To 1st Str.
Start Date	Oct 1, 2016	End Date	Oct 1, 2016
Time to Begin Closure	4:15	Time to Reopen	End of Parade
Purpose of Closure	See above - Parade		
Street Closure #3			
Street Name	1st Street		
Beginning Point	Columbia Blvd	Ending Point	Veneer Plant Lot
Start Date	Oct 1, 2016	End Date	Oct 1, 2016
Time to Begin Closure	4:15	Time to Reopen	End of Parade
Purpose of Closure	See above - Parade		

Approval of emergency responders: (required)

 7/29/16	 09/29/16	 8-1-16	
Fire District 270 Columbia Blvd.	Date 503-397-2990	Police Department 150 S. 13 th St.	Date 503-397-3333
		Public Works 984 Oregon St.	Date 503-397-3532

DECLARATION

I/we understand that any barricades or other devices to close off the street must be provided at my (our) expense or may be provided by the City at my/our expense for specific times and dates. I/we also understand that arrangements for placement of barricades/devices must be made with the Public Works Department (503.397.3532). I/we certify that I/we have notified all affected property owners, business owners and/or tenants in person or in writing of my/our intent to close the street/s listed above and that written consents of each are attached. It is my/our belief that there are no major conflicts with this closure.

Petitioner Signature Stephanie Patterson **Date Signed** 8/1/2016

Print Name Stephanie Patterson Phone 503-369-2636

Mailing Address 17, Crescent Drive City, State, Zip St. Helens, OR 97051

Petitioner Signature _____ **Date Signed** _____

Print Name _____ Phone _____

Mailing Address _____ City, State, Zip _____

FOR OFFICIAL USE ONLY

Date Rec'd _____ Rec'd by _____ Date sent to CC _____ City Council Approved Denied Meeting date _____

Attested , City Administrator Date 9/13/16

Oct. 1st 4:30p.m.

Navigate using Bookmarks or by clicking on an agenda item.

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

CITY STREET CLOSURE CONSENT FORM

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

Applicant Stephanie Patterson Phone 503-397-0685
 Name of Event South Columbia Co. Chamber of Commerce
Spirits of Halloween ^{Kick off} Parade Date(s) of Event Oct. 1, 2016 Time(s) 4:30 p.m.
 Street(s) to be closed for event Milton Way, Columbia Blvd, 1st Str.

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

Business name <u>Ernest Motors</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>[Signature]</u> Printed name _____ Date signed <u>7/29/16</u>
Business name <u>Noulton Bakery</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>[Signature]</u> Printed name _____ Date signed <u>7/29/16</u>
Business name <u>Alterations</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>[Signature]</u> Printed name <u>Kristen Brango (manager)</u> Date signed <u>7/29/16</u>
Business name <u>Sunshine Pizza</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>[Signature]</u> Printed name _____ Date signed <u>7/29/16</u>

Business name <u>Bertucci's</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>[Signature]</u> Printed name <u>Shannon Vaerewyck</u> Date signed <u>7-29-16</u>
Business name <u>Richardson's</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>[Signature]</u> Printed name <u>CHRISTOPHER KIRBY</u> Date signed <u>7-29-2016</u>
Business name <u>The Chronicle</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>[Signature]</u> Printed name <u>Don Patterson</u> Date signed <u>7/29/16</u>
Business name <u>Columbia Funeral Home</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>[Signature]</u> Printed name <u>Bea Crawford</u> Date signed <u>8-1-16</u>

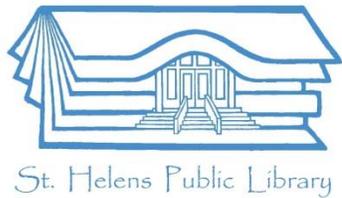
**Return this to City Hall with your
Petition for Temporary Closure of City Street(s)**

Route: South County
Chamber of Commerce
Spirit of Halloween Town
Parade -

Parade 2016

- Parade Route
- Wastewater Treatment Pond
- City Parks





September 2016

From: Margaret Jeffries, Library Director

To: The Mayor and Members of the City Council

Subject: Declare Surplus Library Equipment

The St. Helens Public Library requests that the following list of items be declared surplus and that we are authorized to dispose of the property through sale, donation or discard.

Quantity	Type	Brand or further description	Model number, if known	Serial number, if known	Working condition
8	Computer	Lenovo	9645-W9J	LKDXZBG LKDYADF LKDYADL LKDYABZ LKDYAHA LKDXZKG LKDXZHX LKDXZNK	Hard drives removed. XP based machines
1	External hard drive	Western Digital	<i>my passport</i>	WX21E43TY258	Does not work
1	Monitor	HP	L1908w	3CQ8282DVC	Does not work
1	Fuser assembly	Kyocera			Does not work

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 09/08/2016 - 4:08PM
 Batch: 00005.09.2016 - AP 9/9/16 OVER 10K



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
BOEDE CONSTRUCTION 003744								False	0
08292016	8/29/2016	46,882.50	0.00	09/09/2016	PROJECT S-640 2016 MANHOLE REHAB PROJECT				
010-303-653308 Man Hole Rehab									
	08292016 Total:	46,882.50							
	BOEDE CONSTRUCTION	46,882.50							
CITY OF PORTLAND 025636								False	0
10223449	8/22/2016	12,264.96	0.00	09/09/2016	FY 16-17 ANNUAL BILLING 7-1-16/6/30/17 ACCT 5044.				
001-002-502000 Equipment Expense									
	10223449 Total:	12,264.96							
	CITY OF PORTLAND Tot	12,264.96							
E2C CORPORATION E2C								False	0
3963	9/6/2016	11,203.16	0.00	09/09/2016	FRIGHT PROPS CHOTSKYS SHIRTS, SIGN FB ADS PR				
008-008-558104 Events									
	3963 Total:	11,203.16							
	E2C CORPORATION Tota	11,203.16							

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

Report Total: 70,350.62 *MW* *9/8/16*