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## City of St. Helens COUNCIL AGENDA

**Wednesday, July 20, 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. **PROCLAMATION – American Cancer Society Relay for Life® Paint the Town Purple – July 25, 2016**
4. **INVITATION TO CITIZENS FOR PUBLIC COMMENT – *Limited to five (5) minutes per speaker.***
5. **ANNUAL REPORT FROM MUNICIPAL JUDGE CINDY PHILLIPS**
6. **ORDINANCES – Final Reading**
  - A. **Ordinance No. 3207:** An Ordinance Establishing a Three Percent Tax on the Sale of Marijuana Items by a Marijuana Retailer in the City of St. Helens
7. **ORDINANCES – First Reading**
  - A. **Ordinance No. 3208:** An Ordinance Amending the St. Helens Municipal Code Chapter 12.20 Regarding Camping in the Public Rights of Way and on Public Property
8. **RESOLUTIONS**
  - A. **Resolution No. 1753:** A Resolution Approving Referral to the Electors of the City of St. Helens at the November 8, 2016 General Election, the Question of Whether to Establish a Three Percent Tax on the Sale of Marijuana Items by a Marijuana Retailer in the City of St. Helens

**PUBLIC COMMENT – Increase in Garbage & Recycling Rates**

  - B. **Resolution No. 1754:** A Resolution Establishing Garbage & Recycling Rates and Superseding Resolution No. 1700
  - C. **Resolution No. 1755:** A Resolution of the Common Council of the City of St. Helens, Oregon Adopting Budget, Making Appropriations, and Levying Taxes for the Fiscal Year Beginning July 1, 2016, Superseding Resolution No. 1750
  - D. **Resolution No. 1756:** A Resolution Authorizing the Execution and Delivery of a Master Tax-Exempt Lease Purchase Agreement, and Related Instruments, and Determining Other Matters in Connection Therewith
9. **AWARD CONTRACT FOR SAND ISLAND NORTH DOCK REPAIR PROJECT**
10. **AWARD CONTRACT FOR 2016 ASPHALT PATCHING PROJECT TO S-2 CONTRACTORS, INC.**
11. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
  - A. Agreement with SpyGlass Group, LLC for Snapshot Audit of Primary Telecommunications Services
  - B. Agreement with Penny Hummel Consulting for Library Strategic Planning Services
  - C. Agreement with Mason, Bruce & Girard for Forestry Management Services

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.

- D. [RATIFY] Satisfaction of Mortgage for CAT Loan Payoff – 141 Allendale Drive (Harwood)
- E. Public Sewer Easement Encroachment License – West side of N. River Street (St. Helens Marina)
- F. Outcall Notification & Alerting Services Letter Agreement for Columbia Alert Network
- G. Agreement for Crisis Intervention Team Coordinator
- H. Oregon State Marine Board Grant Agreement for North Sand Island Marine Park Boating Improvements
- I. [RATIFY] First Amendment to CR Contracting Public Improvement Contract for Crack Sealing
- J. Contract Payments

12. **APPOINTMENTS TO CITY BOARDS & COMMISSIONS**

13. **CONSENT AGENDA FOR ACCEPTANCE**

- A. Planning Commission Minutes dated May 10 & June 14, 2016
- B. Library Board Minutes dated April 12, May 23 & June 21, 2016
- C. Accounts Payable Bill List

14. **CONSENT AGENDA FOR APPROVAL**

- A. Exclusive Use Permit: Women's Softball, Campbell Park Fields 1&2, August 8 – Sept. 30
- B. Council Work Session, Public Hearing and Regular Session Minutes dated June 1, 2016
- C. Accounts Payable Bill List

15. **MAYOR PETERSON REPORTS**

16. **COUNCIL MEMBER REPORTS**

17. **DEPARTMENT REPORTS**

18. **ADJOURN**



# PROCLAMATION

City of St. Helens  
By Mayor Randy Peterson

## *American Cancer Society Relay For Life® Paint the Town Purple July 25, 2016*

WHEREAS, Relay For Life is the signature activity of the American Cancer Society and celebrates cancer survivors and caregivers, remembers loved ones lost to the disease, and empowers individuals and communities to fight back against cancer; and

WHEREAS, money raised during Relay For Life of Columbia County supports the American Cancer Society's mission of saving lives and creating a world with less cancer and more birthdays – by helping people stay well, by helping people get well, by finding cures for cancer and by fighting back; and

WHEREAS, Relay For Life helped fund more than \$150 million in cancer research last year;

NOW, THEREFORE, BE IT RESOLVED, that I, Randy Peterson, Mayor of St. Helens, do hereby proclaim July 24-30, 2016 as, "PAINT THE TOWN PURPLE WEEK" in Columbia County and encourage citizens to participate in the Relay For Life event at St. Helens High School on July 30, 2016.

- The American Cancer Society will "Paint the Town Purple" in celebration of its annual Relay For Life event. On **Monday, July 25, 2016**, Relay For Life volunteers will be contacting area groups, churches, and businesses to encourage community members to form teams for the Relay For Life of **Columbia County**. This is the community's opportunity to join the American Cancer Society's signature fundraising event.
- This year's Relay For Life of **Columbia County** will be held at **St. Helens High School on Saturday, July 30, 2016 at 10 a.m.** Relay brings together friends, families, businesses, hospitals, schools, faith based groups –people from all walks of life – all aimed at celebrating the lives of those who have had cancer, remembering those lost, and fighting back against the disease. Relay For Life events are held as individuals and teams gather at an athletic track, park or other gathering area, with the goal of keeping at least one team member on the track or pathway at all times throughout the evening. Teams do most of their fundraising prior to the event, but some teams also hold creative fundraisers at their Relay.
- After 100 years of saving lives and creating more birthdays, the American Cancer Society continues to lead the way in helping transform cancer from deadly to treatable and from treatable to preventable.

Today, 2 out of 3 people diagnosed with cancer are surviving for at least 5 years. In fact, more than 400 people a day in the US are celebrating birthdays that would have otherwise been lost to the disease. We've contributed to a 20 percent decline in cancer death rates in the US since the early 1990s. That means that thanks to event such as Relay For Life, the Society has saved nearly 1.2 million lives.

MAYOR:

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Randy Peterson, Mayor

ATTEST:

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Kathy Payne, City Recorder

*Place  
Gold  
Seal &  
Stamp  
Here*



## MEMORANDUM

CITY OF ST. HELENS

DATE: July 13, 2016

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TO: Randy Peterson, Mayor  
City Councilors  
John Walsh, City Administrator  
Jon Ellis, Finance Director

FROM: Cynthia L. Phillips, Municipal Court Judge

RE: Municipal Judge's Report FY 15/16 (Period Ending 6-8-16)

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After many months of no court reports, I am happy to provide this View from the Bench.

As you can tell from the Municipal Court report, the Municipal Court continues to provide excellent service to the City. Cases are being filed and processed in a timely manner and, for the most part, people who violate the law are held accountable for their actions. I would also remind Council that we continue to do more with less, as we projected we would be able to do when the court was "right sized" in FY 2012/2013. Of course, this has very little to do with me – it has everything to do with the personnel who work for the court and prosecutor's office. I don't think I have ever seen a more dedicated group of employees. Each and every one of them is willing and able to drop whatever they are doing to provide excellent customer service to a citizen who needs information or assistance. In addition, none of our employees are "clock watchers." All of them are willing to put in extra hours if the need arises. And, the need has arisen several times in the last year. It is an honor to be able to work with such a fine group of people.

Looking at the court report, I would like to comment on a couple of the forward-looking items at the end of the report. Specifically, I would like Council to consider having some sort of verification process to make sure that defendants who request court-appointed counsel are truly eligible for it. I have always had to accept at face value the word of the defendants who, if he qualifies, will be able to receive legal services from a competent and experienced attorney for \$40 an hour. Recently, there was a gentleman who was charged with a traffic crime who indicated that he had not worked for a number of years, had no money, lived on food stamps, etc. I appointed an attorney to represent him and the gentleman accepted the prosecutor's plea offer. Since the defendant had claimed to be indigent, I set him up on a payment agreement whereby he was to pay his fines costs and assessments, totaling approximately \$2,500, including \$120 of court-appointed attorney's fees for 3 hours of legal work, at the rate of \$25 per month. Within 30 days from sentencing, this gentleman paid off his entire obligation to the city. The fact that this gentleman could get his hands on over \$2,500 within a month after being sentenced caused me to wonder just how truthful he had been when he told me he was indigent. Bottom line - this gentleman obtained almost \$1,000 worth of legal services for \$140, a benefit for which he was probably not eligible. On the bright side, the city was reimbursed for the court-appointed attorney's fees that it paid to his attorney. If the city could contract with someone have the time and expertise to investigate the financial circumstances of persons wishing to obtain court appointed attorney services, only those defendant who truly qualify for such accommodations would receive them.

Adding to the problem delineated above, it is getting harder and harder to find attorneys who are willing to represent indigent defendants and receive 1/3 to 1/5 of a normal private attorney hourly rate as payment for their hard work. When I began as the Judge in January 2012, we had approximately 10 attorneys on the Court Appointed Attorney list from whom I could draw. In the last year to 18 months, I have been told by at least 5 of these Court Appointed Attorney list members that they will no longer be able to work on cases other than those for Circuit Court. Recently there has been a change in the way the state courts handle indigent defense issues and many attorneys have had to give up their freedom to handle private matters and other courts (other than Circuit), in exchange for a “guarantee” that they will be appointed to handle a certain number of indigent defense cases. The State Court system has essentially made these attorneys employees of the state, without the attendant benefits. At least, that is how it has been explained to me by one of our former Court Appointed Attorney list members. Of the remainder, one was appointed to be a judge and later became a deputy district attorney and another has closed his law practice. So, from the approximately 10 court-appointed attorneys that I could draw from in 2012, the list has dwindled to 4.

I am actively seeking additional attorneys who would be willing to represent indigents. At the last Columbia County Bar Association meeting, I made an impassioned plea to the defense attorneys present, asking them to accept Court appointments from our Municipal Court. I was asked what the rate of compensation was and I told them \$40 an hour, but that I was going to Council to ask if we could increase that amount. I know that other courts pay an hourly fee and the fee ranges anywhere from \$40 an hour to \$100 an hour. After the meeting, one defense attorney talked with me at length about our needs and told me he might be interested in the near future but that \$40/ hour barely covered his overhead, not to mention having any funds left over to pay his wages. He said that he would, for all intents and purposes, be donating his time. He told me that the State Court system pays \$320 per case, whether the case settles or goes to trial. Having payment to counsel be made on a per case basis as opposed to a per hour basis might be a better way to handle payment. There would be more certainty on the part of the Court in assessing fees upon conviction – just count up the number of cases the defendant has taken care of and multiply by \$320. At the present time, I ask the attorney during sentencing how many hours they have put in and multiply by \$40. One possible drawback to the “per case” payment method is that the defendant would know at the beginning that whether he entered a guilty plea or went to trial, the cost to him/her would still be the same - \$320. As a practical matter, though, I’m fairly certain that the people who demand a jury trial do not consider the financial consequences of a trial at \$40 per hour, any more than they consider their behavior prior to being arrested. I will continue to work on this issue and provide Council with data and proposed solutions to the problem, probably at the next quarterly report which I anticipate would be in August or September.

On a personal note, as of August, I will no longer be living out of County. I am taking the part time position of Museum Director for the Caples House Museum and will be living in the caretaker apartment in Columbia City. I look forward to being much better rested on court days (not having to drive two and a half hours per day to get to work and back) and more accessible to Council, administration, police and city staff on a daily basis. I’m just not looking forward to the actual move!

Thank you for your continued support of your local Municipal Court, its employees, and your support of me as your judge. If you have any questions or comments, please come see me, call me or email me. I would love to talk to each of you and make sure that this court is living up to your expectations and vision for the citizens of city of St. Helens.



**City of St. Helens**  
**ORDINANCE NO. 3207**

**AN ORDINANCE ESTABLISHING A THREE PERCENT TAX ON THE  
SALE OF MARIJUANA ITEMS BY A MARIJUANA RETAILER IN THE  
CITY OF ST. HELENS**

**WHEREAS**, Section 34a of House Bill 3400 (2015) (codified at ORS 475B.345) provides that a city council may adopt an ordinance to be referred to the voters that imposes up to a three percent tax or fee on the sale of marijuana items by a marijuana retailer in the area subject to the jurisdiction of the city; and

**WHEREAS**, the St. Helens City Council wishes to exercise that power to tax the sale of marijuana items by a marijuana retailer in the City of St. Helens.

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

**SECTION 1.** St. Helens Municipal Code is amended by adding a new Chapter 5.38 Recreational Marijuana Tax, as provided in Exhibit A.

**SECTION 2.** Severability. The sections, subsections, paragraphs and clauses of this Ordinance or any intergovernmental agreement with the State of Oregon are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

**SECTION 3.** Savings. Notwithstanding any amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced, shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions thereof were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

**SECTION 4.** Intergovernmental Cooperation. After the effective date of this Ordinance, the City may enter into an agreement whereby the State of Oregon, by and through any state department or agency, is responsible for the administration, collection, distribution or enforcement of the tax authorized under this chapter, either in full or in part, without needing to obtain voter approval.

**SECTION 5.** Referral. This Ordinance shall be referred to the electors of St. Helens at the next statewide general election on Tuesday, November 8, 2016.

**SECTION 6.** Effective Date. This Ordinance shall be effective upon certification by the County Elections Official that it has received voter approval at an election conducted on November 8, 2016.

Read the first time: June 15, 2016  
Read the second time: July 20, 2016

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

Ayes:

Nays:

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Randy Peterson, Mayor

ATTEST:

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Kathy Payne, City Recorder

## Exhibit A

### Chapter 5.38 RECREATIONAL MARIJUANA TAX

- 5.38.010 Purpose
- 5.38.015 Definitions
- 5.38.020 Tax Imposed
- 5.38.025 Amount and Payment, Deductions
- 5.38.030 Marijuana Retailer Responsible for Payment of Tax
- 5.38.035 Penalties and Interest
- 5.38.040 Appeal
- 5.38.045 Refunds
- 5.38.050 Actions to Collect
- 5.38.055 Violation
- 5.38.060 Confidentiality
- 5.38.065 Audit of Books, Records, or Persons
- 5.38.070 Forms and Regulations
- 5.38.075 Intergovernmental Agreement

#### 5.38.010 Purpose

The purpose of this chapter is to impose a three percent tax upon the retail sale of marijuana items by marijuana retailers in the City of St. Helens.

#### 5.38.015 Definitions

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

1. "Consumer" means a person who purchases, acquires, owns, holds or uses marijuana items other than for purposes of resale.
2. "Director" means the Finance Director for the City of St. Helens or his or her designee.
3. "Retail sale price" means the price paid for a marijuana item, excluding tax, to a marijuana retailer by or on behalf of a consumer of the marijuana item.
4. "Marijuana item" has the meaning given that term in ORS 475B.015(16).
5. "Person" means natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or any group or combination acting as a unit, including the

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

6. "Marijuana retailer" means any person who is required to be licensed or registered or has been licensed or registered by the State of Oregon to provide marijuana items to consumers for money, credit, property or other consideration.
7. "Retail sale" or "Sale" means the exchange, gift or barter of a marijuana item by any person to a consumer.
8. "Tax" means either the tax payable by the marijuana retailer or the aggregate amount of taxes due from a marijuana retailer during the period for which the marijuana retailer is required to report collections under this chapter.
9. "Taxpayer" means any person obligated to account to the Director for taxes collected or to be collected, or from whom a tax is due, under the terms of this chapter.

#### **5.38.020 Tax Imposed**

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

#### **5.38.025 Amount and Payment, Deductions**

In addition to any fees or taxes otherwise provided for by law, every marijuana retailer engaged in the sale of marijuana items in the City of St. Helens shall pay a tax of three percent (3%) of the retail sale price paid to the marijuana retailer of marijuana items. The tax shall be collected at the point of sale of a marijuana item by a marijuana retailer at the time at which the retail sale occurs and remitted by each marijuana retailer that engages in the retail sale of marijuana items.

#### **5.38.030 Marijuana Retailer Responsible for Payment of Tax**

1. Every marijuana retailer shall obtain a business license and a marijuana-related business license from the City of St. Helens pursuant to SHMC 5.04 and 5.30. The marijuana retailer will indicate on the license application whether the marijuana retailer is licensed by or registered with the State of Oregon to provide marijuana items to consumers for money, credit, property or other consideration.



2. Every marijuana retailer shall, on or before the last day of the month following the end of each calendar quarter (in the months of April, July, October and January) make a return to the Director, on forms provided by the City, specifying the total sales subject to this chapter and the amount of tax collected under this chapter. The marijuana retailer may request or the Director may establish shorter reporting periods for any marijuana retailer if the marijuana retailer or Director deems it necessary in order to ensure collection of the tax and the Director may require further information in the return relevant to payment of the tax. A return shall not be considered filed until it is actually received by the Director.
3. At the time the return is filed, the full amount of the tax collected shall be remitted to the Director.
4. Non-designated payments shall be applied in the order of the oldest liability first, with the payment credited first toward any accrued penalty, then to interest, then to the underlying tax until the payment is exhausted. Crediting of a payment toward a specific reporting period will be first applied against any accrued penalty, then to interest, then to the underlying tax. If the Director, in his or her sole discretion, determines that an alternative order of payment application would be in the best interest of the City in a particular tax or factual situation, the Director may order such a change. The Director may establish shorter reporting periods for any marijuana retailer if the Director deems it necessary in order to ensure collection of the tax. The Director also may require additional information in the return relevant to payment of the liability. When a shorter return period is required, penalties and interest shall be computed according to the shorter return period. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by marijuana retailers pursuant to this chapter shall be held in trust for the account of the City until payment is made to the Director. A separate trust bank account is not required in order to comply with this provision.
5. Every marijuana retailer must keep and preserve in an accounting format established by the Director records of all sales made by the dispensary and such other books or accounts as may be required by the Director for a period of three (3) years or until all taxes associated with the sales have been paid, whichever is longer. The City shall have the right to inspect all such records at all reasonable times.

#### **5.38.035 Penalties and Interest**

1. Any marijuana retailer who fails to remit any portion of any tax imposed by this chapter within the time required shall pay a penalty of ten percent (10%) of the amount of the tax, in addition to the amount of

the tax.

2. If the Director determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to the penalties stated in subparagraphs 1 and 3 of this section.
3. In addition to the penalties imposed, any marijuana retailer who fails to remit any tax imposed by this chapter shall pay interest at the rate of one percent (1%) per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
4. Every penalty imposed, and such interest as accrues for violation of this chapter are separate from, and in addition to, the tax imposed on the sale of marijuana items.
5. All sums collected pursuant to the penalty provisions in this section shall be distributed to the City of St. Helens General Fund to offset the costs of auditing and enforcement of this tax.

#### **5.38.040 Appeal**

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

#### **5.38.045 Refunds**

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously collected or received by the City under this chapter, it may be refunded as provided in subparagraph 2 of this section, provided a claim in writing, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the Director within one year of the date of payment. The claim shall be on forms furnished by the Director.
2. The Director shall have twenty (20) calendar days from the date of receipt of a claim to review the claim and make a determination in writing as to

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

3. No refund shall be paid under the provisions of this section unless the claimant established the right by written records showing entitlement to such refund and the Director acknowledged the validity of the claim.

#### **5.38.050 Actions to Collect**

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

#### **5.38.055 Violation**

1. A violation of any of the provisions of this chapter shall constitute a Class C misdemeanor. It is a violation of this chapter for any marijuana retailer or other person to:
  - a. Fail or refuse to comply as required herein;
  - b. Fail or refuse to furnish any return required to be made;

- c. Fail or refuse to permit inspection of records;
  - d. Fail or refuse to furnish a supplemental return or other data required by the Director;
  - e. Render a false or fraudulent return or claim; or
  - f. Fail, refuse or neglect to remit the tax to the city by the due date.
2. The conviction of any person for a violation of any provision of this chapter shall not operate to relieve such person from paying any fee or penalty thereupon for which such person shall be liable, nor shall the payment of any such fee be a bar to, or prevent any prosecution in, the St. Helens municipal court, of any complaint for the violation of any provision of this chapter.

### **5.38.060 Confidentiality**

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

1. The disclosure of the names and addresses of any person who is operating a licensed establishment from which marijuana items are sold or provided; or
2. The disclosure of general statistics in a form which would not reveal an individual marijuana retailer's financial information; or
3. The disclosure of information to any state agency related to the licensing or registration of the marijuana retailer or when required to carry out any part of this chapter.
4. Presentation of evidence to the court, or other tribunal having jurisdiction in the prosecution of any criminal or civil claim by the Director or an appeal from the Director for amount due the City under this chapter; or
5. The disclosure of information when such disclosure of conditionally exempt information is ordered under public records law procedures; or
6. The disclosure of records related to a business' failure to report and remit the tax when the report or tax is in arrears for over six (6) months or the tax exceeds five thousand dollars (\$5,000). The City Council expressly finds and determines that the public interest in disclosure of

such records clearly outweighs the interest in confidentiality under ORS 192.501(5).

### **5.38.065 Audit of Books, Records, or Persons**

1. The City, for the purpose of determining the correctness of any tax return, or for the purpose of an estimate of taxes due, may examine or may cause to be examined by an agent or representative designated by the City for that purpose, any books, papers, records, or memoranda, including copies of marijuana retailer's state and federal income tax return, bearing upon the matter of the marijuana retailer's tax return. All books, invoices, accounts and other records shall be made available within the City limits and be open at any time during regular business hours for examination by the Director or an authorized agent of the Director.
2. If the examinations or investigations disclose that any reports of marijuana retailers filed with the Director pursuant to the requirements herein have shown incorrectly the amount of tax accruing, the Director may make such changes in subsequent reports and payments, or make such refunds, as may be necessary to correct the errors disclosed by its examinations or investigations.
3. The marijuana retailer shall reimburse the City for reasonable costs of the examination or investigation if the action disclosed that the marijuana retailer paid ninety five percent (95%) or less of the tax owing for the period of the examination or investigation. In the event that such examination or investigation results in an assessment by and an additional payment due to the City, such additional payment shall be subject to interest at the rate set by resolution of Council from the date the original tax payment was due.
4. If any taxpayer refuses to voluntarily furnish any of the foregoing information when requested, the Director may immediately seek a subpoena from the St. Helens Municipal Court to require that the taxpayer or a representative of the taxpayer attend a hearing or produce any such books, accounts and records for examination.
5. Every marijuana retailer shall keep a record in such form as may be prescribed by the Director of all sales of marijuana items. The records shall at all times during the business hours of the day be subject to inspection by the Director or authorized officers or agents of the Director.
6. Every marijuana retailer shall maintain and keep, for a period of three (3) years, all records of marijuana items sold.

### **5.38.070 Forms and Regulations**

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

1. A form of report on sales and purchases to be supplied to all vendors;
2. The records which marijuana retailers are to keep concerning the tax imposed by this chapter.

### **5.38.075 Intergovernmental Agreement**

The City Council may enter into an IGA with the State of Oregon whereby a state department or agency is responsible for the administration, collection, distribution, or enforcement of the tax authorized by this chapter, either in full or in part. The terms of that agreement shall apply in lieu of and shall supersede conflicting provisions of this chapter but shall not be construed as repealing any provision of this chapter.

**City of St. Helens**  
**ORDINANCE NO. 3208**

AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL CODE  
CHAPTER 12.20 REGARDING CAMPING IN THE PUBLIC RIGHTS OF WAY AND  
ON PUBLIC PROPERTY

**WHEREAS**, the City has authority to regulate its public rights of way and public properties; and

**WHEREAS**, camping in the public rights of way or on public property presents a health and safety issue for the City.

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

**Section 1.** The City of St. Helens Municipal Code Chapter 12.20 is hereby amended, attached hereto as **Attachment A** and made part of this reference.

**Section 2. Severability.** If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be 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:	July 20, 2016
Read the second time:	August 17, 2016

**APPROVED AND ADOPTED** this 17<sup>th</sup> day of August, 2016 by the following vote:

Ayes:

Nays:

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

ATTEST:

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



underline words are added

~~words stricken~~ are deleted

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## CHAPTER 12.20 RIGHT-OF-WAY REGULATIONS

Sections:

- 12.20.010 Definitions.
- 12.20.020 Jurisdiction.
- 12.20.030 Scope of regulatory control.
- 12.20.040 City permission requirement.
- 12.20.045 Obstructions in rights-of-way.
- 12.20.050 Obligation of the city.
- 12.20.060 Camping in rights-of-way or on public property.

### **12.20.010 Definitions.**

For the purpose of this chapter, the following mean:

(1) “Campsite” means any place where bedding, sleeping bag, or other sleeping matter or any stove or fire is placed, established, or maintained, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure or shelter, or any vehicle or part thereof.

(24) “City” means the city of St. Helens, Oregon.

(32) “Person” means individual, corporation, association, firm, partnership, joint stock company, and similar entities.

(43) “Public rights-of-way” include, but are not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements, and all other public ways or areas, including subsurface and air space over these areas.

(5) “To camp” means to set up, or to remain in or at a campsite.

(64) “Within the city” means territory over which the city now has or acquires jurisdiction for the exercise of its powers

[...]

### **12.20.060 Camping in public rights-of-way or on public property.**

(1) It is unlawful for any person to camp in or upon any public right of way or public property, unless otherwise specifically authorized by the City Administrator.

(2) Violation of this Section shall be punishable by a fine of not more than \$250.00.

**City of St. Helens**  
**RESOLUTION NO. 1753**

A RESOLUTION APPROVING REFERRAL TO THE ELECTORS OF THE CITY OF ST. HELENS AT THE NOVEMBER 8, 2016 GENERAL ELECTION, THE QUESTION OF WHETHER TO ESTABLISH A THREE PERCENT TAX ON THE SALE OF MARIJUANA ITEMS BY A MARIJUANA RETAILER IN THE CITY OF ST. HELENS

**WHEREAS**, Section 34a of HB 3400 (codified at ORS 475B.345) provides that a city council may adopt an ordinance to be referred to the electors of the city that imposes up to a three percent tax or fee on the sale of marijuana items by a marijuana retailer in the area subject to the jurisdiction of the City; and

**WHEREAS**, the City of St. Helens City Council adopted Ordinance No. 3207, which establishes a three percent tax or fee on the sale of marijuana items by a marijuana retailer in the city of St. Helens; and

**WHEREAS**, the St. Helens City Council, pursuant to Section 34a of HB 3400 (ORS 475B.345), desires to refer Ordinance No. 3207 to the electors of the City of St. Helens.

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

**SECTION 1. Measure.** A measure election is called in and for the City of St. Helens, Columbia County, Oregon, for the purpose of submitting a measure that would establish a three percent tax on the sale of marijuana items by marijuana retailers in the city of St. Helens. A copy of the measure is attached and incorporated as "Exhibit 1."

**SECTION 2. Election Conducted by Mail.** The measure election shall be held on Tuesday, November 8, 2016, which is the next general election. The precinct for the election shall be all of the territory within the corporate limits of the City of St. Helens. As required by ORS 254.465, the measure election will be conducted by mail by the Columbia County Elections Department, according to the procedures adopted by the Oregon Secretary of State.

**SECTION 3. Notice of Ballot Title.** The City Elections Officer is directed to publish notice of receipt of the ballot title in the St. Helens Chronicle or The Oregonian in compliance with ORS 250.275(5).

**SECTION 4. Ballot Title.** Pursuant to ORS 250.285 and ORS 254.095, the St. Helens City Council directs the City Elections Officer to file a notice of City Measure Election in substantially the form of Exhibit 2, with the Columbia County Elections Office, unless, pursuant to a valid ballot title challenge, a judge at the Columbia County Circuit Court

judge certifies a different Notice of City Measure Election be filed, such filing shall occur no earlier than the eighth business day after the date on which Exhibit 2 is filed with the City Elections Officer and not later than September 8, 2016.

**SECTION 5. Explanatory Statement.** The explanatory statement for the measure, for publication in the county voters’ pamphlet, which is attached and incorporated as “Exhibit 3,” is approved; said statement shall be filed with the Columbia County Elections Office at the same time the Notice of City Measure Election is filed by the City Elections Officer.

**SECTION 6. Delegation.** The St. Helens City Council authorizes the City Administrator or a designee of the City Administrator to act on behalf of the City of St. Helens and to take such further action as is necessary to carry out the intent and purposes herein in compliance with the applicable provisions of law.

**SECTION 7. Effect of “Yes” Vote.** If a majority of eligible voters vote “yes” on the measure, Ordinance No. 3207 will become operative, and a three percent tax will be imposed on the sale of marijuana items by marijuana retailers in the corporate limits of the City of St. Helens.

**Approved and adopted** by the City Council on July 20, 2016, by the following vote:

Ayes:

Nays:

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

ATTEST:

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

## **EXHIBIT 1 Ordinance**

EXHIBIT 2

**SEL  
802**

rev 1/14: ORS 250.035, 250.041,  
250.275, 250.285, 254.095, 254.465

**Notice of Measure Election  
City**

Notice		
Date of Notice	Name of City or Cities City of St. Helens	Date of Election November 8, 2016

The following is the final ballot title of the measure to be submitted to the city's voters.

Final Ballot Title
Notice of receipt of ballot title has been published and the ballot title challenge process has been completed.
Caption
10 words which reasonably identifies the subject of the measure
Imposes city tax on marijuana retailer's sale of marijuana items

Question
20 words which plainly phrases the chief purpose of the measure
Shall City impose a three percent tax on the sale of marijuana items by a marijuana retailer in the City?

Summary
175 words which concisely and impartially summarizes the measure and its major effect
Under state law, a city council may adopt an ordinance to be referred to the voters of the city imposing up to a three percent tax or fee on the sale of marijuana items in the city by a licensed marijuana retailer.
If this measure is adopted, it would approve a St. Helens Ordinance imposing a three percent tax on the sale of marijuana items in the city by a licensed marijuana retailer. The tax would be collected at the point of sale and remitted by the marijuana retailer. The measure also includes provisions regarding collection, administration and enforcement of the tax.

Explanatory Statement			
500 words that impartially explains the measure and its effect, if required attach to this form			
If the county is producing a voters' pamphlet an explanatory statement must be submitted for any measure referred by the city governing body and if required by local ordinance, for any initiative or referendum.			
Measure Type	County producing voters' pamphlet	Local ordinance requiring submission	Explanatory statement required

<input checked="" type="checkbox"/> Referral	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Not applicable	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Initiative	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Referendum	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Authorized City Official** Not required to be notarized

→ By signing this document, I hereby state that I am authorized by the city to submit this Notice of Measure Election and I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

<b>Name</b>	<b>Title</b>	<b>Work Phone</b>
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<b>Signature</b>	<b>Date Signed</b>
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**EXHIBIT 3**  
**EXPLANATORY STATEMENT**  
*500 words*

Under measure 91, adopted by the Oregon voters in November 2014, and amended by the Legislature in 2015, the Oregon Liquor Control Commission must license the retail sale of recreational marijuana. The 2015 Legislation provides that a city council may adopt an ordinance imposing up to a three percent tax on the sale of marijuana items (which include marijuana concentrates, extracts, edibles, and other products intended for human consumption and use) by retail licensees in the city, but the council must refer that ordinance to the voters at a statewide general election. The City of St. Helens City Council has adopted an ordinance imposing a three percent tax on the sale of marijuana items by a marijuana retailer in the city, and, as a result, has referred this measure to the voters.

If this measure is adopted, it would approve St. Helens Ordinance No. 3207 imposing a three percent tax on the sale of marijuana items in the city by a licensed marijuana retailer. The tax would be collected at the point of sale and remitted by the marijuana retailer. The measure also includes provisions regarding collection, administration and enforcement of the tax. There are no restrictions on how the city may use the revenues generated by this tax.



**City of St. Helens**  
**RESOLUTION NO. 1754**

**A RESOLUTION ESTABLISHING GARBAGE & RECYCLING  
RATES AND SUPERSEDING RESOLUTION NO. 1700**

**WHEREAS**, the Columbia County Board of Commissioners approved a 1.3% disposal rate increase in the County Transfer Station tipping fees, effective July 1, 2016; and

**WHEREAS**, it is essential that this expense to the City's franchise holder, Waste Connections of Oregon, Inc., dba: Hudson Garbage Service, be passed on to their customers with the same effective date.

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

**Section 1.** Effective July 1, 2016, garbage and recycling rates for the City of St. Helens are hereby adopted as set forth in **Exhibit A**, attached hereto and made a part hereof by this reference.

**Section 2.** This Resolution supersedes Resolution No. 1700.

**Approved and adopted** by the City Council on July 20, 2016, by the following vote:

Ayes:

Nays:

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

ATTEST:

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

HUDSON GARBAGE SERVICE  
 RATES EFFECTIVE JULY 1, 2016  
 CITY OF ST. HELENS

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	Disposal	General PI	New Rate
<b>RESIDENTIAL</b>					
<b>WEEKLY SERVICE</b>					
1 35 Gallon Cart Weekly	PER MONTH	\$ 24.45	\$ 0.11	\$ -	\$ 24.56
2 35 Gallon Carts Weekly	PER MONTH	\$ 37.38	\$ 0.23	\$ -	\$ 37.61
3 35 Gallon Carts Weekly	PER MONTH	\$ 50.31	\$ 0.34	\$ -	\$ 50.65
4 35 Gallon Carts Weekly	PER MONTH	\$ 60.24	\$ 0.46	\$ -	\$ 60.70
5 35 Gallon Carts Weekly	PER MONTH	\$ 76.16	\$ 0.57	\$ -	\$ 76.73
6 35 Gallon Carts Weekly	PER MONTH	\$ 90.65	\$ 0.69	\$ -	\$ 91.34
1 65 Gallon Cart Weekly	PER MONTH	\$ 37.38	\$ 0.23	\$ -	\$ 37.61
2 65 Gallon Carts Weekly	PER MONTH	\$ 60.24	\$ 0.46	\$ -	\$ 60.70
1 95 Gallon Cart Weekly	PER MONTH	\$ 50.31	\$ 0.34	\$ -	\$ 50.65
2 95 Gallon Carts Weekly	PER MONTH	\$ 91.36	\$ 0.69	\$ -	\$ 92.05
1 32 Gallon Cart Weekly - No Recycle	PER MONTH	\$ 16.59	\$ 0.11	\$ -	\$ 16.70
2 32 Gallon Cart Weekly - No Recycle	PER MONTH	\$ 27.87	\$ 0.23	\$ -	\$ 28.10
4 32 Gallon Carts Weekly	PER MONTH	\$ 50.21	\$ 0.46	\$ -	\$ 50.67
<b>EVERY-OTHER-WEEK SERVICE</b>					
1 35 Gallon Cart Every Other Week	PER MONTH	\$ 17.75	\$ 0.06	\$ -	\$ 17.81
2 35 Gallon Cart Every Other Week	PER MONTH	\$ 27.17	\$ 0.11	\$ -	\$ 27.28
3 35 Gallon Cart Every Other Week	PER MONTH	\$ 36.36	\$ 0.17	\$ -	\$ 36.53
1 65 Gallon Cart Every Other Week	PER MONTH	\$ 27.17	\$ 0.11	\$ -	\$ 27.28
1 95 Gallon Cart Every Other Week	PER MONTH	\$ 36.36	\$ 0.17	\$ -	\$ 36.53
1 32 Gallon Cart Every Other Week	PER MONTH	\$ 17.75	\$ 0.06	\$ -	\$ 17.81
1 32 Gallon Cart Every Other Week - No Recycle	PER MONTH	\$ 9.81	\$ 0.06	\$ -	\$ 9.87
<b>MONTHLY SERVICE</b>					
35 gallon 1x Monthly	PER MONTH	\$ 5.34	\$ 0.03	\$ -	\$ 5.37
2 35 gallon 1x Monthly - No New Customers	PER MONTH	\$ 8.71	\$ 0.05	\$ -	\$ 8.76
3 35 gallon 1x Monthly - No New Customers	PER MONTH	\$ 12.12	\$ 0.08	\$ -	\$ 12.20
35 gallon 1x Monthly - with Recycle	PER MONTH	\$ 9.84	\$ 0.03	\$ -	\$ 9.87
65 gallon 1x Monthly	PER MONTH	\$ 8.71	\$ 0.05	\$ -	\$ 8.76
95 gallon 1x Monthly	PER MONTH	\$ 12.12	\$ 0.08	\$ -	\$ 12.20
32 gallon 1x Monthly	PER MONTH	\$ 4.96	\$ 0.03	\$ -	\$ 4.99

HUDSON GARBAGE SERVICE  
 RATES EFFECTIVE JULY 1, 2016  
 CITY OF ST. HELENS

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	Disposal	General PI	New Rate
<b>ON-CALL SERVICE</b>					
35 Gallon On Call Pickup	PER PICKUP	\$ 4.88	\$ 0.03	\$ -	\$ 4.91
65 Gallon On Call Pickup (2 35 Gal) No New Customers	PER PICKUP	\$ 8.33	\$ 0.05	\$ -	\$ 8.38
95 Gallon On Call Pickup (3 35 Gal) No New Customers	PER PICKUP	\$ 11.77	\$ 0.08	\$ -	\$ 11.85
32 Gallon On Call Pickup	PER PICKUP	\$ 4.88	\$ 0.03	\$ -	\$ 4.91
4 35 Gallon On Call Pickup - No New Customers	PER PICKUP	\$ 15.23	\$ 0.11	\$ -	\$ 15.34
<b>RECYCLE/GREENWASTE RATES</b>					
RECYCLE SERVICE ONLY	PER MONTH	\$ 8.00		\$ -	\$ 8.00
RESI RECYCLE WITH GARBAGE	PER MONTH	\$ 4.50		\$ -	\$ 4.50
GREENWASTE ONLY - RES	PER MONTH	\$ 8.00		\$ -	\$ 8.00
GREENWASTE SERVICE - RES	PER MONTH	\$ 3.70		\$ -	\$ 3.70
RECYCLE WITH GREENWASTE	PER MONTH	\$ 11.70		\$ -	\$ 11.70
<b>COMMERCIAL</b>					
TEMP 2YD CONT	PER PICKUP	\$ 60.77	\$ 0.35	\$ -	\$ 61.12
XTRA PER DAY	PER DAY	\$ 2.00		\$ -	\$ 2.00
CONTAINER OVERLOAD	PER YARD	\$ 14.25	\$ 0.18	\$ -	\$ 14.43
CONTAINER PER/EXTRA YD	PER YARD	\$ 14.25	\$ 0.18	\$ -	\$ 14.43
LABOR FEE FOR CLEAN-UP (PER 10 MINS)	PER PICKUP	\$ 10.00		\$ -	\$ 10.00
LOCK BAR FOR CONTAINER	PER PICKUP	\$ 25.00		\$ -	\$ 25.00
Walk-In - Business	PER PICKUP	\$ 4.00		\$ -	\$ 4.00
<b>OTHER CAN SERVICES</b>					
EXTRA CAN (32 OR 35 GAL)	PER PICKUP	\$ 3.73	\$ 0.03	\$ -	\$ 3.76
EOW OFF WEEK	PER PICKUP	\$ 4.84	\$ 0.03	\$ -	\$ 4.87
EXTRA BAG OR BOX	PER PICKUP	\$ 2.63	\$ 0.03	\$ -	\$ 2.66
OVERWEIGHT CAN	PER PICKUP	\$ 2.14	\$ 0.03	\$ -	\$ 2.17
OVERLOADED CAN	PER PICKUP	\$ 2.14	\$ 0.03	\$ -	\$ 2.17
OVERSIZE CAN	PER PICKUP	\$ 2.14	\$ 0.03	\$ -	\$ 2.17
SHARPS CONTAINER (Not Offered to New Customers)	PER PICKUP	\$ 20.00		\$ -	\$ 20.00
SPECIAL TRIP-ON SERVICE DAY	PER PICKUP	\$ 5.00		\$ -	\$ 5.00
SPECIAL TRIP-OFF DAY	PER PICKUP	\$ 20.00		\$ -	\$ 20.00
ROLL CAN WALK/DRIVE-IN	PER MONTH	\$ 4.00		\$ -	\$ 4.00
DRIVE-IN ADD'L 100 FT. INCREMENTS	PER MONTH	\$ 2.00		\$ -	\$ 2.00
SERVICE RESUME/CART REDELIVERY	ONE TIME	\$ 25.00		\$ -	\$ 25.00
COLLECTION FEES PAID TO 3RD PARTY COLLECTORS PASSED THROUGH IN FULL	ONE TIME			\$ -	
RETURNED CHECK FEE		\$ 20.00		\$ -	\$ 20.00
<b>OTHER RATES</b>					
TIRE under 16" no/rim	PER PICKUP	\$ 5.11	\$ 0.01	\$ -	\$ 5.12
TIRE under 16" w/rim	PER PICKUP	\$ 12.01	\$ 0.01	\$ -	\$ 12.02
BATTERY	PER PICKUP	\$ 5.01	\$ 0.01	\$ -	\$ 5.02
HOT WATER HEATER	PER PICKUP	\$ 26.82	\$ 0.06	\$ -	\$ 26.88
SM MATTRESS	PER PICKUP	\$ 8.79	\$ 0.04	\$ -	\$ 8.83
M/LG MATTRESS	PER PICKUP	\$ 13.12	\$ 0.06	\$ -	\$ 13.18
SM FURNITURE	PER PICKUP	\$ 12.74	\$ 0.01	\$ -	\$ 12.75
M/LG FURNITURE	PER PICKUP	\$ 26.57	\$ 0.03	\$ -	\$ 26.60
SM APPLIANCE*	PER PICKUP	\$ 13.01	\$ 0.04	\$ -	\$ 13.05
M/LG APPLIANCE*	PER PICKUP	\$ 26.82	\$ 0.06	\$ -	\$ 26.88

HUDSON GARBAGE SERVICE  
 RATES EFFECTIVE JULY 1, 2016  
 CITY OF ST. HELENS

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	Disposal	General PI	New Rate
<b>WEEKLY COMMERCIAL CAN SERVICE</b>					
1 32 Gallon Can Weekly Business	PER MONTH	\$ 16.59	\$ 0.11	\$ -	\$ 16.70
2 32 Gallon Can Weekly Business	PER MONTH	\$ 27.87	\$ 0.23	\$ -	\$ 28.10
3 32 Gallon Can Weekly Business	PER MONTH	\$ 39.04	\$ 0.34	\$ -	\$ 39.38
4 32 Gallon Can Weekly Business	PER MONTH	\$ 50.21	\$ 0.46	\$ -	\$ 50.67
13 32 Gallon Can Weekly Business	PER MONTH	\$ 150.60	\$ 1.49	\$ -	\$ 152.09
1 32 Gallon Can 2x Weekly Business	PER MONTH	\$ 27.87	\$ 0.23	\$ -	\$ 28.10
1 35 Gallon Can Weekly Business	PER MONTH	\$ 16.59	\$ 0.11	\$ -	\$ 16.70
2 35 Gallon Can Weekly Business	PER MONTH	\$ 27.87	\$ 0.23	\$ -	\$ 28.10
3 35 Gallon Can Weekly Business	PER MONTH	\$ 39.04	\$ 0.34	\$ -	\$ 39.38
4 35 Gallon Can Weekly Business	PER MONTH	\$ 50.21	\$ 0.46	\$ -	\$ 50.67
5 35 Gallon Can Weekly Business	PER MONTH	\$ 61.36	\$ 0.57	\$ -	\$ 61.93
6 35 Gallon Can Weekly Business	PER MONTH	\$ 72.51	\$ 0.69	\$ -	\$ 73.20
1 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 27.87	\$ 0.23	\$ -	\$ 28.10
2 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 50.09	\$ 0.46	\$ -	\$ 50.55
3 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 69.36	\$ 0.69	\$ -	\$ 70.05
4 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 90.98	\$ 0.91	\$ -	\$ 91.89
5 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 111.43	\$ 1.14	\$ -	\$ 112.57
1 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 42.13	\$ 0.34	\$ -	\$ 42.47
2 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 75.83	\$ 0.69	\$ -	\$ 76.52
3 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 105.00	\$ 1.03	\$ -	\$ 106.03
4 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 134.17	\$ 1.37	\$ -	\$ 135.54
5 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 163.30	\$ 1.72	\$ -	\$ 165.02
1 65 Gallon Can Weekly Business	PER MONTH	\$ 27.87	\$ 0.23	\$ -	\$ 28.10
2 65 Gallon Can Weekly Business	PER MONTH	\$ 50.21	\$ 0.46	\$ -	\$ 50.67
3 65 Gallon Can Weekly Business	PER MONTH	\$ 68.08	\$ 0.69	\$ -	\$ 68.77
1 95 Gallon Can Weekly Business	PER MONTH	\$ 39.04	\$ 0.34	\$ -	\$ 39.38
2 95 Gallon Can Weekly Business	PER MONTH	\$ 78.07	\$ 0.69	\$ -	\$ 78.76
3 95 Gallon Can Weekly Business	PER MONTH	\$ 117.12	\$ 1.03	\$ -	\$ 118.15
4 95 Gallon Can Weekly Business	PER MONTH	\$ 156.16	\$ 1.37	\$ -	\$ 157.53

HUDSON GARBAGE SERVICE  
 RATES EFFECTIVE JULY 1, 2016  
 CITY OF ST. HELENS

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	Disposal	General PI	New Rate
<b>Business recycle:</b>					
Office paper weekly					
Cardboard weekly					
Newspaper/Mag weekly					
Glass weekly	PER MONTH	\$ 16.50	\$ -	\$ -	\$ 16.50
Tin weekly	PER MONTH	\$ 16.50	\$ -	\$ -	\$ 16.50
Milk Jugs weekly	PER MONTH	\$ 16.50	\$ -	\$ -	\$ 16.50
<b>Multi-family unit recycle: (5 or more units)</b>					
Office paper weekly					
Cardboard weekly					
Newspaper/Mag weekly					
Glass weekly					
Tin weekly					
Milk Jugs weekly					
<b><u>EVERY-OTHER-WEEK COMMERCIAL CAN SERVICE</u></b>					
1 Can Every Other Week--Business	PER MONTH	\$ 9.97	\$ 0.06	\$ -	\$ 10.03
35 Gallon Every Other Week Business	PER MONTH	\$ 9.97	\$ 0.06	\$ -	\$ 10.03
2 35 Gallon Every Other Week Business	PER MONTH	\$ 17.01	\$ 0.11	\$ -	\$ 17.12
65 Gallon Every Other Week Business	PER MONTH	\$ 18.55	\$ 0.11	\$ -	\$ 18.66
<b><u>OTHER COMMERCIAL CAN SERVICE</u></b>					
32 gallon 1x Monthly Business	PER MONTH	\$ 5.34	\$ 0.03	\$ -	\$ 5.37
32 Gallon On Call Pickup Business	PER PICKUP	\$ 4.88	\$ 0.03	\$ -	\$ 4.91
Overfill/Overweight Can Business	PER PICKUP	\$ 2.14	\$ 0.03	\$ -	\$ 2.17
Oversize Can Business					



HUDSON GARBAGE SERVICE  
 RATES EFFECTIVE JULY 1, 2016  
 CITY OF ST. HELENS

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	Disposal	General PI	New Rate
<b>CONTAINER SERVICE</b>					
1 Yard Container Weekly Service = 6.3 32 gal cans	PER MONTH	\$ 83.00	\$ 0.76	\$ -	\$ 83.76
*Each additional	PER MONTH	\$ 76.36	\$ 0.76	\$ -	\$ 77.12
1 Yard Container 2 x Weekly Service	PER MONTH	\$ 153.91	\$ 1.52	\$ -	\$ 155.43
*Each additional	PER MONTH	\$ 141.24	\$ 1.52	\$ -	\$ 142.76
1.5 Yard Container 3 x Weekly Service	PER MONTH	\$ 228.04	\$ 2.29	\$ -	\$ 230.33
*Each additional	PER MONTH	\$ 198.52	\$ 2.29	\$ -	\$ 200.81
1.5 Yard Container 4 x Weekly Service	PER MONTH	\$ 293.39	\$ 3.05	\$ -	\$ 296.44
*Each additional	PER MONTH	\$ 250.19	\$ 3.05	\$ -	\$ 253.24
1.5 Yard Container 5 x Weekly Service	PER MONTH	\$ 368.26	\$ 3.81	\$ -	\$ 372.07
*Each additional	PER MONTH	\$ 316.23	\$ 3.81	\$ -	\$ 320.04
1 Yard Every Other Week Service	PER MONTH	\$ 51.75	\$ 0.38	\$ -	\$ 52.13
1YD OAM (not offered to new customers)	PER MONTH	\$ 25.70	\$ 0.18	\$ -	\$ 25.88
1Yard On Call Pickup (not offered to new customers)	PER PICKUP	\$ 25.11	\$ 0.18	\$ -	\$ 25.29
1.5 Yard Container Weekly Service = 9.5 32 gal cans	PER MONTH	\$ 116.95	\$ 1.14	\$ -	\$ 118.09
*Each additional	PER MONTH	\$ 108.18	\$ 1.14	\$ -	\$ 109.32
1.5 Yard Container 2 x Weekly Service	PER MONTH	\$ 222.17	\$ 2.29	\$ -	\$ 224.46
*Each additional	PER MONTH	\$ 206.56	\$ 2.29	\$ -	\$ 208.85
1.5 Yard Container 3 x Weekly Service	PER MONTH	\$ 327.39	\$ 3.43	\$ -	\$ 330.82
*Each additional	PER MONTH	\$ 301.64	\$ 3.43	\$ -	\$ 305.07
1.5 Yard Container 4 x Weekly Service	PER MONTH	\$ 415.51	\$ 4.57	\$ -	\$ 420.08
*Each additional	PER MONTH	\$ 382.33	\$ 4.57	\$ -	\$ 386.90
1.5 Yard Container 5 x Weekly Service	PER MONTH	\$ 526.12	\$ 5.72	\$ -	\$ 531.84
*Each additional	PER MONTH	\$ 474.42	\$ 5.72	\$ -	\$ 480.14
1.5 Yard Every Other Week Service	PER MONTH	\$ 73.81	\$ 0.57	\$ -	\$ 74.38
1.5YD OAM (not offered to new customers)	PER MONTH	\$ 37.14	\$ 0.26	\$ -	\$ 37.40
1.5YD OPU (not offered to new customers)	PER PICKUP	\$ 32.88	\$ 0.26	\$ -	\$ 33.14
2 Yard Container Weekly Service = 12.6 32 gal cans	PER MONTH	\$ 154.96	\$ 1.52	\$ -	\$ 156.48
*Each additional	PER MONTH	\$ 143.23	\$ 1.52	\$ -	\$ 144.75
2 Yard Container 2x Weekly Service	PER MONTH	\$ 292.30	\$ 3.05	\$ -	\$ 295.35
*Each additional	PER MONTH	\$ 269.61	\$ 3.05	\$ -	\$ 272.66
2 Yard Container 3x Weekly Service	PER MONTH	\$ 438.52	\$ 4.57	\$ -	\$ 443.09
*Each additional	PER MONTH	\$ 380.66	\$ 4.57	\$ -	\$ 385.23
2 Yard Container 4x Weekly Service	PER MONTH	\$ 555.15	\$ 6.10	\$ -	\$ 561.25
*Each additional	PER MONTH	\$ 480.64	\$ 6.10	\$ -	\$ 486.74
2 Yard Container 5x Weekly Service	PER MONTH	\$ 692.78	\$ 7.62	\$ -	\$ 700.40
*Each additional	PER MONTH	\$ 591.68	\$ 7.62	\$ -	\$ 599.30
2 Yard Every Other Week Service	PER MONTH	\$ 80.71	\$ 0.76	\$ -	\$ 81.47
2YD OAM (not offered to new customers)	PER MONTH	\$ 45.91	\$ 0.35	\$ -	\$ 46.26
2 Yard On Call (not offered to new customers)	PER PICKUP	\$ 39.34	\$ 0.35	\$ -	\$ 39.69

HUDSON GARBAGE SERVICE  
 RATES EFFECTIVE JULY 1, 2016  
 CITY OF ST. HELENS

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	Disposal	General PI	New Rate
3 Yard Container 1x Weekly Service	PER MONTH	\$ 201.81	\$ 2.29	\$ -	\$ 204.10
3 Yard Container 2x Weekly Service	PER MONTH	\$ 375.81	\$ 4.57	\$ -	\$ 380.38
3 Yard Container 3x Weekly Service	PER MONTH	\$ 549.81	\$ 6.86	\$ -	\$ 556.67
3 Yard Container 4x Weekly Service	PER MONTH	\$ 723.80	\$ 9.15	\$ -	\$ 732.95
3 Yard Container 5x Weekly Service	PER MONTH	\$ 897.70	\$ 11.44	\$ -	\$ 909.14
3 Yard On Call (not offered to new customers)	PER PICKUP	\$ 50.01	\$ 0.53	\$ -	\$ 50.54
4 Yard Container 1x Weekly Service	PER MONTH	\$ 246.04	\$ 3.05	\$ -	\$ 249.09
4 Yard Container 2x Weekly Service	PER MONTH	\$ 478.03	\$ 6.10	\$ -	\$ 484.13
4 Yard Container 3x Weekly Service	PER MONTH	\$ 710.00	\$ 9.15	\$ -	\$ 719.15
4 Yard Container 4x Weekly Service	PER MONTH	\$ 942.00	\$ 12.20	\$ -	\$ 954.20
4 Yard Container 5x Weekly Service	PER MONTH	\$ 1,173.99	\$ 15.25	\$ -	\$ 1,189.24
4 Yard Every Other Week Service	PER MONTH	\$ 153.50	\$ 1.53	\$ -	\$ 155.03
5 Yard Container 1x Weekly Service	PER MONTH	\$ 340.98	\$ 3.81	\$ -	\$ 344.79
5 Yard Container 2x Weekly Service	PER MONTH	\$ 666.88	\$ 7.62	\$ -	\$ 674.50
5 Yard Container 3x Weekly Service	PER MONTH	\$ 992.82	\$ 11.44	\$ -	\$ 1,004.26
5 Yard Container 4x Weekly Service	PER MONTH	\$ 1,318.73	\$ 15.25	\$ -	\$ 1,333.98
5 Yard Container 5x Weekly Service	PER MONTH	\$ 1,605.27	\$ 19.06	\$ -	\$ 1,624.33
6 Yard Container 1x Weekly Service	PER MONTH	\$ 393.87	\$ 4.57	\$ -	\$ 398.44
6 Yard Container 2x Weekly Service	PER MONTH	\$ 787.74	\$ 9.15	\$ -	\$ 796.89
6 Yard Every Other Week Service	PER MONTH	\$ 196.96	\$ 2.29	\$ -	\$ 199.25
6 Yard On Call (not offered to new customers)	PER PICKUP	\$ 97.71	\$ 1.06	\$ -	\$ 98.77
7 Yard Container 1x Weekly Service	PER MONTH	\$ 512.27	\$ 5.34	\$ -	\$ 517.61
7 Yard Container 2x Weekly Service	PER MONTH	\$ 838.78	\$ 10.67	\$ -	\$ 849.45
7 Yard Container 3x Weekly Service	PER MONTH	\$ 1,228.17	\$ 16.01	\$ -	\$ 1,244.18
7 Yard Container 4x Weekly Service	PER MONTH	\$ 1,586.11	\$ 21.35	\$ -	\$ 1,607.46
7 Yard Container 5x Weekly Service	PER MONTH	\$ 1,944.06	\$ 26.69	\$ -	\$ 1,970.75



## City of St. Helens RESOLUTION NO. 1755

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST. HELENS,  
OREGON ADOPTING BUDGET, MAKING APPROPRIATIONS, AND LEVYING TAXES  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2016,  
SUPERSEDING RESOLUTION NO. 1750

**BE IT RESOLVED** that the Common Council of the City of St. Helens, Oregon, hereby adopts the budget for fiscal year 2016-17 in the total of \$36,423,152 now on file in the office of the City Recorder of said City.

**BE IT RESOLVED** that the Common Council of the City of St. Helens, Oregon, hereby imposes taxes provided for in the adopted budget at the rate of \$1.9078 per \$1,000 of assessed value for tax year 2016-17 upon the assessed value of all taxable property within the district.

	Subject to the General Government Limitation	Excluded from the General Governmental Limitation
General Fund	\$1.9078/\$1,000	N/A

**BE IT RESOLVED** that the amounts for the fiscal year beginning July 1, 2016, and for the purposes shown below are hereby appropriated as follows:

Fund / Department / Program	Appropriation
<u>General Fund</u>	
Mayor and City Council	84,390.00
Municipal Court	403,330.00
Planning	205,595.00
Building	298,070.00
Police	2,527,480.00
Library	643,480.00
Parks	322,270.00
Non-Departmental	
Personnel services	93,490.00
Materials and services	18,730.00
Transfers	72,600.00
Contingency	913,000.00
Total General Fund	5,582,435.00
<u>Economic Development Fund</u>	
Economic Planning	600,000.00
Boise White Paper Property (BWP)	199,900.00
Boise Veneer Property (BV)	33,970.00
Forestry Reserve	50,000.00
Debt Service	274,800.00
Contingency	237,290.00
Total Economic Development	1,395,960.00

<b>Fund / Department / Program</b>	<b>Appropriation</b>
<u>Visitor and Tourism Fund</u>	
Visitor and Tourism	266,000.00
Contingency	19,500.00
Total Visitor and Tourism	<u>285,500.00</u>
<u>Community Enhancement Fund</u>	
Public Art	55,500.00
Library Improvements - Building	4,830.00
Library Improvements - Equipment	6,700.00
Parks Improvements	2,000.00
PEG Access	31,992.00
Grants	22,850.00
Economic Development	112,560.00
Library Grant Reserve	10,500.00
Police Reserve Officers Reserve	6,500.00
Police Contributions	28,230.00
Building Reserve	22,070.00
Justice and Mental Health Collabration Program	153,934.00
Youth Council Reserve	5,000.00
Contingency	80,510.00
Total Community Enhancement	<u>543,176.00</u>
<u>Capital Improvement Fund</u>	
Parks Projects	120,000.00
Streets Projects	1,456,300.00
Water Projects	1,000,000.00
Sewer Projects	504,000.00
Storm Projects	1,450,000.00
Equipment	774,000.00
Contingency	670,000.00
Total Capital Improvement	<u>5,974,300.00</u>
<u>Street (Gas Tax) Fund</u>	
Streets	817,090.00
Debt Service	25,900.00
Contingency	100,000.00
Total Street (Gas Tax)	<u>942,990.00</u>
<u>Community Block Grant Fund</u>	
Community Block Grant	56,680.00
Total Community Block Grant	<u>56,680.00</u>
<u>Administrative Services Fund</u>	
City Administrator	319,660.00
City Recorder	288,840.00
Finance	732,100.00
City Hall	100,450.00
IT/Self Ins	144,459.00
Contingency	58,043.00
Total Administrative Services	<u>1,643,552.00</u>

Fund / Department / Program	Appropriation
<u>Public Works Fund</u>	
Engineering	45,000.00
Operations	227,030.00
Contingency	40,000.00
Total Public Works	312,030.00
<u>Fleet Fund</u>	
Fleet	291,980.00
Contingency	10,000.00
Total Fleet	301,980.00
<u>Water Operating Fund</u>	
Distribution	2,557,320.00
Water Filtration Facility	420,960.00
Debt Service	498,900.00
Water Shed Reserve (Forestry)	237,290.00
Contingency	300,000.00
Total Water Operating	4,014,470.00
<u>Sewer / Storm Operating Fund</u>	
Collections	2,165,080.00
Debt Service	895,750.00
Secondary	576,790.00
Primary	394,470.00
Storm	1,380,460.00
Pumps	211,090.00
Contingency	510,000.00
Total Sewer / Storm Operating	6,133,640.00
<b>Total Appropriated Budget</b>	<b>\$ 27,186,713.00</b>
Unappropriated Fund Balance/Reserves	
General Fund	558,911.00
Economic	3,890.00
Visitor and Tourism Fund	119,241.00
Community Enhancement Fund	288,759.00
Capital Improvement Fund	3,906,840.00
Street (Gas Tax) Fund	595,273.00
Fleet Fund	9,162.00
Water Operating Fund	1,381,265.00
Sewer / Storm Operating Fund	2,373,098.00
Total Unappropriated	9,236,439.00
<b>Total Budget</b>	<b>\$ 36,423,152.00</b>

**APPROVED AND ADOPTED by the City Council** on this 20<sup>th</sup> day of July, 2016 by the following vote:

Ayes:

Nays:

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

ATTEST:

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

**City of St. Helens**  
**RESOLUTION NO. 1756**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A  
MASTER TAX-EXEMPT LEASE PURCHASE AGREEMENT, AND RELATED  
INSTRUMENTS, AND DETERMINING OTHER MATTERS IN  
CONNECTION THEREWITH**

WHEREAS, the governing body of St. Helens ("Lessee") desires to obtain certain equipment (the "Equipment") described in the Equipment Schedule to the Master Tax-Exempt Lease Purchase Agreement (collectively, the "Agreement") with U.S. Bancorp Government Leasing and Financing, Inc. ("Lessor"), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for the Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Agreement with Lessor substantially in the forms presented to this meeting.

NOW, THEREFORE, the City of St. Helens resolves as follows:

Section 1. It is hereby found and determined that the terms of the Agreement in the forms presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Agreement and the acquisition and financing of the Equipment under the terms and conditions as described in the Agreement are hereby approved. The City Council of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officers who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The City Council of the Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or property for carrying out this resolution and the Agreement.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

**Approved and adopted** by the City Council on July 20, 2016, by the following vote:

Ayes:

Nays:

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

ATTEST:

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



EXHIBIT 2

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

<<StartDate>>

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

<<Lessee>>  
<<LesseeAddress1>>  
<<LesseeAddress2>>  
<<LesseeCity>>, <<LesseeState>> <<LesseeZip>>  
Attention: <<LesseeContact>>

RE: Property Schedule No. <<Schedule#>> to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and <<Lessee>>.

Ladies and Gentlemen:

We have acted as special counsel to <<Lessee>> ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of <<MasterLeaseDate>> (the "Master Agreement"), between <<Lessee>>, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. <<Schedule#>> (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

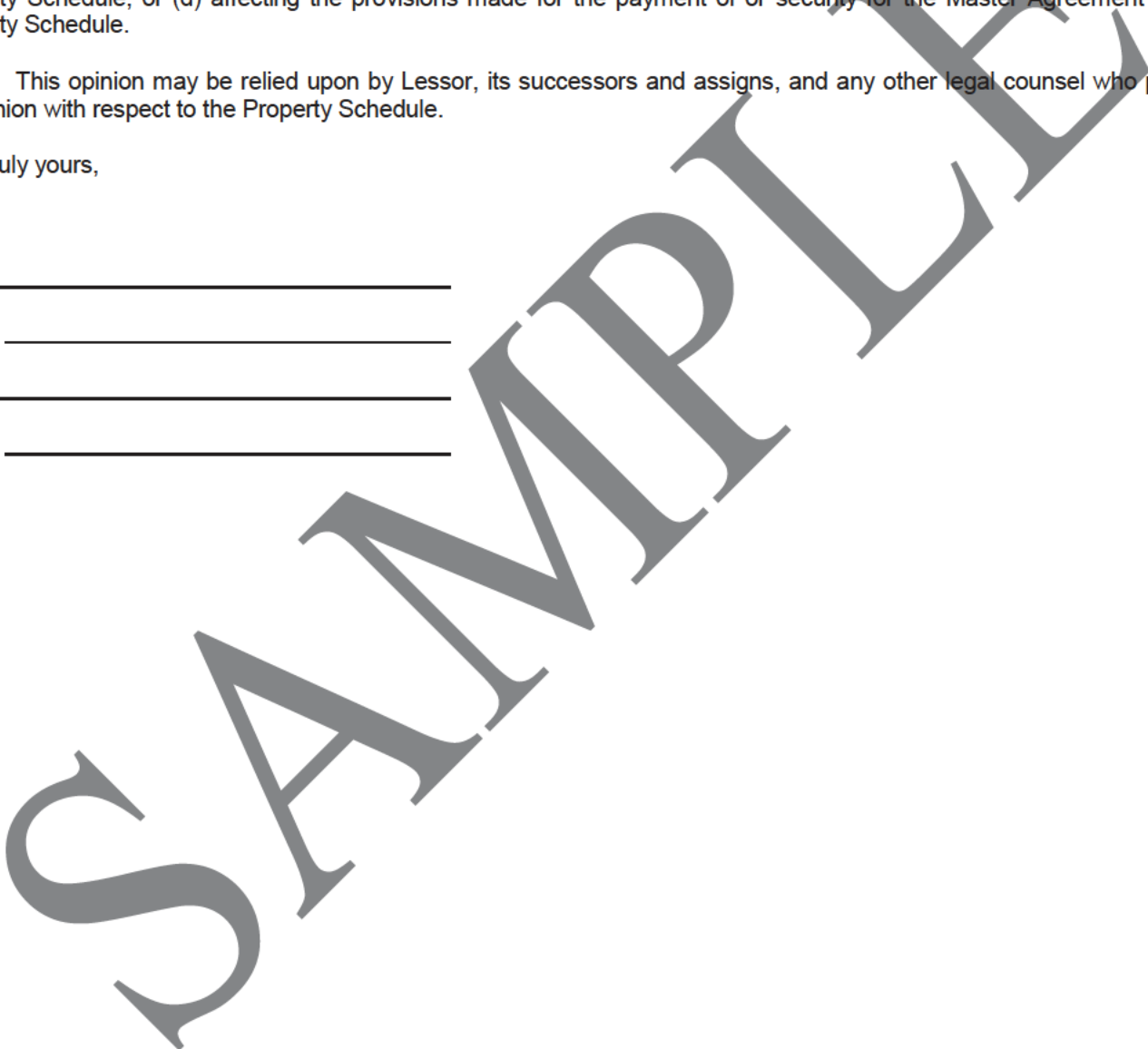
Very truly yours,

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

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

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

Dated: \_\_\_\_\_





**PLEASE NOTE: RECEIPT OF SAMPLE DOCUMENTS FROM U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. (“USBGLF”) DOES NOT INDICATE THAT A TRANSACTION HAS BEEN CREDIT APPROVED BY USBGLF. THESE DOCUMENTS ARE BEING SENT WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. IN THE EVENT USBGLF APPROVES YOUR TRANSACTION, ADDITIONAL DOCUMENTS, ALONG WITH CHANGES TO THE TERMS AND CONDITIONS OF THESE SAMPLE DOCUMENTS, MAY BE REQUIRED.**

SAMPLE

## Master Tax-Exempt Lease/Purchase Agreement

Between: **U.S. Bancorp Government Leasing and Finance, Inc.** (the "Lessor")  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

And: <<Lessee>> (the "Lessee")  
<<LesseeAddress1>>  
<<LesseeAddress2>>  
<<LesseeCity>>, <<LesseeState>> <<LesseeZip>>  
Attention: <<LesseeContact>>  
Telephone: <<LesseePhone>>

Dated: <<MasterLeaseDate>>

### ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"**Code**" is defined in Section 3.01(f).

"**Commencement Date**" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in such Property Schedule.

"**Event of Default**" is defined in Section 13.01.

"**Lease Payments**" means the Lease Payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"**Lease Payment Dates**" means the Lease Payment dates for the Lease Payments as set forth in each Property Schedule.

"**Lease Term**" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"**Lessee**" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"**Lessor**" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"**Nonappropriation Event**" is defined in Section 6.06.

"**Original Term**" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"**Property**" means, collectively, the property lease/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"**Property Schedule**" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"**Purchase Price**" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"**Renewal Terms**" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"**State**" means the state where Lessee is located.

"**Vendor**" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

### ARTICLE II

**2.01 Property Schedules Separate Financings.** Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Property Schedules unless an Event of Default or Nonappropriation Event has also occurred under such other Property Schedules.

### ARTICLE III

**3.01 Covenants of Lessee.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.

- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.
- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
- (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- (h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

#### ARTICLE IV

**4.01 Lease of Property.** On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

**4.02 Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Lease Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

**4.03 Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

#### ARTICLE V

**5.01 Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

**5.02 Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

#### ARTICLE VI

**6.01 Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

**6.02 Payment of Lease Payments.** Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

**6.03 Interest Component.** A portion of each Lease Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

**6.04 Lease Payments to be Unconditional.** SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

**6.05 Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Lease Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Lease Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate at the end of the then current Original Term or Renewal Term. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

**6.06 Nonappropriation.** If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Property Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no

later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

**6.07 Defeasance of Lease Payments.** Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Lease Payments on said Property Schedule is not adversely affected.

**6.08 Gross-Up.** If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Lease Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Lessee shall pay to Lessor promptly following demand an amount sufficient to supplement prior Lease Payments on such Property Schedule so that Lessor receives the interest component of such Lease Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Lessor as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Lease Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Lessor, or (b) receipt by Lessor of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Lease Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Lessor, in each case due to any action or failure to take action by Lessee. "Taxable Rate" means the interest rate at which the interest component of Lease Payments on a Property Schedule was originally calculated, divided by 0.65.

#### ARTICLE VII

**7.01 Title to the Property.** Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

**7.02 Personal Property.** The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

**7.03 Security Interest.** To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

#### ARTICLE VIII

**8.01 Maintenance of Property by Lessee.** Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

**8.02 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

**8.03 Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

**8.04 Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

#### ARTICLE IX

**9.01 Damage or Destruction.** If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.



**9.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

#### **ARTICLE X**

**10.01 Disclaimer of Warranties.** LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

**10.02 Vendor's Warranties.** Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

**10.03 Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

**10.04 Modifications.** Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

#### **ARTICLE XI**

**11.01 Option to Purchase.** Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

**11.02 Option to Prepay.** Lessee shall have the option to prepay in whole the Lease Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule.

#### **ARTICLE XII**

**12.01 Assignment by Lessor.** Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

**12.02 Property Schedules Separate Financings.** Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

**12.03 Assignment and Subleasing by Lessee.** NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

**12.04 Release and Indemnification Covenants.** To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

#### **ARTICLE XIII**

**13.01 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Lease Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the

failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

**13.02 Remedies on Default.** Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property;
- (c) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
- (d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

Notwithstanding the foregoing, if the proceeds are insufficient to pay items (i) to (iii) in Section 13.02(b) in whole, Lessee shall remain obligated after application of proceeds to items (i) and (ii), to pay in whole the amounts for item (iii).

**13.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

**13.04 Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

#### **ARTICLE XIV**

**14.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses as specified on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

**14.02 Arbitrage Certificates.** Unless a separate Arbitrage Certificate is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, and cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Lease Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Property Schedule.
- (e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

**14.03 Further Assurances.** Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect,

confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

**14.04 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**14.05 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**14.06 Waiver of Jury Trials.** Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

**14.07 Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

**14.08 Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**14.09 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

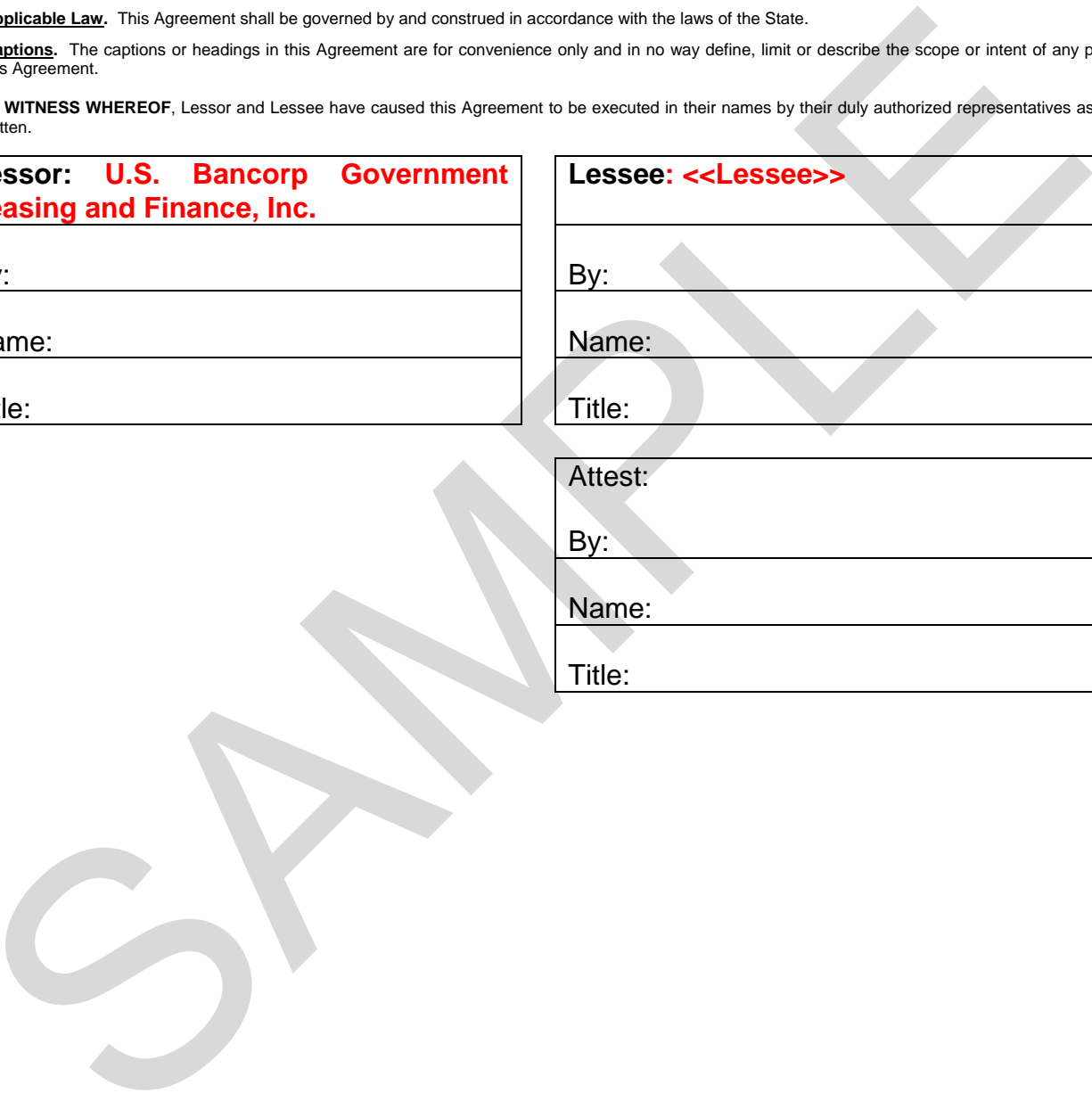
**14.10 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: &lt;&lt;Lessee&gt;&gt;</b>
By:
Name:
Title:

Attest:
By:
Name:
Title:





# Property Schedule No. <<Schedule#>>

## Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. <<Schedule#>>** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of <<MasterLeaseDate>>, between **U.S. Bancorp Government Leasing and Finance, Inc.**, and <<Lessee>>.

- Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- Commencement Date. The Commencement Date for this Property Schedule is <<StartDate>>.
- Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
- Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
- Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
- Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4. [Exhibit 4 is intentionally omitted.]
- Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5. [Exhibit 5 is intentionally omitted.]
- Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
- Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
- Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
- Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by <<ExpirationDate>>.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: &lt;&lt;Lessee&gt;&gt;</b>
By:
Name:
Title:

Attest:
By
Name:
Title:

**EXHIBIT 1**

**Property Description and Payment Schedule**

Re: **Property Schedule No. <<Schedule#>>** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and <<Lessee>>.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

\_\_\_\_\_

Address

\_\_\_\_\_

City, State Zip Code

USE: <<BriefUseDescription>> - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

[If the Due Dates are not defined in this Lease Payment Schedule, they shall be defined as the <<First/Last>> day of each <<PayPeriod>> period of this Lease Payment Schedule commencing with the Acceptance Date.]

Total Principal Amount: \$<<Amount>>

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
-------------	----------	---------------	-------------------	------------------	--

Interest Rate: <<InterestRate>>

<b>Lessee:</b> <<Lessee>>
By:
Name:
Title:

EXHIBIT A

Property Description

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Equipment as described in <<Vendor>>'s Quote No. <<QuoteNo.>>, dated <<QuoteDate>>, [incorporated herein by this reference][inserted below].

SAMPLE

EXHIBIT 2

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

<<StartDate>>

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

<<Lessee>>

<<LesseeAddress1>>

<<LesseeAddress2>>

<<LesseeCity>>, <<LesseeState>> <<LesseeZip>>

Attention: <<LesseeContact>>

RE: Property Schedule No. <<Schedule#>> to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and <<Lessee>>.

Ladies and Gentlemen:

We have acted as special counsel to <<Lessee>> ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of <<MasterLeaseDate>> (the "Master Agreement"), between <<Lessee>>, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. <<Schedule#>> (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

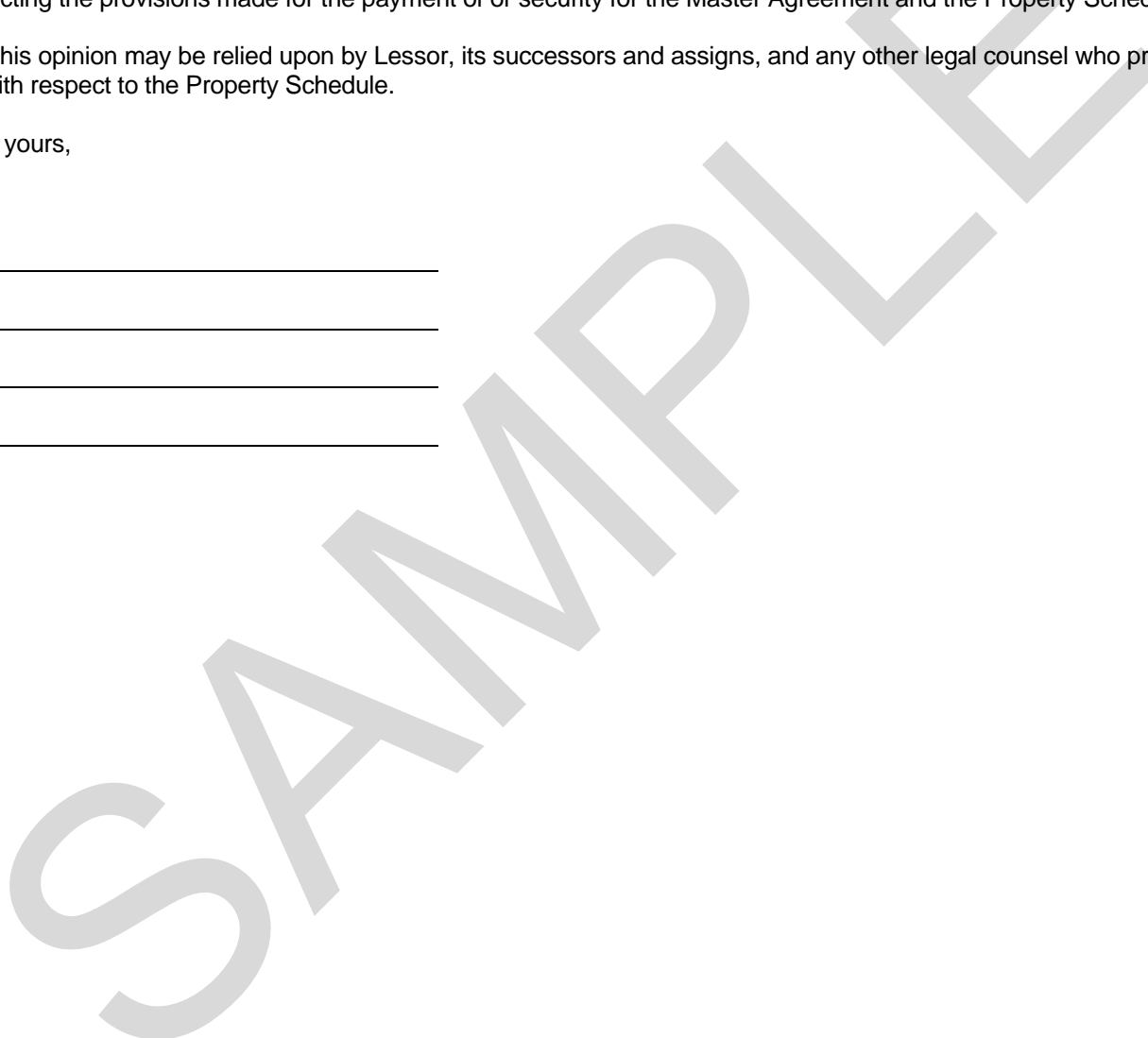
Very truly yours,

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

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

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

Dated: \_\_\_\_\_



**EXHIBIT 3**

**Lessee's General and Incumbency Certificate**

**GENERAL CERTIFICATE**

Re: **Property Schedule No. <<Schedule#>>** dated as of <<StartDate>> to the Master Tax-Exempt Lease/Purchase Agreement dated <<MasterLeaseDate>> between U.S. Bancorp Government Leasing and Finance, Inc. and <<Lessee>>.

The undersigned, being the duly elected, qualified and acting \_\_\_\_\_  
(Title of Person to Execute Lease/Purchase Agreement)  
of the <<Lessee>> ("Lessee") does hereby certify, as of <<StartDate>>, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of <<StartDate>>.

<<LESSEE>>

By \_\_\_\_\_  
Signature of Person to Execute Lease/Purchase Agreement

\_\_\_\_\_  
Print Name and Title of Person to Execute Lease/Purchase Agreement

**INCUMBENCY CERTIFICATE**

Re: **Property Schedule No. <<Schedule#>>** dated as of <<StartDate>> to the Master Tax-Exempt Lease/Purchase Agreement dated as of <<MasterLeaseDate>> between U.S. Bancorp Government Leasing and Finance, Inc. and <<Lessee>>.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the <<Lessee>> ("Lessee") does hereby certify, as of <<StartDate>>, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

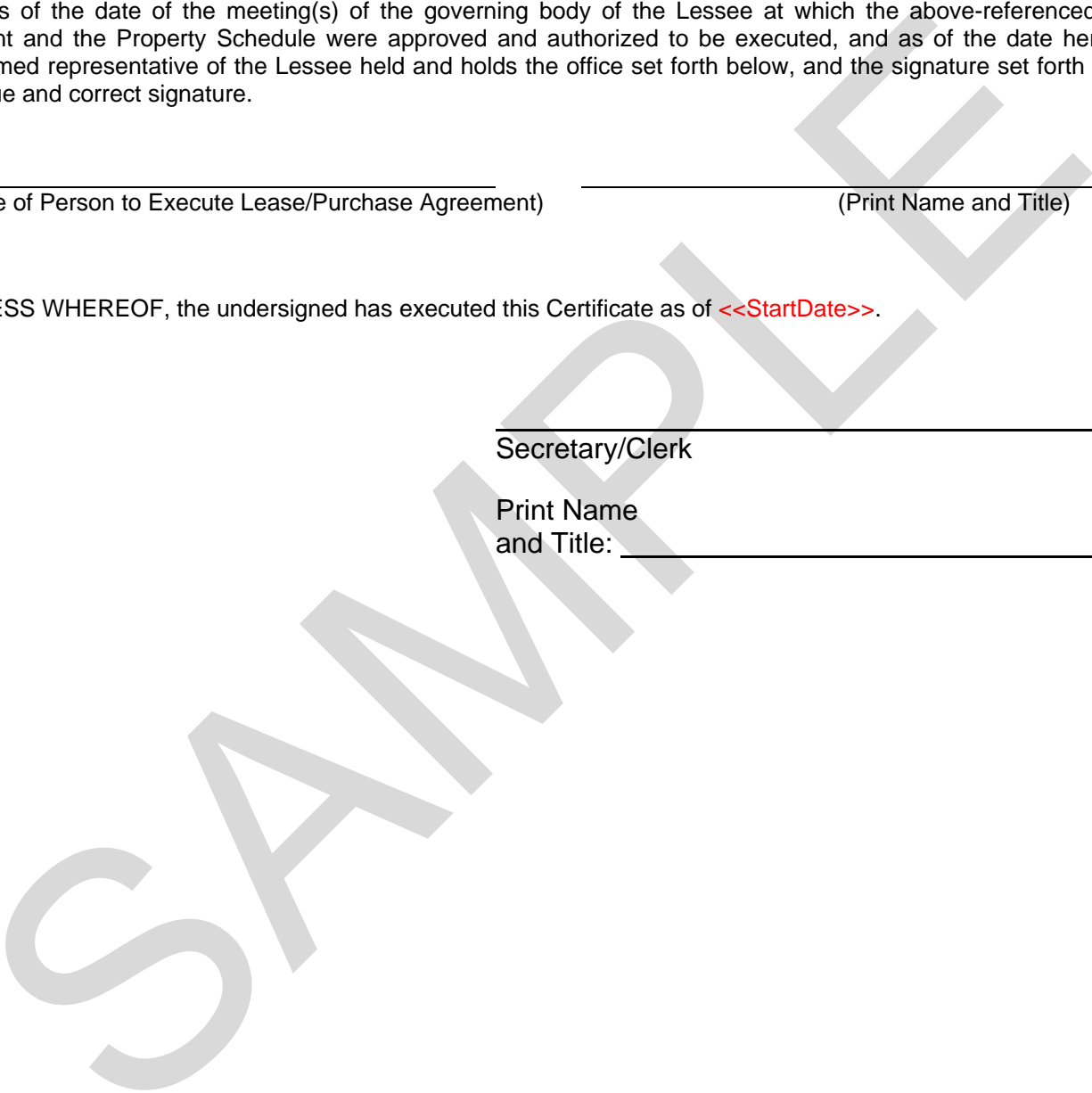
\_\_\_\_\_  
(Signature of Person to Execute Lease/Purchase Agreement)

\_\_\_\_\_  
(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of <<StartDate>>.

\_\_\_\_\_  
Secretary/Clerk

Print Name  
and Title: \_\_\_\_\_





**EXHIBIT 4**

**Payment of Proceeds Instructions**

[Intentionally Omitted.]

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: Property Schedule No. <<Schedule#>> (the "Property Schedule") to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and <<Lessee>> ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee:

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

By Wire Transfer: \_\_\_\_\_

If by check, Payee's Address:

If by wire transfer, instructions as follows:

Pay to Bank Name:

Bank Address:

Bank Phone #:

For Account of:

Account No:

ABA No.:

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<b>Lessee:</b> <<Lessee>>
<b>By:</b>
<b>Name:</b>
<b>Title:</b>

**EXHIBIT 5**

**Acceptance Certificate**

[Intentionally Omitted.]

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. <<Schedule#>>** to Master Tax-Exempt Lease/Purchase Agreement between **U.S. Bancorp Government Leasing and Finance, Inc.** and <<Lessee>>

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, **U.S. Bancorp Government Leasing and Finance, Inc.** ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

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

<b>Lessee: &lt;&lt;Lessee&gt;&gt;</b>
By:
Name:
Title:

**EXHIBIT 6**

**Bank Qualification And Arbitrage Rebate**

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. <<Schedule#>>** to Master Tax-Exempt Lease/Purchase Agreement between **U.S. Bancorp Government Leasing and Finance, Inc.** and **<<Lessee>>**

[Consult tax counsel for applicable provisions]

PLEASE CHECK EITHER:

**Bank Qualified Tax-Exempt Obligation under Section 265**

\_\_\_\_\_ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

\_\_\_\_\_ Not applicable.

**Arbitrage Rebate**

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

***Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.***

Lessee: <<Lessee>>
By:
Name:
Title:

## **Language for UCC Financing Statements**

### **Property Schedule No. <<Schedule#>>**

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: <<Lessee>>

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. <<Schedule#>> dated <<StartDate>> to that certain Master Tax-Exempt Lease Purchase Agreement dated as of <<MasterLeaseDate>>, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

SAMPLE

## INSURANCE AUTHORIZATION AND VERIFICATION

Date: <<StartDate>>

Property Schedule No: <<Schedule#>>

To: <<Lessee>> (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")  
 1310 Madrid St.  
 Marshall, MN 56258  
 Attn: <<DocumentationSpecialist>>

**TO THE LESSEE:** In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee\* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

**Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.**

**Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).**

**Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$<<Amount>>, with deductibles no more than \$10,000.00.**

*\*Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact <<DocumentationSpecialist>> at <<DocumentationSpecialistPhone>>.*

**By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.**

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

<b>Lessee: &lt;&lt;LESSEE&gt;&gt;</b>
By: _____
Name: _____
Title: _____

**TO THE AGENT:** *In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at <<DocumentationSpecialistFax>>. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

**Agent hereby verifies that the above requirements have been met in regard to the Property listed below.**

Print Name of Agency: X \_\_\_\_\_

By: X \_\_\_\_\_  
 (Agent's Signature)

Print Name: X \_\_\_\_\_

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

**Insurable Value: \$<<Amount>>**

**ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: <<Schedule#>>**

## Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of <<MasterLeaseDate>> and the related Property Schedule No. <<Schedule#>> dated <<StartDate>>, between Lessor and Lessee (the "Agreement").

- \_\_\_\_\_ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- \_\_\_\_\_ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- \_\_\_\_\_ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- \_\_\_\_\_ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- \_\_\_\_\_ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

<b>Lessee:</b> <<Lessee>>
By:
Name:
Title:



**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
► See separate instructions.  
**Caution: If the issue price is under \$100,000, use Form 8038-GC.**

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of Issue
8 Name of Issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a		►	<input type="checkbox"/>
If obligations are BANs, check only box 19b		►	<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box		►	<input type="checkbox"/>

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

**Part VI Miscellaneous**

<b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>		
<b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>		
<b>b</b> Enter the final maturity date of the GIC ▶ _____			
<b>c</b> Enter the name of the GIC provider ▶ _____			
<b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>		
<b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
<b>b</b> Enter the date of the master pool obligation ▶ _____			
<b>c</b> Enter the EIN of the issuer of the master pool obligation ▶ _____			
<b>d</b> Enter the name of the issuer of the master pool obligation ▶ _____			
<b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .			<input type="checkbox"/>
<b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .			<input type="checkbox"/>
<b>41a</b> If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
<b>b</b> Name of hedge provider ▶ _____			
<b>c</b> Type of hedge ▶ _____			
<b>d</b> Term of hedge ▶ _____			
<b>42</b> If the issuer has superintegrated the hedge, check box . . . . .			<input type="checkbox"/>
<b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .			<input type="checkbox"/>
<b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .			<input type="checkbox"/>
<b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____			
<b>b</b> Enter the date the official intent was adopted ▶ _____			

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the Issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of Issuer's authorized representative		▶ _____ Date	
	▶ _____ Type or print name and title			
<b>Paid Preparer Use Only</b>	Print/Type preparer's name		Preparer's signature	
	Date		Check <input type="checkbox"/> if self-employed	
	Firm's name ▶ _____		Firm's EIN ▶ _____	
Firm's address ▶ _____		Phone no. _____		



# Instructions for Form 8038-G

(Rev. September 2011)

## Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

### General Instructions

#### Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

#### Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



*For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.*

#### When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

#### Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

#### Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

#### Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

#### Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at [TaxExemptBondQuestions@irs.gov](mailto:TaxExemptBondQuestions@irs.gov) and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

#### Definitions

**Tax-exempt obligation.** This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue price.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.



**Issue.** Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a “draw-down loan”) or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

### Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, “Amended Return Explanation.” Failure to attach an explanation may result in a delay in processing the form.

**Line 1.** The issuer’s name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Line 3a.** If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

**Note.** By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer’s return information to that individual, as necessary, to process this return.

**Lines 4 and 6.** If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer’s number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

**Note.** The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Line 7.** The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter’s (or other purchaser’s) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

**Line 8.** If there is no name of the issue, please provide other identification of the issue.

**Line 9.** Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write “None.”

**Line 10a.** Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

### Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

**Line 18.** Enter a description of the issue in the space provided.

**Line 19.** If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

**Line 20.** Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a “municipal lease.”) Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term “lease” is used in the title of the issue.

### Part III—Description of Obligations

**Line 21.** For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

### Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

**Line 22.** Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

**Line 24.** Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

**Line 25.** Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

**Line 26.** Enter the amount of proceeds that will be allocated to such a fund.

**Line 27.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

**Line 28.** Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

### Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

**Lines 31 and 32.** The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

**Line 34.** If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

### Part VI—Miscellaneous

**Line 35.** An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

**Line 36.** If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

**Line 37.** Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

**Line 38.** If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

**Line 40.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

**Line 41a.** Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

**Line 42.** In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

**Line 43.** If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

**Line 44.** Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

**Line 45a.** Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

**Line 45b.** An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

### Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

**Note.** If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

### Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

**Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

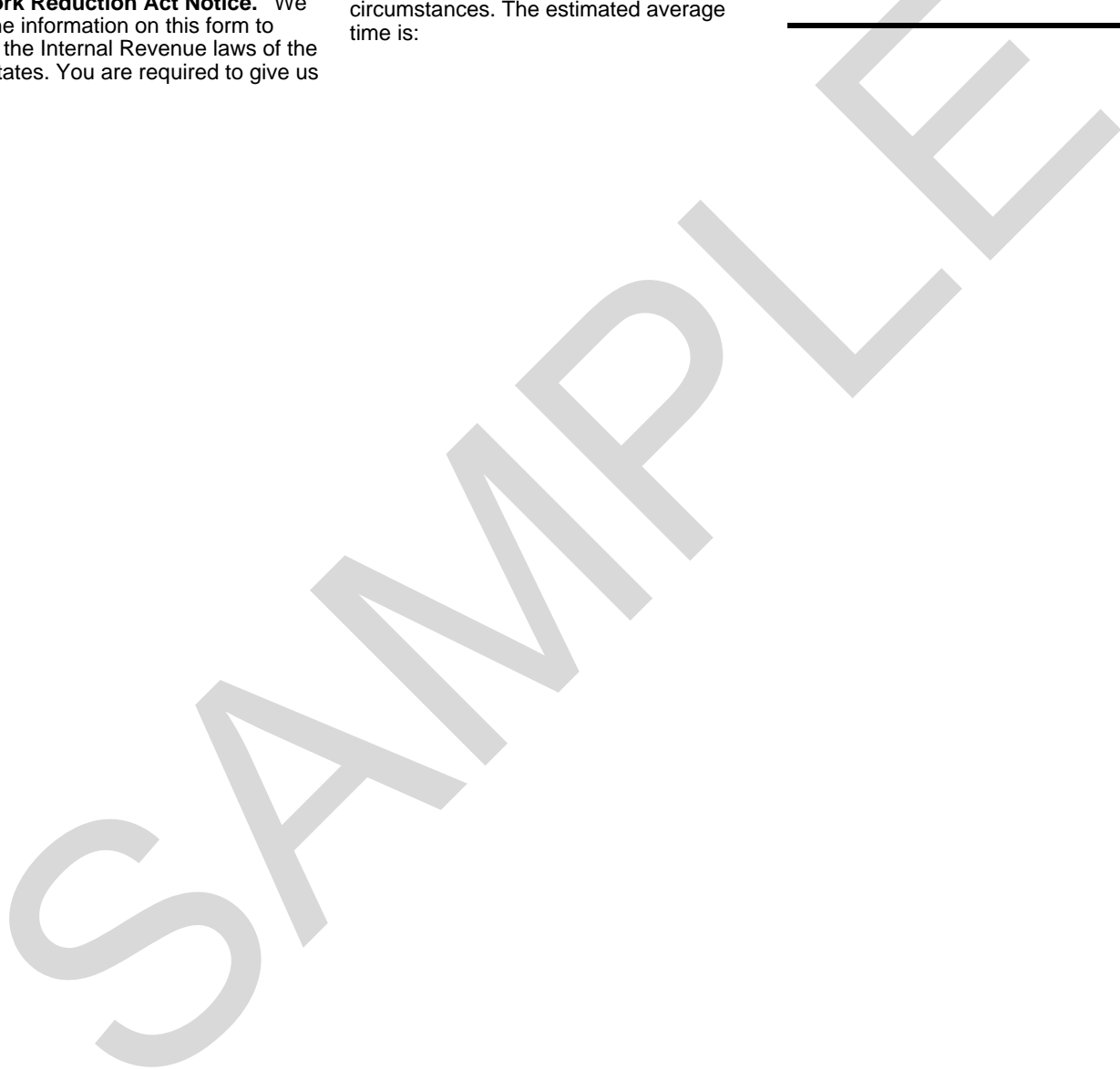
the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

<b>Learning about the law or the form</b> . . . . .	2 hr., 41 min.
<b>Preparing, copying, assembling, and sending the form to the IRS</b> . . . . .	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.





## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of <<StartDate>> by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), <<Lessee>> ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of <<MasterLeaseDate>> (the "*Master Agreement*") and a Property Schedule No. <<Schedule#>> thereto dated <<StartDate>> (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$<<Amount>>, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the



Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Lessor in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written

confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13010 SW 68 <sup>th</sup> Parkway, Suite 100 Portland, OR 97223

<<Lessee>>, as Lessee
By:
Name:
Title:
Address: <<LesseeAddress1>> <<LesseeAddress2>> <<LesseeCity>>, <<LesseeState>> <<LesseeZip>>

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association 950 17 <sup>th</sup> Street, 12 <sup>th</sup> Floor Denver, CO 80202

**EXHIBIT 1**

**U.S. BANK NATIONAL ASSOCIATION  
MONEY MARKET ACCOUNT AUTHORIZATION FORM  
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank’s trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

**AUTOMATIC AUTHORIZATION**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

<<Lessee>>

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Directing Party

\_\_\_\_\_  
Trust Account Number – includes existing and future sub-accounts unless otherwise directed

\_\_\_\_\_  
Title/Date

## EXHIBIT 2

### Schedule of Fees for Services as Escrow Agent For <<Lessee>> Equipment Lease Purchase Escrow

CTS01010A	<b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	<b>Escrow Agent</b> Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	<b>Direct Out of Pocket Expenses</b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	<b>Extraordinary Services</b> Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

#### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

**To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.**

**For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.**

**EXHIBIT 3  
REQUISITION REQUEST**

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of <<StartDate>> (the "Escrow Agreement") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor"), <<Lessee>> (the "Lessee"), and U.S. Bank National Association (the "Escrow Agent"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of <<MasterLeaseDate>> (the "Master Agreement") and Property Schedule No. <<Schedule#>> thereto dated <<StartDate>> (the "Schedule" and, together with the terms and conditions of the Master Agreement incorporated therein, the "Agreement"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT	INVOICE NO.	EQUIPMENT

Total requisition amount \$ \_\_\_\_\_

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

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

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: &lt;&lt;Lessee&gt;&gt;</b>
By:
Name:
Title:

## Exhibit 4

### Final Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. <<Schedule#>>** to Master Tax-Exempt Lease/Purchase Agreement between **U.S. Bancorp Government Leasing and Finance, Inc.** and <<Lessee>>

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, **U.S. Bancorp Government Leasing and Finance, Inc.** ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

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

<b>Lessee: &lt;&lt;Lessee&gt;&gt;</b>
By:
Name:
Title:



**Exhibit 6**

**Class Action Negative Consent Letter**

<<StartDate>>

<<Lessee>>

<<LesseeAddress1>>

<<LesseeAddress2>>

<<LesseeCity>>, <<LesseeState>> <<LesseeZip>>

RE: USBGLF/<<Lessee>> - - Class Action Litigation Claims

Dear <<LesseeContact>>:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,

<<EscrowAgentRepresentative>>

Vice President

<<EscrowAgentRepresentativePhone>>

No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
						-					

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number to Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup> The grantor <sup>4</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.


If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## COUNCIL ACTION SHEET

<b>To:</b>	The Mayor and Members of City Council	
<b>From:</b>	Sue Nelson, Public Works Engineering Director Neal Sheppard, Public Works Operations Director	
<b>Date:</b>	20 July 2016	
<b>Subject:</b>	Award Contract for the Sand Island North Dock Repair Project	

**Background:**

The existing ramp on the north Sand Island dock connecting the outside finger dock to the main dock is broken and becoming dangerous. The hinge is cracked along the full length on the east end of the ramp and has disconnected from the hinge pin bracket. One bracket has fallen over. The structure has been twisted and requires replacement. If not repaired, the outer finger dock will have to be closed.

Over the past several months, staff has applied for and secured a grant from the Oregon Marine Board for \$40,691 to assist with funding the repairs and also received a permit from the Army Corps of Engineers for the work. The project is estimated at approximately \$55,000.

Quotes to complete the work were requested from three qualified firms. The results are listed below:

FIRM	LOCATION	BID
Advanced American Construction, Inc.	Portland, OR	\$54,091.00
Bergerson Construction, Inc.	Astoria, OR	\$69,426.00
Oregon Marine Construction	Woodburn, OR	No Bid


The project is identified in the 2016/2017 approved budget as Dock Repairs in Parks Capital Improvement Projects, GL 010-300-652980, with a total budget of \$68,500.

**Recommendation:**

Award the contract for the Sand Island North Dock Repair Project, M-450A, to Advanced American Construction, Inc. as the lowest responsive bidder and authorize the Mayor to execute a Materials and Services Contract for the Sand Island North Dock Repair Project, M-450A. Contract will be at the rate prescribed in that firm's submitted bid, plus standard contingency.



## COUNCIL ACTION SHEET

<b>To:</b>	The Mayor and Members of City Council	
<b>From:</b>	Sue Nelson, Public Works Engineering Director Neal Sheppard, Public Works Operations Director	
<b>Date:</b>	20 July 2016	
<b>Subject:</b>	Award Contract for 2016 Asphalt Patching Project	

**Background:**

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

A Request for Quotes (RFQ), including plans and specifications, was issued on June 17, 2016 with a submittal deadline of July 14, 2016. The following quotes were received:

FIRM	LOCATION	QUOTE
S-2 Contractors, Inc.	Aurora, Oregon	\$5.25/SF
TFT Construction, Inc.	Scappoose, Oregon	\$5.50/SF

The project is identified in the 2016/2017 approved budget as Road Patching Projects in Streets Operations and Maintenance, GL 011-011-523000, with a total annual budgeted amount of \$20,000. The project is also funded from the Capital Improvement Project fund associated with patching for specific capital improvement work, such as new storm drain (010-304-653400), watermain (010-302-653201), or sewer main (010-303-653301) construction. These combined budgets total \$500,000.

**Recommendation:**

Award the contract for the 2016 Asphalt Patching Project, R-652, to S-2 Contractors, Inc. as the lowest responsive bidder and authorize the Mayor to execute a Materials & Services Contract for the 2016 Asphalt Patching Project, R-652. Contract will be at the rate prescribed in that firm's submitted unit price bid, not to exceed \$50,000.



### SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of St. Helens** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services.** Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (local voice, long distance voice, data, Internet, and wireless) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. **Fees.** Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. **Invoicing and Payment.** Fees for Cost Recovery are due as a one-time payment within 30 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 30 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. **Miscellaneous.** This agreement is governed by the laws of the State of Oregon, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the Effective Date.

**COMPANY**

**AUDITOR**

**City of St. Helens**

The SpyGlass Group, LLC

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

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

Print Name: \_\_\_\_\_

Print Name: Edward M. DeAngelo

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

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

## 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 **Penny Hummel Consulting** (“Contractor”).

### RECITALS

**A.** The City is in need of consulting services to provide strategic planning for the St. Helens Public Library, 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 strategic planning, and Contractor accepts such engagement. The principal contact for Contractor shall be Penny Hummel, phone 503.890.0494.

**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 April 30, 2017. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. 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:** Penny Hummel Consulting  
Attn: Penny Hummel  
316 NE 24<sup>th</sup> Avenue  
Portland OR 97232

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. 4400]

**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:**

**CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

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

Print: \_\_\_\_\_

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

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

**CONTRACTOR:**

Penny Hummel Consulting  
\_\_\_\_\_

Signature:



Print: Penny Hummel \_\_\_\_\_

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

Date July 11, 2016 \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

## **ATTACHMENT A**

### **Scope of Work**

The purpose of this contract is to facilitate a strategic planning process for the St. Helens Public Library. Components of this work will include the following:

- Review and analysis of library demographic and user data, collected from the U.S. Census and the library, as well as any relevant library data.
- Assisting in the implementation of a community survey to gather additional information about community priorities (if desired).
- Creating a strategic planning committee (5 – 10 members), comprised of key library staff, select library board members, and others in the community who will be helpful in identifying retreat participants.
- Conducting a focus group with library staff to gather their perceptions and insights.
- Conducting a focus group with a key community stakeholder group (such as teachers), as identified as a priority by the library.
- Working with staff to develop retreat materials (invite, community and library snapshots).
- Developing an invite list for the one-day planning retreat (45 – 60 invites), comprised of community members diverse in age, ethnicity, professional activity, geography, and tenure as St. Helens residents, etc.
- Facilitating a one-day planning retreat to discuss community needs and to identify possible ways the library might address these needs. (Note: for some sections of the retreat, I would ask for 2 – 3 staff or board members to capture small group input in addition to fulfilling this role myself.)
- Drafting and presenting a strategic plan to be finalized and implemented by library staff.
- Facilitating an implementation planning meeting with library staff, so that there are clear targets for each component of the strategic plan.

## 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
<b>General Liability</b>	Each occurrence	\$1,000,000	YES/NO <input checked="" type="radio"/> YES <input type="radio"/> NO
	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			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES <input checked="" type="radio"/> NO <input type="radio"/>
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES <input checked="" type="radio"/> NO <input type="radio"/>
<b>Professional Liability</b>	Per occurrence	\$500,000 or per contract	YES <input checked="" type="radio"/> NO <input type="radio"/>
	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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2016

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

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

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): (888) 202-3007      FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com														
<b>INSURED</b> Penny Hummel Consulting 316 NE 24th Ave PORTLAND OR 97232	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hiscox Insurance Company Inc</td> <td style="text-align: center;">10200</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc	10200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-1399414-CGL-15	11/18/2015	11/18/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City of St. Helens is additional insured.

<b>CERTIFICATE HOLDER</b> The City of St. Helens PO Box 278 St. Helens, OR 97051	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/07/2016

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

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

<b>PRODUCER</b> Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007      FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
<b>INSURED</b> Penny Hummel Consulting 316 NE 24th Ave PORTLAND OR 97232		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hiscox Insurance Company Inc      NAIC # 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

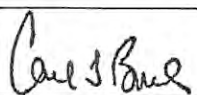
**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N		UDC-1399414-EO-15	11/18/2015	11/18/2016	Each Claim: \$ 2,000,000 Aggregate: \$ 2,000,000

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

**CERTIFICATE HOLDER      CANCELLATION**

The City of St. Helens PO Box 278 St. Helens, OR 97051	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## **ATTACHMENT C Terms of Compensation**

As scoped above, Penny Hummel Consulting estimates that this project will utilize 50 hours @ \$175/hr., or \$8,750. Reimbursable travel costs would include \$162 for five trips to St. Helens (5 x 60 miles round trip @ .54/mile) and \$50 for meals.

Combining consultant time (\$8,750) and travel expenses (\$212), the total cost estimate for this project is \$8,962.



**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 **Mason, Bruce & Girard** (“Contractor”).

**RECITALS**

**A.** The City is in need of consulting services to assist in forestry management 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 forestry management and Contractor accepts such engagement. The principal contact for Contractor shall be \_\_\_\_\_, phone\_\_\_\_\_.

**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 **June 30, 2018**. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. 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:** Mason, Bruce & Girard  
Attn: \_\_\_\_\_  
707 SW Washington St., Suite 1300  
Portland, OR 97205-3530

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. \_\_\_\_\_]

**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**

Council Meeting Date: \_\_\_\_\_

\_\_\_\_\_

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

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

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

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

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

APPROVED AS TO FORM:

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

City Attorney

## **ATTACHMENT A**

### **Scope of Work**

The Consultant agrees to provide the following services:

1. Overall assessment of the City's tree farm.
2. Preparation of bid specification and logging contracts on an annual basis.
3. Marketing of harvested tracts.
4. Administration of contracts for tree planting, thinning and herbicide application.
5. Administration of logging contracts, including the following:
  - a. Boundary location;
  - b. Falling and bucking the contract timber;
  - c. Log sorting before delivery;
  - d. Monitoring mill receipts of logs;
  - e. Monitoring load tickets;
  - f. Preparation of payment request for approval by the City;
  - g. Assuring appropriate silvicultural procedures are followed; and
  - h. Compliance with all applicable rules and regulations, including but not limited to, any and all state and/or federal environmental regulations as now or may be in effect during the life of this contract.
6. Preparation of the forest products harvest tax forms.

The Consultant shall also keep the City periodically informed of all activities occurring on City property and will coordinate activities on the City property through the appropriate City staff members. The Consultant should expect to attend at least one City Council meeting during the year to update the Council on activities occurring on City property.

## 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
<b>General Liability</b>	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	
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
<b>Professional Liability</b>	Per occurrence	\$500,000	YES
	Annual Aggregate	or per contract \$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**

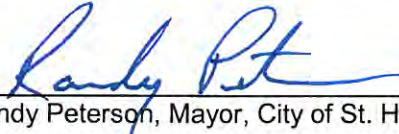
### SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that CITY OF ST. HELENS, owner and holder of the mortgage and the obligation hereinafter described, do hereby certify and declare that a certain mortgage, bearing the date of March, 26, 1989, made and executed by Nancy M. Harwood, mortgagor to the CITY OF ST. HELENS, the mortgagee therein and recorded in the office of the County Clerk of the County of Columbia, State of Oregon, in Record of Mortgages Instrument #90-1710, on April 5, 1990 for the property located at 141 Allendale Drive, St. Helens, OR 97051, together with the debt thereby secured,

Is fully paid satisfied and discharged.

In construing this Satisfaction of Mortgage, where the context so requires, singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness whereof, the undersigned has executed this instrument this 29<sup>th</sup> day of June, 2016; if the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

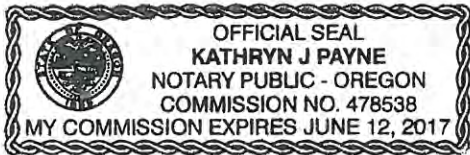


Randy Peterson, Mayor, City of St. Helens, Columbia County

STATE OF OREGON, County of Columbia} ss.

This instrument was acknowledged before me on June 29, 2016 by

Randy Peterson, Mayor, City of St. Helens, Columbia County.



Kathryn J. Payne  
Notary Public for Oregon

My commission expires on 6/12/17

**SATISFACTION OF MORTGAGE**  
  
CITY OF ST. HELENS  
  
VS  
  
Nancy M. Harwood  
  
After recording, return to:  
  
Nancy M. Harwood  
Forwarding address to be provided by  
Ticor Title, St. Helens, OR 97051

SPACE RESERVED FOR  
RECORDING STAMP



**COMMUNITY ACTION TEAM, INC.**  
"BUILDING BRIDGES TO SELF-SUFFICIENCY"



**CENTRAL OFFICE**  
310 Columbia Blvd.  
St. Helens, Oregon 97051  
Voice (503) 397-3511  
Fax (503) 397-3290  
Administration  
Information & Referral Ext. 274

**COMMUNITY DEVELOPMENT PROGRAMS**  
310 Columbia Blvd.  
St. Helens, Oregon 97051  
(503) 397-3511 Ext. 279  
Housing Development  
Community Facilities

**HOUSING CENTER**  
(800) 404-3511  
Housing Information & Referral  
Homeowner & Tenant Trainings  
Home Ownership Assistance  
Rental Assistance

**SELF-HELP HOUSING**  
New Construction Sweat Equity  
(503) 366-6550

**HOUSING REHABILITATION**  
Rehabilitation  
Weatherization  
Astoria  
(503) 325-8098  
(800) 325-8098  
Columbia  
(503) 397-1675  
(800) 955-1675

**CARING OPTIONS**  
**CHILD CARE PROGRAM**  
310 Columbia Blvd.  
St. Helens, Oregon 97051  
(503) 397-3511 Ext. 277  
Child Care Referrals  
Tillamook  
(503) 842-3267  
(866) 486-4391  
Astoria  
(503) 325-1053  
(866) 504-2273

**CHILD & FAMILY DEVELOPMENT PROGRAMS**  
PO Box 10, 108 W. B. Street  
Rainier, Oregon 97048  
(503) 556-3736  
Head Start  
Even Start  
Healthy Start

**KID CARE PROGRAM**  
380 Columbia Blvd.  
St. Helens, Oregon 97051  
(503) 366-6545

**EMERGENCY SERVICES PROGRAM**  
380 Columbia Blvd.  
St. Helens, Oregon 97051  
(503) 397-4951  
(866) 722-4951  
Energy Utility Assistance  
Consumer Education  
Tillamook  
(503) 842-3267  
(866) 722-4951  
Astoria  
(866) 722-4951

**RESPITE & SENIOR SERVICE PROGRAMS**  
310 Columbia Blvd.  
St. Helens, OR 97051  
(503) 366-6543  
Respite Care  
Senior Support & Nutrition Programs

**USDA CHILD CARE FOOD PROGRAM**  
380 Columbia Blvd.  
St. Helens, Oregon 97051  
(503) 366-6580  
Tillamook  
(503) 842-5261  
Astoria  
(503) 325-1053

June 8, 2016

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

Dear Kathy:

Enclosed is a check to the City in the amount of \$13,831.00, a payback of the loan number SH-081 on the property of:

Nancy Harwood  
141 Allendale Drive,  
St. Helens, OR 97051

As in the past, the City should deposit this check and enter the payback in the City ledger, then create a new check for same amount to C.A.T. for deposit in the City of St. Helens Revolving Loan Fund. In addition, the Satisfaction of Mortgage document needs to be signed by Mayor Peterson, at his earliest convenience. This document also needs to be notarized. If you would then send the check and the signed Satisfaction to:

Community Action Team, Inc.  
Sally J McLaughlin  
125 N 17<sup>th</sup> Street  
St. Helens, OR 97051

We will forward the Satisfaction to the appropriate title company and deposit the check into the St. Helens Revolving Loan Fund.

If you have any questions or concerns about any of the enclosed information, please contact me at 397-1675.

Sincerely,

Sally J McLaughlin  
Homeowner Specialist

/sjm

Enc check #538012378, \$13,831.00

RECEIVED

JUN 10 2016

CITY OF ST. HELENS

CITY OF ST. HELENS  
265 Strand  
St. Helens, OR 97051

06/10/2016 3:44 PM  
Receipt No. 01418294

cat  
Loan Payoff-Co  
mm. Block - SH  
-081 HARWOOD 1  
41 ALLENDALE D  
R 13,831.00

-----  
Total 13,831.00  
Cash 0.00  
Check 53 13,831.00

TICOR TITLE COMPANY  
Customer #000000  
2534 SYKES RD, STE C

ST HELENS, OR 97051-

Cashier: lisa  
Station: CH-ADMIN2-15

# City of St. Helens Finance Department

**\*\*\*\*CHECK REQUEST\*\*\*\***

**DATE:** June 29, 2016

**AMOUNT:** \$ 13,831.00

*Please give check to Kathy to mail with document*

**PAY TO:** Community Action Team, Inc.  
Attn: Sally McLaughlin  
125 N. 17<sup>th</sup> Street  
St. Helens, OR 97051

**DEPARTMENT DISTRIBUTION:**

CITY ADMIN	_____	WATER	_____
POLICE DEPT.	_____	SEWER SVC.	_____
BUILDING	_____	SECONDARY	_____
LIBRARY	_____	PRIMARY	_____
PARKS	_____	STORMWATER	_____
FLEET	_____	OTHER	<u>  X  </u>

**ACCOUNT CODE:** 033-033-550000

**DESCRIPTION OF PAYOUT:** \$13,831.00 was received as payback of a CAT loan for **Nancy Harwood** at **141 Allendale Drive**, St. Helens. We need to create a check to CAT for deposit in the City of St. Helens Revolving Loan Fund.

**DATE PAYMENT REQUIRED:** At earliest convenience

**NOTES:** Request for authorization for the Mayor to sign the **Satisfaction of Mortgage** is scheduled before the City Council on 7/20/16.

**REQUESTED BY:** Community Action Team

**APPROVED BY:** Kathy Payne, City Recorder

**FORWARDED TO FINANCE:** 6/29/16

Documents Attached:

- Copy of Letter from CAT
- Copy of Satisfaction of Mortgage
- Receipt of Money Paid

AFTER RECORDING RETURN TO:  
City of St. Helens  
PO Box 278  
St. Helens OR 97051

UNTIL A CHANGE IS REQUESTED  
SEND TAX STATEMENTS TO:  
No Change

---

*This space is reserved for recorder's use.*

### PUBLIC SEWER EASEMENT ENCROACHMENT LICENSE

This Agreement is entered into by and between the City of St. Helens, an Oregon municipal corporation (City) and St. Helens Marina, LLC, an Oregon limited liability company (Owner).

#### Recitals:

1. In March, 1958, Owner's predecessors in interest granted sewer easements to City, recorded at Book 136, page 220 of the Columbia County deed records.
2. In April, 2016, Owner received land use approval to construct garages on **property described as follows**, provided that sewer service be continued in a manner acceptable to City:

**Property description:** Lots 5, 6, 7, 8, 9 and 10, Block 13, "City of St. Helens," Columbia County, Oregon, together with that portion of River Street inuring thereto pursuant to the Vacating Ordinance No. 2719, recorded January 5, 1996, Fee No. 96-00124, Clerk's Records of Columbia County, Oregon. EXCEPTING therefrom that portion dedicated to the City of St. Helens by deed recorded October 10, 2013 as Instrument No. 2013-008361, Clerk's Records of Columbia County, Oregon.

**Deed Reference No:** 1996-11807, 2014-217, and 2015-49.

3. Owner and City agree that continued use of the existing sewer easement to provide such service is reasonable and appropriate subject to the following terms and conditions.

#### Agreement:

**1. Encroachment Authorized.** City hereby authorizes and grants a license for Owner to encroach over City's sewer easement, a description of which is attached as Exhibit 'A', for purposes of constructing the garages described in Site Design Review approval SDR.1.16 dated



April 13, 2016, subject to the terms and conditions of this Agreement. This license shall continue unless and until terminated by City as provided in section 4.

**2. Construction of Replacement Sewer Line.** Prior to construction of the garages, Owner shall at its sole expense replace the existing sewer line with 8" ductile iron pipe in the location and manner set forth in the attached Project S-642 drawing (Exhibit 'B'). All work shall be done by a licensed contractor approved by the City and in accordance with City laws and standards. All work shall be inspected and approved by City.

**3. Maintenance.** City shall provide routine inspection, cleaning and maintenance of the sewer line in accordance with normal and customary practice. Owner shall cooperate with City as reasonably may be necessary.

**4. Repair or Replacement.** Owner acknowledges that continuous proper functioning of the sewer line is essential. If for any reason the sewer line *lying between the manhole to the north and south of the garages building identified as manhole IF21 and IF4, respectively*, does not function properly or fails, City may take such actions as it deems necessary to promptly restore sewer service provided that such actions do not damage the garages, unless the City in its sole discretion concludes that action that damages the garages is the only reasonable option that exists. This may include but is not limited to constructing a temporary bypass sewer line around the garages.

In the event City determines that the sewer line *lying between the manhole to the north and south of the garages building identified as manhole IF21 and IF4, respectively*, cannot reasonably be permanently repaired in its existing location, City may terminate this license and require Owner to reroute and replace the sewer line on Owner's property and beyond in accordance with the schedule, plans and permits approved by City. Rerouting and replacement of said sewer line may be on Owner's property or public right-of-way and may include portions of the sewer line beyond that as described herein, depending on specifications for proper sewer function. City may elect to perform such work at Owner's expense if Owner fails to substantially complete the work within 30 days or such other time as agreed to by City. Owner hereby grants City access to the property as City deems necessary to perform temporary and permanent work. Except in case of emergency, City shall coordinate all such work with Owner.

**5. Cost of repair or replacement.** Owner shall be responsible for all costs associated with temporary and permanent repair or replacement of that portion of the sewer line that is the subject of this Agreement, including but not limited to bypass or relocation of the sewer line. Owner shall within 30 days of receipt of a statement of expenses, reimburse City for City's expenses of performing bypass, repair, relocation or replacement.



**6. Release of Claims.** Owner hereby waives, releases and covenants not to sue City, its officers, agents and employees for any and all damages or claims arising from or relating to the sewer line in its existing location.

**7. Indemnification.** Owner shall indemnify, hold harmless and defend City, its officers, agents and employees, from and against any and all claims arising from or relating to that portion of the sewer line that is the subject of this Agreement.

**8. Miscellaneous.**

a. Time is of the essence of this Agreement.

b. In an action to enforce the terms of this Agreement, including an action for payment of amounts due City, the prevailing party shall be entitled to its reasonable attorney fees and costs, including on appeal.

c. Pursuant to ORS 93.710 or other applicable law, this Agreement shall be recorded in the property records of Columbia County and shall run with the land and bind the successors and assigns of the parties. Nothing herein, however, grants Owner an interest in property, including the sewer easement, held by City.

d. Sections 5 through 7 of this Agreement shall survive termination.

e. This Agreement shall be construed so as to minimize the risk of disruption in sewer service and to protect the public health.

**City**

**Owner**

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

Name: Randy Peterson

Title: Mayor

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

Name: Brad Hendrickson

Title: Owner/Manager

STATE OF OREGON    )  
                                  ) ss.  
County of Columbia    )

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by Randy Peterson as Mayor of the City of St. Helens.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires:\_\_\_\_\_

STATE OF OREGON    )  
                                  ) ss.  
County of Columbia    )

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by Brad  
Hendrickson as Owner/Manager of the St. Helens Marina, LLC.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires:\_\_\_\_\_

Exhibit A  
City's Sewer Easement

**DEED**  
**BOOK 136 PAGE 220**

Know All Men by These Presents, That R. A. Phair and H. B. Phair, husband and wife  
and ~~XXXXXXXXXXXXXXXXXXXX~~ Harvey S. Park and Kathryn I. Park, husband and wife,  
in consideration of One and no/100ths Dollars (\$1.00) and other valuable considerations

them paid by the City of St. Helens, Oregon, have bargained and sold, and by these presents do bargain, sell and convey unto said City of St. Helens, Oregon, an easement and right of way for a city sewer, storm drain, pipe or pipes, through, under or across the following described real property, in Columbia County, State of Oregon, to-wit:

The Northwest corner of Lot 6, Block 13, City of St. Helens, Columbia County, Oregon, bounded by a line beginning at a point on the West property line 17 feet North of the Southwest corner, thence Northerly to a point on the North property line located 7 feet East of the Northwest corner.

A 15 foot wide strip across Lot 7, Block 13, City of St. Helens, Columbia County, Oregon, the center line of which is described as follows: "A line beginning at a point on the West property line 8 feet North of the Southwest corner, thence Northerly to a point on the North property line 8 feet East of the Northwest corner."

A 15 foot wide strip across Lot 8, Block 13, City of St. Helens, Columbia County, Oregon, the center line of which is described as follows: "A line beginning at a point on the South property line 8 feet East of the Southwest corner, thence Northerly to a point on the North property line 17 feet East of the Northwest corner."

Also the North 15 feet of the Lot.

together with the right to enter upon said premises for the purpose of excavating for, constructing and establishing such sewer, storm drain pipe line or lines, and for the further purpose of entering to repair and improve such sewer, drains, and pipes, when necessary; such use and right to be at all times exercised so as to avoid all unnecessary damage.

To Have and to Hold the above granted easement and right of way, unto said City of St. Helens, Oregon for the purposes above set forth, forever.

In Witness Whereof, R. A. Phair and H. B. Phair, and/ Harvey S. Park and Kathryn I. Park, the grantor s  
and named have hereunto set their hand s and seal s this 28<sup>th</sup> day of March, 1958,

Signed, sealed and delivered in the presence of  
R. B. [Signature] } Harvey S. Park (Seal)  
[Signature] } Kathryn I. Park (Seal)  
[Signature] } R. A. Phair (Seal)  
[Signature] } H. B. Phair (Seal)

BOOK 136 PAGE 221

STATE OF OREGON }  
County of Columbia } ss

Be It Remembered, That on this 28<sup>th</sup> day of March  
A. D., 1958 before me the undersigned, a Notary Public in and for said County and State, personally  
appeared the within named R. A. Phair and H. B. Phair, husband and wife, and  
Harvey S. Park and Kathryn I. Park, husband and wife,  
known to me to be the identical persons described in and who executed the within instrument, and ac-  
knowledged to me that they executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and Notarial seal the day and year last above written.



Marshall C. Kelly  
Notary Public for Oregon.  
My commission expires July 26, 1959

EASEMENT and  
RIGHT OF WAY

R. A. PHAIR and

H. B. PHAIR and  
HARVEY S. PARK and KATHRYN I. PARK  
TO

City of St. Helens

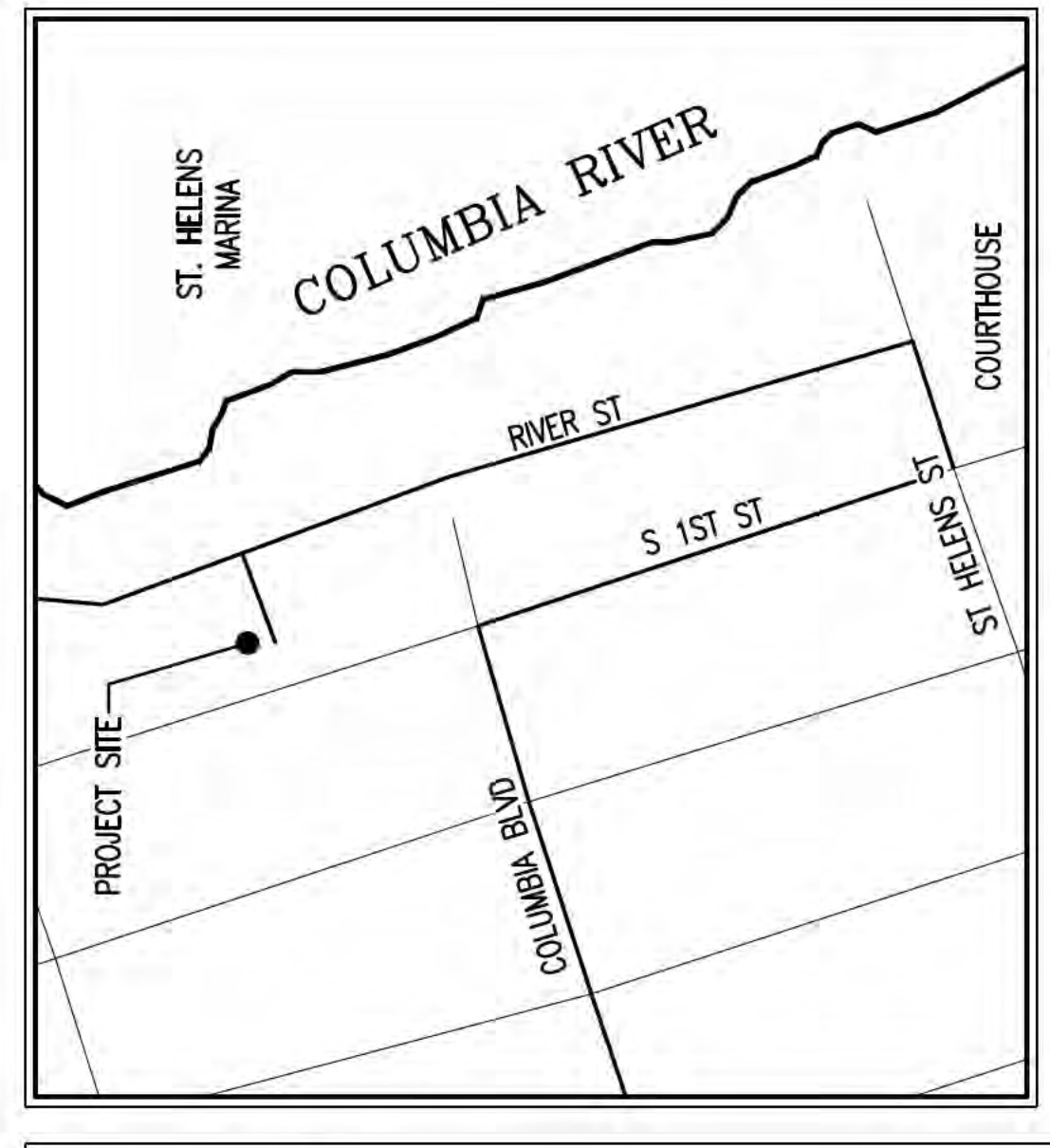
STATE OF OREGON } ss.  
Columbia County

I certify that the within instrument of  
writing was received for record on the  
1st day of MAY 1958  
at 4:50 o'clock P. M.; recorded  
in Book 136 on page 220  
Records of Deeds  
of said County.  
Witness my hand and seal of County  
affixed.

H. F. Jensen  
County Clerk.  
Tamara Phair  
Deputy

Exhibit B  
Project S-642 Drawing





**VICINITY MAP**  
SCALE: NTS

**SURVEY INFORMATION PROVIDED BY:**  
**REYNOLDS LAND SURVEYING, INC.**  
(503) 397-5516

**NOTES**  
ELEVATIONS ARE BASED ON OREGON DEPT. OF TRANSPORTATION BENCH MARK "HELEN", PID R04218, A BRASS DISC NEAR THE INTERSECTION OF 6TH STREET AND PLYMOUTH STREET IN ST. HELENS, OR DATUM: NAVD 88  
CONTOUR INTERVAL=1'

THE 100 YEAR BASE FLOOD ELEVATION FOR THE VICINITY IS 26.3' NAVD 88, PER FEMA FIS COLUMBIA RIVER PROFILE.

UNDERGROUND UTILITIES AS SHOWN, WERE MARKED VIA THE OREGON UTILITY NOTIFICATION CENTER - TICKET NO. 16010908.

ORDINARY HIGH WATER AND WETLAND DELINEATION WERE DONE BY WETLAND SOLUTIONS NORTHWEST, LLC.

THE STATE OF OREGON, DEPARTMENT OF STATE LANDS SUBMERGED AND SUBMERSIBLE LAND LEASE FOR ST. HELENS MARINA, LLC EXTENDS RIVERWARD FROM THE ORDINARY LOW WATER LINE PER LEASE NO. 10526-ML

**UTILITY LOCATES**  
**LOCATES (48 HOUR NOTICE PRIOR TO EXCAVATION)**

OREGON LAW REQUIRED YOU TO FOLLOW THE RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER BY CALLING (503) 246-1987.

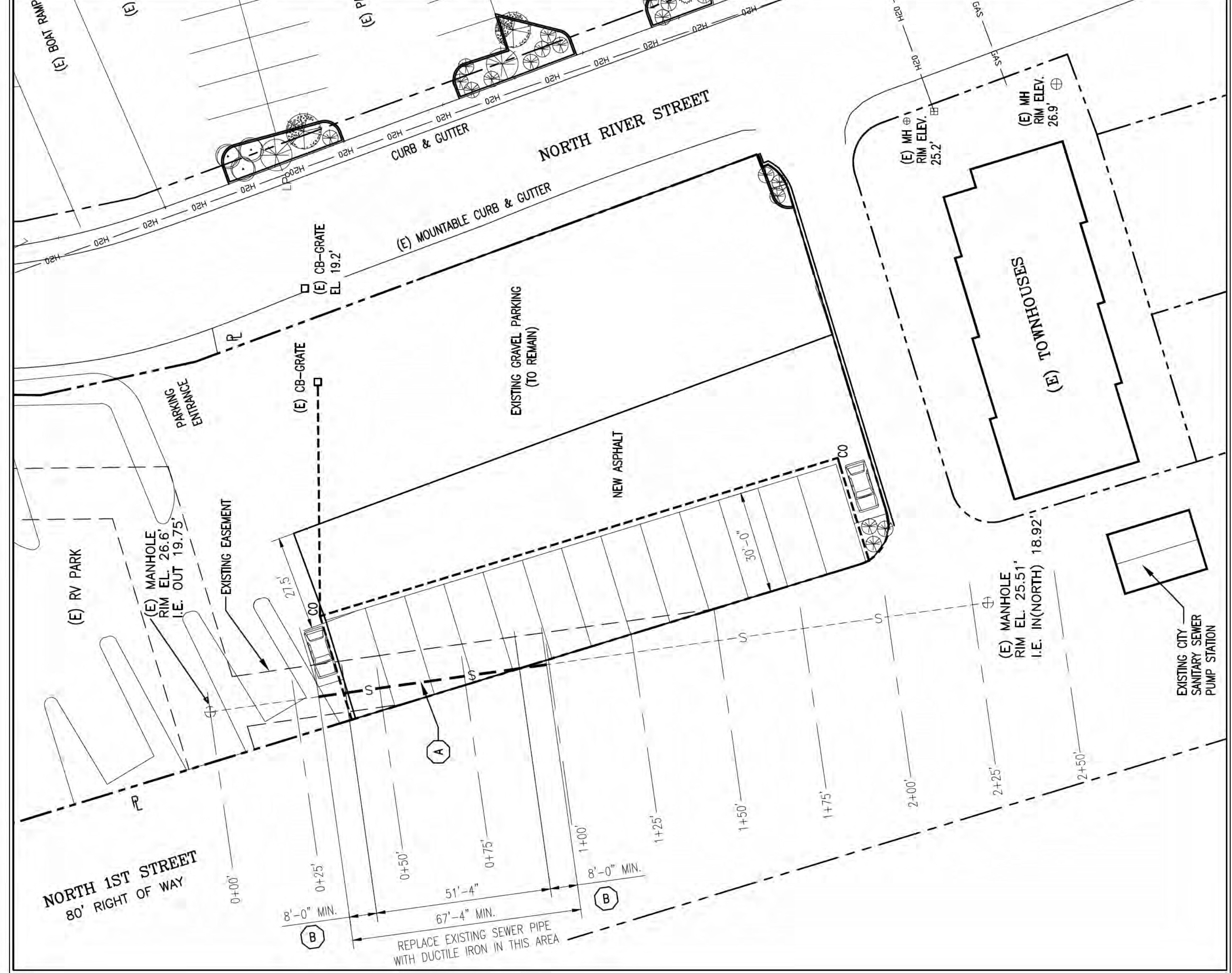
**ONE CALL SYSTEM**  
1-800-332-2344

THE PUBLIC WORKS MAINTENANCE SUPERVISOR, NEAL SHEPPARD (503-397-3532), MUST BE NOTIFIED 48 HOURS IN ADVANCE TO COORDINATE ANY TAPS AND/OR WATER VALVE OPERATION. THE CONTRACTOR IS NOT ALLOWED TO OPERATE ANY WATER VALVES CONTROLLING FLOW TO NEW PIPING FROM CITY'S POTABLE WATER SYSTEM.

**A CITY PERMIT IS REQUIRED TO WORK IN THE PUBLIC R.O.W.**

**LEGEND**

(E) EXISTING	--- NEW STORM SEWER LINE
(N) NEW	--- EXISTING WATER LINE
FH FIRE HYDRANT	--- EXISTING SANITARY SEWER LINE
MH MANHOLE	--- NEW (REPLACED) SANITARY SEWER LINE
WM WATER MAIN	--- EXISTING STORM SEWER LINE
EOP EDGE OF PAVEMENT	--- PROPERTY LINE
CP CATCH BASIN	--- ADJACENT PROPERTY LINE
WM WATER METER	--- EASEMENT LINE
MC MANHOLE COVER	--- EDGE OF NEW ASPHALT
WC NEW WATER VALVE	--- NEW ASPHALT
CO CLEAN OUT	--- NEW CONCRETE
H20 NEW STORM SEWER LINE	
S EXISTING WATER LINE	
S- EXISTING SANITARY SEWER LINE	
S- NEW (REPLACED) SANITARY SEWER LINE	
--- EXISTING STORM SEWER LINE	
--- PROPERTY LINE	
--- ADJACENT PROPERTY LINE	
--- EASEMENT LINE	
--- EDGE OF NEW ASPHALT	
--- NEW ASPHALT	
--- NEW CONCRETE	



**SEWER MAIN MODIFICATION PLAN**  
SCALE: 1"=20'-0"

**ST. HELENS MARINA**  
**RIVER STREET GARAGES**  
**SEWER MAIN MODIFICATION**  
**MAY 2016**

**DRAWING INDEX**

DRAWING NUMBER	DESCRIPTION
D-2370-3000-01	SEWER MAIN MODIFICATION PLAN, VICINITY MAP AND NOTES
D-2370-3000-02	SECTION, PROFILE, DETAILS & NOTES

**KEYED NOTES:**

(A) REPLACE EXISTING 8" SEWER LINE WITH 8" DUCTILE IRON PIPE. THE EXISTING SEWER LINE WAS LINED WITH CURE-IN-PLACE LINER ABOUT 2 YEARS AGO. MAKE SURE THE INSIDE DIAMETERS OF THE PIPES MATCH UP SO THERE IS NOT A RIDGE OR RIM THAT WOULD START HOLDING UP DEBRIS AND CREATING AN OBSTRUCTION AND BACKUP. CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SMOOTH INSIDE TRANSITION OF THE PIPES.

(B) EXTEND THE NEW 8" DUCTILE IRON PIPE AT LEAST 8'-0" BEYOND THE BUILDING AT EACH END. THE EXACT DISTANCE FROM THE BUILDING SHALL BE DETERMINED BY THE BUILDING OFFICIAL BASED ON A 1:1 MAXIMUM SLOPE FROM THE BOTTOM OF THE BUILDING FOUNDATION TO THE BOTTOM OF THE TRENCH.

**NOTE:**

- ALL PIPES SHALL HAVE .5% MINIMUM SLOPE AND 30" OF COVER MINIMUM.
- ALL HARD SURFACES SHALL HAVE A MINIMUM OF 1.0% SLOPE TOWARDS COLLECTION SYSTEM.
- ALL WALKWAYS SHALL HAVE A MAXIMUM SLOPE OF 5.0% IN THE DIRECTION OF TRAVEL AND 2.0% CROSS SLOPE.
- PLAN CAN BE PROVIDED IN CAD FORMAT TO ACCOMMODATE CONSTRUCTION STAKING. (NOT ALL DIMENSIONS ARE SHOWN)
- LANDSCAPE AREAS SHALL BE SLOPED TOWARDS CATCH BASINS AS REQUIRED TO PREVENT PUDDLES. PROVIDE 2'-6" DRAIN ROCK SURFACE WITHIN 3' OF LANDSCAPE CATCH BASINS TO REDUCE THE POTENTIAL OF BLOCKAGE.
- POWER SERVICE SHALL BE COORDINATED WITH CRPUD AND THEN ADDED TO THIS PLAN BY LCE.
- OWNER SHALL PROVIDE PERMANENT PUBLIC UTILITY EASEMENT THAT EXTENDS 7.5' AROUND AND BETWEEN ALL PUBLIC UTILITIES (STORM, SANITARY, AND WATER LINES).

**GENERAL NOTES**

- ALL WORK SHALL CONFORM TO THE MOST CURRENT REVISION OF THE OREGON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, OREGON OCCUPATIONAL SAFETY AND HEALTH DIVISION (OSHA) REGULATIONS, DEO, OREGON STATE HEALTH DEPARTMENT AND CITY OF ST. HELENS & ANWA STANDARD PLANS AND SPECIFICATIONS, AS APPLICABLE.
- SANITARY SEWER LATERALS SHALL BE PVC MATERIAL (4" MINIMUM DIAMETER). ALL NON METAL PIPE MUST HAVE #10 GAUGE COPPER WIRE AND TRACER TAPE AT 10 TO 24 INCHES ABOVE LATERAL. THE ENDS OF SANITARY LATERALS SHALL BE MARKED WITH A PRESSURE TREATED 2"x4" PAINTED GREEN, WITH DEPTH OF LATERAL CLEARLY MARKED AND "SAN" CLEARLY VISIBLE.
- ALL FILL AREAS SHALL BE STRIPPED OF ORGANIC MATERIAL FILL SHALL BE PLACED IN 9-INCH LIFTS AND COMPACTED TO 95% RELATIVE MAXIMUM DENSITY ACCORDING TO AASHTO T-99 STANDARDS. BASE ROCK IN THE STREET SHALL BE COMPACTED TO 95% PER AASHTO T-180. LANDSCAPED AREAS SHALL BE COMPACTED TO 90%. THE CONTRACTOR WILL PROVIDE DENSITY TESTING, A MAXIMUM OF ONE FOR EVERY 10,000 SQUARE FEET OF AREA AND 2 FEET OF FILL PLACED. ADDITIONAL COMPACTION TESTS MAY BE REQUIRED BY THE CITY IF POOR COMPACTION EFFORTS ARE OBSERVED DURING CONSTRUCTION. COMPACTION REPORTS FROM A REPUTABLE TESTING LAB SHALL BE SUPPLIED TO THE CITY. ALL BACKFILL MATERIALS SHALL BE COMPACTED TO 95% OF THE MAXIMUM MATERIAL DENSITY AND PER A.W.P.A. DIVISION III, SECTION 301.2.04. ALL PIPE SHALL HAVE A MINIMUM COVER OF 30".
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION OF ALL UTILITIES WITH THE APPROPRIATE ORGANIZATIONS AND CONTRACTING CITY FOR ALL REQUIRED INSPECTIONS.
- ANY CHANGES FROM APPROVED PLANS SHALL BE APPROVED BY THE CITY AND THE APPROPRIATE AGENCIES. COMPLEXITY OF MODIFICATIONS WILL DETERMINE IF REVISED PLANS ARE REQUIRED.
- BEDDING AND PIPE ZONE BACKFILL REQUIREMENTS SHALL BE IN ACCORDANCE WITH APPLICABLE SPECIFICATIONS AND DETAILS.
- PRIOR TO ACCEPTANCE, ALL PUBLIC SANITARY SEWER SHALL BE AIR TESTED IN ACCORDANCE WITH THE CITY AND APWA REQUIREMENTS FOR SUCH TESTS. PVC PIPE SHALL ALSO BE TESTED FOR DEFLECTION, USING A MANHOLE DESIGNED AT NO LESS THAN 95% OF INTERIOR DIAMETER. CONTRACTOR TO PREPARE PIPE IN ACCORDANCE WITH OREGON APWA SPECIFICATION PRIOR TO THE CITY ENGINEER AND/OR THE DESIGNATE WITNESSING THE TEST. ALL SANITARY SEWER LINES SHALL BE VIDEO TAPED, BY THE CONTRACTOR, TO ASSURE THAT THERE ARE NO FLAT SPOTS IN THE LINE AND THAT TRANSITIONS ARE SMOOTH PER KEYED NOTE A.
- SANITARY MANHOLES SHALL BE TESTED IN ACCORDANCE WITH OREGON APWA AND DEO SPECIFICATIONS.
- ONE SET OF PLANS SHALL BE KEPT ON SITE DURING ALL CONSTRUCTION. ANY CHANGES OR MODIFICATIONS SHALL BE NOTED AND KEPT AS REDLINE DRAWINGS TO BE SUBMITTED TO THE CITY WHEN THE PROJECT IS COMPLETED.
- A PRE-CONSTRUCTION MEETING WITH THE CITY AND THE CONTRACTOR IS REQUIRED PRIOR TO THE START OF CONSTRUCTION.
- CITY ENGINEERING STAFF SHALL BE SUPPLIED WITH MATERIAL CERTIFICATIONS FOR ALL MATERIALS USED ON PUBLIC INFRASTRUCTURE.
- CITY PUBLIC WORKS MAINTENANCE DIRECTOR SHALL APPROVE THE RECONNECTION AT EACH LOCATION BEFORE IT IS BACKFILLED.

S-642

DATE: 5/31/16	REVISION RECORD	DATE: 5/26/16
REVISED PRINT	REVISION RECORD	5/26/16
VOID ALL PREVIOUS	REVISION RECORD	5/26/16
DATE: 05/06/16	REVISION RECORD	5/26/16
ISSUED	REVISION RECORD	5/26/16
FOR APPROVAL	REVISION RECORD	5/26/16

Lower Columbia Engineering  
St. Helens, Oregon  
503.348.0389

PROJECT NO. 2370  
DRAWN BY: MA  
APPROVED BY: MA  
SCALE: NOTED  
DATE: 05/06/16  
DWG. NO. D-2370-3000-01-A

ST. HELENS MARINA  
RIVER STREET GARAGES  
SEWER MAIN MODIFICATION



## OUTCALL NOTIFICATION AND ALERTING SERVICES LETTER AGREEMENT

The outcall notification and alerting service, also referred to in Columbia County as the Columbia Alert Network (“CAN”), is an ultra-high speed telephone dialing service that is capable of placing thousands of telephone calls in minutes in situations requiring emergency public notification. Pre-recorded messages are delivered and the recipient may be prompted to acknowledge receipt of the message. All public entities and private industries in Columbia County are authorized to activate CAN by means of a request to Columbia 9-1-1 Communications District (“District”). Columbia 9-1-1 has a contract with Everbridge to supply this service and is the owner of the network.

**City of St Helens** (“Member”) is a subscriber to CAN by virtue of its participation in the system. Member has been involved in cost sharing for the system for several years.

The purpose of this Agreement is to set forth the terms and conditions for Member as a subscriber to CAN. Member is entitled to the following services:

- CAN Activation Services:** District will cooperate with and assist Member to take advantage of the benefits associated with Member’s subscription to CAN. In addition, District will provide CAN activation services for Member upon request (“CAN Activation”). Member may request CAN Activation calling the dispatch center’s 24-hour number (1-800-696-7795 or 503-397-1521).
- CAN Data Services Costs:** Columbia 9-1-1 will assist Member with data uploads to the system. Columbia 9-1-1 will not accumulate data, but will assist in the formatting of the data. Columbia 9-1-1 will not verify the accuracy of any data. Columbia 9-1-1 will assist member with uploading of data to CAN for purposes of community notifications, not related to matters of public safety. . Member may upload data as often as member may deem appropriate for their needs.
- Fee:** The annual cost sharing fee for will be \$ 1100.00
- Term:** Subject to earlier termination as provided in paragraph 4, below, this Agreement shall have an initial term of one (1) year commencing on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_. This Agreement renews automatically for successive one (1) year terms beginning \_\_\_\_\_, 20\_\_ unless and until notice of termination is given by one party to the other in accordance with Section 5. Wherever reference is made in this Agreement to the term hereof, such reference shall include the initial term and any renewal thereof.
- Termination:** Either District or Member has the right to terminate this Agreement upon thirty (30) days’ notice to the other in the event of an occurrence of a default by the other as defined in paragraph 5, below. In addition, this Agreement may be terminated: (i) at any time upon mutual agreement of District and Member or (ii) by either District or Member upon ninety (90) days’ prior written notice to the other.



6. **Events of Default:** The following constitute events of default by Member:

(a) The failure of Member to pay any compensation owing to District and the continuation of such failure for at least thirty\_(30) days after notice given to Member by District that the same is due and payable.

(b) The failure to perform any act required of Member hereunder and the continuation of such failure for at least thirty (30) days after notice given to Member by District specifying such failure and requesting that the same be corrected.

The following constitute events of default by District:

(a) The failure to perform any act required of District hereunder, and the continuation of such failure or performance for at least Thirty (30) days after notice given to District by Member specifying such failure or performance and requesting that the same be corrected.

7. **Indemnification:** District and Member (“Indemnifying Party”) each hereby agree to indemnify and hold harmless the other from any liability, loss, cost, claims, damages, and expenses (including reasonable attorneys fees at trial and on any appeal) arising out of or related to any acts or omissions of the Indemnifying Party and any party employed by the Indemnifying Party. The term “acts or omissions” as used herein include without limitation any accident, injury or damage whatsoever caused to any person or property. Indemnification under this paragraph is not exclusive but shall be in addition to all rights and remedies provided by law or in equity.

8. **No Waiver:** Unless otherwise expressly provided herein, no waiver by a party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the party waiving the provision. No delay or omission in the exercise of any right or remedy accruing to a party upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by a party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition. All rights or remedies afforded to a party hereunder or by law shall be cumulative and not alternative, and the exercise of one right or remedy shall not bar other rights or remedies allowed herein or by law.

9. **Notice:** Any notice required or desired to be given with respect to this Agreement shall be in writing and shall be deemed delivered effective when personally delivered or five (5) days after it is deposited in the United States Mail, registered or certified, addressed to the party intended to receive notice at the party’s address set forth below, or to such other address as a party may have specified by prior written notice to the other party:

Columbia 9-1-1 Communications District  
58611 McNulty Way  
P.O. Box 998  
St. Helens, Oregon 97051  
Telephone: (503) 397-7255 Fax 503 366 7196  
Attn: Steve Watson – Executive Director

City of St Helens  
265 Strand Street  
St. Helens, Oregon 97051

2 - OUTCALL NOTIFICATION AND ALERTING SERVICES LETTER AGREEMENT

10. **Further Action:** The parties hereto shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

11. **Amendments:** This Agreement may not be altered or amended except by a writing signed by both District and Member.

12. **Assignment:** Member may not assign, transfer, or delegate its obligations under this Agreement without the express written consent of District.

13. **Arbitration:** Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation of this Agreement, shall be settled by binding arbitration in Columbia County, Oregon. District and Member shall select one arbitrator to conduct the arbitration, except that if District and Member are unable to agree on the selection of an arbitrator, the arbitrator shall be selected by the presiding judge of the Circuit Court of the State of Oregon for Columbia County. The arbitration shall otherwise proceed according to the Arbitration Rules of the Arbitration Service of Portland. Judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

14. **Time Essence:** Time is of the essence of each of the agreements, covenants and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement

Columbia 9-1-1 Communications District
By: _____
Title: _____
Date: _____

City of St. Helens
By: _____
Title: _____
Date: _____



## **AGREEMENT FOR CRISIS INTERVENTION TEAM COORDINATOR**

This AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Columbia Community Mental Health** (“CCMH”), an Oregon non-profit corporation.

### **RECITALS**

**A.** The City and CCMH are both participating members of a county-wide Crisis Intervention Team (hereinafter “CIT”) Steering Committee, which is a multi-jurisdictional, multi-agency group dedicated to improving the delivery of services to people suffering from mental health crises in Columbia County; and

**B.** The City applied for and received funding from the Bureau of Justice Assistance to further the CIT program in Columbia County, including funds for the hiring of a full time CIT Coordinator; and

**C.** City is willing to assist CCMH in hiring and providing funding for a full time CIT Coordinator, providing that payment therefor is made by and through the grant obtained by City. Activities to be conducted by the CIT Coordinator will be for the purpose of enhancing CIT activities throughout Columbia County, consistent with the grant.

### **AGREEMENT**

**1.** CCMH hereby agrees to hire a full time CIT Coordinator and pay all wages, taxes and benefits as accrue to other CCMH employees. The CIT Coordinator shall be a CCMH employee and CCMH shall be responsible to provide all worker’s compensation insurance coverage, unemployment insurance coverage, wages social security taxes and any other administrative support and provision of training and benefits directly related to the employment of the CIT Coordinator. CCMH shall also be responsible for overall supervision of the CIT Coordinator and for any and all personnel actions and/or discipline which may be needed during the term of this Agreement. CCMH is a subject employer under ORS Chapter 656 and shall procure and maintain currently valid workers compensation insurance coverage for all subject workers throughout the period of this agreement.

**2.** City agrees assist in hiring and also agrees to reimburse CCMH for all regular wages and benefits paid to the CIT Coordinator for the period of time that the CIT Coordinator is assigned to and working with the City, so long as such reimbursement is an allowable expense under the grant. City will not reimburse CCMH for any overtime paid to the CIT Coordinator or for any other extraordinary costs without prior approval of City. Under no circumstances shall the CIT Coordinator be deemed a City employee for any reason and no benefits which ordinarily accrue to City employees shall accrue to the CIT Coordinator under this agreement. The City Police Chief and the City Lieutenant shall provide direction and guidance to the CIT Coordinator while the Coordinator is assigned to and working for the City but the City shall not be responsible for any personnel matters or discipline of the CIT Coordinator, nor shall the City be responsible for worker’s compensation or unemployment compensation for the CIT Coordinator. City shall notify CCMH promptly if any personnel action or discipline becomes necessary, in the opinion of the Police Chief and/or the Lieutenant.



3. Subject to the termination provisions of Section 6 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate upon the termination of grant funding or on September 13, 2018, whichever occurs first. The City and CCMH reserve the right to extend this agreement upon mutual written agreement of the parties, upon terms acceptable to both parties. Any increase in reimbursement for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current amounts.

4. 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.

5. 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 Administrator  
City of St. Helens  
PO Box 278  
St. Helens OR 97051

**CCMH:** Columbia Community Mental Health  
c/o Roland Migchielsen, Director  
58646 McNulty Way  
St. Helens, Oregon 97051

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

6. Either party may terminate this Agreement upon ninety (90) days' written notice to the other.

7. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and CCMH.

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

9. CCMH and its officers, employees, agents and subcontractors, including the CIT Coordinator, are not agents of the City, as those terms are used in ORS 30.265. CCMH 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 CCMH or officers, employees, agents, or subcontractors of CCMH, including the CIT Coordinator. CCMH 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.

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

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

12. 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 CCMH has executed this Agreement on the date written below.

**CITY:**

**Columbia Community Mental Health:**

**CITY OF ST. HELENS**

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

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

Its: \_\_\_\_\_

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

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

Name: Roland Migchielsen

Its: Director

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

APPROVED AS TO FORM:

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

City Attorney

**STATE MARINE BOARD  
FACILITY GRANT COOPERATIVE AGREEMENT  
FACILITY GRANT NO. 1560  
NORTH SAND ISLAND MARINE PARK BOATING IMPROVEMENTS**

This Agreement is entered into by and between the State of Oregon, acting by and through its State Marine Board, hereinafter called the "Board," and City of St. Helens, hereinafter called the "Recipient", each a "Party" and, together, the "Parties".

**RECITALS**

The Board and the Recipient are authorized under ORS Chapter 190 to enter into cooperative agreements

The Board is authorized to provide grants for boating facility projects under ORS 830.150 and

The Board has sufficient facility grant funds available within its current biennial budget and has authorized expenditure on the Recipient's Project as defined below, and

The Recipient agrees to comply with Boating Facility Grant Program rules in OAR 250-014 and other Board adopted policies and procedures, and

The purpose of this Agreement is to set forth the obligations of both Parties in the development of recreational boating facilities at North Sand Island Marine Park for the replacement of the short-term tie-up gangway connecting the inner and outer docks, hereinafter called the "Project," as described in the Recipient's Facility Grant Application FG#1560 and Staff Report to the Board. With this reference, the Facility Grant Application and Staff Report are made part of this Agreement. If a conflict exists between the Facility Grant Application, Staff Report and this Agreement, the Agreement will govern.

NOW, THEREFORE, the Board and the Recipient agree to the following:

**I. BOARD COVENANTS**

1. Federal Fund Approval. The Board has received a grant from the United States Department of the Interior, Fish and Wildlife Service, (USFWS) as described pursuant to 2 CFR 200.331 on Attachment B. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and 2 CFR 200.330, the Board's determination is that the Recipient is the sub-recipient of federal funds.
2. Grant Funds. Upon approval by its governing body, the Board shall provide grant funds in the amount of \$20,407 state funds and \$20,284 federal Boating Infrastructure Grant funds to the Recipient to fund the Project. The Board shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for administration, overhead, or indirect costs whether or not related to this Agreement.
3. Payments. After the Recipient awards the contract for the Project, and activities commence, the Board shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to the Board, disburse funds to the Recipient in accordance with Section III.

4. Overpayment. In the event that the aggregate amount of the Board's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to the Board the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.
5. Disallowed Costs. The Recipient agrees that payment(s) made by the Board under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that is found by the Board not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay the Board the amount of such excess within 30 days after written notice of disallowed costs is provided by the Board.
6. Cost Savings. Any cost savings realized on the Project shall be prorated between the parties based on the percentage of their respective cash contributions as set forth in Section I.2. and Section IV.2.
7. Board Principal Contact: A Party may designate a new authorized principal contact by written notice to the other Party.

Name/Title: Janine Belleque, Boating Facilities Manager

Address: PO Box 14145, 435 Commercial St. NE, Salem, OR 97309-5065

Phone/Email: (503) 378-2628 janine.belleque@state.or.us

## II. TERM; PROJECT COMPLETION; PROJECT OWNERSHIP

1. Term. The term of this Agreement shall begin upon the Effective Date and continue for twenty (20) years after the date of Project completion or the date of final payment issuance, whichever is later. The Effective Date is the date that the last party to sign this Agreement has duly executed this Agreement and all required approvals have been obtained.
2. Project Completion. The Project shall be completed, and final billing for the Project shall be submitted to the Board, on or before June 30, 2017. Unless approved in writing, the Board shall not be obligated to disburse any payments after this date.
3. Project Ownership. The Board acknowledges and agrees that the Project is the exclusive property of the Recipient. The Board is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.
4. Boating Facility Operation. If the Board and the Recipient have entered into other grant agreement(s) for boating facilities, including but not limited to, restrooms, docks, boat ramps, then Recipient shall continue to operate those boating facilities for the duration of this Agreement, even if the terms of the other grant agreement(s) have expired.

## III. CONDITIONS TO DISBURSEMENT

1. Conditions Precedent to Any Reimbursement. The Board shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless the Board has received from the Recipient:



- a. Prior to Project bid advertisement or construction, the final architectural and engineering plans, specifications, and cost estimate(s) for the Project, the plans, specifications and estimates to be in form and substance satisfactory to the Board;
  - b. Prior to Project construction a copy of all required, federal, state and local permits or approvals for the Project; and
  - c. A copy of the contractor's, vendor's or supplier's bid pricing, unless the Recipient is completing the Project; and
  - d. Reimbursement Requests must be submitted on the approved Board form along with all supporting documentation. Reimbursements shall be prorated between the parties based on the percentage of their respective cash contributions as set forth in Section I.2. and Section IV.2.
2. Conditions Precedent to Partial Progress Payment(s). The Board shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and approved by the Board. In no event shall the Board disburse more than ninety percent (90%) of the amount indicated in Section I.2. as progress payments.
3. Conditions Precedent to Final Payment. The Board shall not be obligated to make final payment hereunder until the following have been completed or supplied:
- a. Supporting documentation in form and content determined by the Board, has been received reviewed and approved by the Board; and
  - b. Recipient provides a minimum of three photographs detailing the completed work. One photo must be of the installed sign crediting the Board with funding the Project; and
  - c. Inspection and approval of the Project by the Board; and

#### IV. RECIPIENT COVENANTS

1. Project Timeline. The Recipient is responsible for maintaining the project timeline for all dates and activities outlined as the Recipient's responsibility as identified in Attachment "A".
2. Matching Cash Funds. The Recipient shall contribute the total sum of \$13,400 in cash and \$0 in pre-agreement expenditures as described in the Staff Report.
3. Matching Non-cash Resources. The Recipient shall contribute the total sum of \$2,400 administration and \$3,800 force account labor, materials and/or equipment. These are non-reimbursable items.
4. Indirect Rate. The Recipient is charging the indirect rate shown on Attachment B. Total Indirect Costs to be charged are \$0.
5. Construction. The Recipient shall award, and monitor the contractor's performance under the construction contract in such a manner as to insure compliance with Project plans and

specifications. The Recipient must notify the Board immediately of any proposed change in Project design, cost modifications, proposed change orders or modification of scope. The Recipient shall be responsible for all costs associated with unauthorized changes or modifications unless otherwise specifically agreed to in writing by the Board.

6. Commercial and Other Uses.

- a. For purposes of this Section 4, Commercial Use means any activity on or affecting the Project that was not described in the Facility Grant Application or Staff Report, or not approved pursuant to Board Policy 93-06 or 93-02, where the Recipient
  - i. has financial profit as a goal,
  - ii. charges any fees or receives any benefit to provide services, supplies or goods, or
  - iii. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.

b. Commercial Use is prohibited.

c. Recipient must have the capability to make an ordinance, rule, or other regulation to the effect that the Projects are for the benefit of recreational boaters. If, in the sole discretion of the Board, the use by non-recreational boaters such as swimmers, fishermen, divers, crabbers impact recreational boating uses or diminishes the useful life of the Project, then the Recipient must establish and enforce its ordinance, rule, or other regulation.

d. If Project funded a pumpout or dump station in a marina or transient dock, the Recipient must include language in its moorage agreement requiring use of the pumpout and/or dump station if a boat has a holding tank or marine toilet.

e. Recipient must restrict use of the Project to only boats that comply with ORS 830.770 and 830.775.

f. Recipient must maintain and operate this boating facility for use by recreational boats and to enforce that boats can only use the dock for ten days within a thirty day period.

7. Publications & Advertising. The Recipient shall include the following statement if publishing any report, news release or publication regarding this project:

Partial funding for this project was through Oregon State Marine Board Boating Facility Grant Program and in cooperation with U.S. Fish and Wildlife Service and Boating Infrastructure Grant Program.

8. Project Sign. The Recipient shall post in a conspicuous location at the site a sign identifying the Board, Federal Agency and specific federal grant program participation in the Project.

9. Public Access to Project. During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

10. User Fees. No fees can be charged to recreational boaters for the use of pumpout, dump station or floating restroom. Recipient shall notify and request written approval from the Board of any user fees charged to recreational boaters for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by the Board. If user fees are charged for the use of the

completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct operational costs (for example, maintenance and repair costs) for the Project. User fees may affect Maintenance Assistance Program, as described in OAR 250-14-004 eligibility on publicly owned and operated Projects.

11. Maintenance. The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient's ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section IV. 13, Indemnification by Subcontractors.
12. Payments. Recipient agrees to:
  - a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor or materials for the Project;
  - b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
  - c. Not permit any lien or claim to be filed or prosecuted against the Board, due to any construction or maintenance activities at the Project.
13. Liabilities. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Board is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the Board shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the Board on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Board on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Board's contribution amount in any instance is capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with the Board (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Board in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the Board on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the Board on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

14. Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
15. Indemnification by Subcontractors. The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor( "Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
16. Compliance with Applicable Law. The Recipient agrees to comply with Boating Facility Grant Program rules OAR 250-014 and all applicable Board adopted policies and procedures. The Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement
17. Records Maintenance. The Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of the Recipient, whether in paper, electronic or other form that are pertinent to this Agreement in such a manner as to clearly document the Recipient's performance. The Recipient's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of the Recipient whether in paper, electronic or other form that are pertinent to this Agreement, are collectively referred to as "Records"



18. Access. The Recipient acknowledges and agrees that the Board and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. The Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, the Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
19. Closeout. (See 2 CFR § 200.343) The Board will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this agreement have been completed by the Recipient.
20. Recipient Principal Contact: A Party may designate a new authorized principal contact by written notice to the other Party. The Recipient must notify the Board within 30 days if the point of contact changes.

Name/Title: Sue Nelson, P.E. Public Works Engineering Director  
Address: PO Box 278, St. Helens, OR 97051  
Phone/Email: 503-397-6272 suen@ci.st-helens.or.us

#### V. TERMINATION; REMEDIES

1. Termination for Convenience. The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to the Board; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse the Board for all funds contributed by the Board to the Project; provided further that until the Recipient has fully reimbursed the Board for such funds, the Recipient shall comply with the terms hereof.
2. Termination Because of Non-Appropriation or Project Ineligibility. The Board, as provided in VI.3 Force Majeure, may modify or terminate this Agreement and at any time upon thirty (30) days prior written notice to the Recipient, may modify or terminate this Agreement if:
  - a. The Board fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
  - b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to the Board. The Recipient shall deliver written notice to the Board of such termination no later than thirty (30) days from the determination by the Recipient of the event of non-appropriation. The Board shall pay for all authorized Project costs expended up to the date of written notice of termination.

3. Termination for Default. The Board, at any time upon thirty (30) days prior written notice of default to the Recipient, may modify or terminate this Agreement if:
  - a. The design, permitting, or construction of the Project is not pursued with due diligence; or
  - b. The Recipient's fee simple title to or other interest in the construction sites or Project is not sufficient, legal and valid; or
  - c. The construction of the Project is not permissible under federal, state, or local law; or
  - d. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
  - e. The Recipient, without the prior written approval of the Board, uses the funds provided by the Board hereunder to build any project other than the Project described in the final architectural and engineering drawings approved by the Board; or
  - f. The construction is not completed in a good and workmanlike manner or fails to comply with any required permits; or
  - g. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement, or conveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
  - h. The Recipient defaults under any other agreement between Recipient and Board.
4. Rights and Remedies.
  - a. The Recipient shall, within thirty (30) days of its receipt of a notice of default, reimburse the Board for all funds contributed by the Board to the Project. Further, the Board shall have any and all rights and remedies available at law or in equity.
  - b. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating the Board's grant or cause or requires the Board to return funds to the Federal Funding Agency, Recipient will return to Board an amount equal to the funds which the Board is not reimbursed for or is required to return to Federal Funding Agency.

## VI. GENERAL PROVISIONS

1. No Duplicate Payment. The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.
2. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or otherwise amended, except by written agreement by the Parties.
3. Force Majeure: Neither the Board or the Recipient is responsible for any failure to perform nor

any delay in performance of any obligations under this Agreement caused by fire, civil unrest, natural causes, or war which is beyond either Parties reasonable control. Each Party shall, however make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. The Board may terminate this Agreement upon written notice to the Recipient after reasonably determining that failure or delay will likely prevent successful performance of this Agreement.

4. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.
5. Intended Beneficiaries. The Board and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.
6. Tax Compliance. By signature on this Agreement for Recipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.
7. Assignment and Successors in Interest. The Recipient may not assign or transfer its interest in this Agreement without the prior written consent of the Board and any attempt by the Recipient to assign or transfer its interest in the Agreement without such consent will be void and of no force or effect. Board's consent to the Recipient's assignment or transfer of its interest in this Agreement will not relieve the Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns. Any subgrant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the subgrant shall:
  - a. Be awarded in accordance with §200.317 to §200.326 Procurement Standards
  - b. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall require the contractor to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort (as now or hereafter defined in ORS30.260), caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor

or any of the officers, agents, employees or subcontractors of the contractor (“claims”). It is the specific intentions of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

8. Severability. The Board and the Recipient agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
9. Notice. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder relating to this Agreement must be given in writing by personal delivery, facsimile, email or, postage prepaid mail, to the Board or the Recipient at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Agreement Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes 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 notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.
10. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
11. Governing Law; Venue; Consent to Jurisdiction.

This Agreement 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 Board or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District 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, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
12. Merger Clause; Waiver. The Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND



CONDITIONS.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

BOARD:  
State of Oregon, acting by and through its  
State Marine Board

RECIPIENT:  
City of St. Helens

By: \_\_\_\_\_  
Scott Brewen

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

Title: Director

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

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

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

Telephone: (503) 378-2619

Telephone: \_\_\_\_\_

Fax No: (503) 378-4597

Fax No: \_\_\_\_\_

Address: PO Box 14145,  
Salem, OR 97309

Address: \_\_\_\_\_  
\_\_\_\_\_

Federal Employer Identification Number:  
\_\_\_\_\_

**EXHIBIT “A”  
FACILITY GRANT NO. –  
BOATING FACILITY IMPROVEMENTS  
FEDERAL COMPLIANCE TERMS**

**I. Grant Recipient Compliance Requirements:**

- A. Recipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).
- B. Recipient to comply with Assurances – Construction Programs (Standard Form 424D)
- C. Pursuant to 2 CFR Part 170, The Board will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

**II. Federal Terms and Conditions:**

Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

- A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
  - 1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - 2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.
  - 3. Audits. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to the Board within 30 days of completion.
- B. Cost Principles 2 CFR Part 200, Subpart E
- C. Central Service Cost Allocation Plans Appendix V to Part 200
- D. Indirect Cost Proposals Appendix VII to Part 200
- E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by the Board.

G. Eligible Workers. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Recipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the recipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the recipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
4. Coastal Zone Management Act (which requires recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).'
5. Wild and Scenic Rivers Act (which requires the recipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
6. Historic Preservation Act, E.O. 11593 (which requires recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification

and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).

7. Endangered Species Act (which requires the recipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).
8. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25
2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170
3. Award Term for Trafficking in Persons (applicable to private entity sub-recipients) 2 CFR Part 175
4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400
5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401
6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.
7. Pilot Program for Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017, 41 USC §4712.
  - i. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistle blower protections established at 41 USC §4712 by Section 828 of the National Defense Authorization act for Fiscal Year 2013 (P.L. 112-239).
  - ii. Recipients, their sub-recipients, and their contractors award contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
  - iii. The recipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.



8. Prohibition on Members of Congress Making Contracts with Federal Government:  
No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. 41 USC §6306
9. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order. Executive Order 13513.

**ATTACHMENT “A”**

**Project Timeline**

Responsibility	Date	Description
Recipient	Estimated July 2016	Proceed with the contracting for material purchase and installation.
Recipient	Estimated August 2016	Provide the Board a copy of the contractor’s work schedule and notify the Board when the contractor mobilizes on site.
Recipient	Estimated late August-early September	Notify the Board when the Contractor has requested a final inspection
Board	During the fabrication and construction of this project, estimated July-September 2016	The Board will be available to provide technical assistance to the Recipient.
Recipient	Estimated September-October	Receive contractor invoices, issue payment and request final reimbursement from the Board.
Board	Estimated October	Issue final reimbursement, close the grant and term of the grant begins.

**ATTACHMENT "B"**  
**Information required by 2 CFR § 200.331(a)(1)\***

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): City of St. Helens
- (ii) Subrecipient's DUNS number: 076401504
- (iii) Federal Award Identification Number (FAIN): F14AP00137 and F15AP00070
- (iv) Federal Award Date: June 30, 2014 and July 1, 2015
- (v) Sub-award Period of Performance Start and End Date: From upon final signature of subgrantee award to June 30, 2017
- (v) Total Amount of Federal Funds Obligated by this Agreement: \$ 7,936 and 12,348
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$ 20,284
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$ 20,284
- (ix) Federal award project description: Replace gangway for short-term tie-up.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
  - (a) Name of Federal awarding agency: U.S. Fish & Wildlife Service
  - (b) Name of pass-through entity: Oregon State Marine Board
  - (c) Contact information for awarding official of the pass-through entity: Janine Belleque, 503-378-2628 [Janine.belleque@state.or.us](mailto:Janine.belleque@state.or.us)
- (xi) CFDA Number and Name: 15.622 Boating Infrastructure Grant Program  
Amount: \$20,284
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: 0%

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to the Board.

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current State/Federal [specify which applies] fiscal year.

**FIRST AMENDMENT TO  
CR CONTRACTING. PUBLIC IMPROVEMENT CONTRACT**

This agreement is entered into this 30 day of June, 2016, by and between the City, (hereinafter "City"), and CR Contracting, (hereinafter "Contractor").

**RECITALS**

- A. City and Contractor entered into a Public Improvement Contract on June 1, 2016 and said contract, hereinafter "original contract" is on file at St. Helens City Hall.
- B. As part of the original contract Contractor and City agreed that Contractor would provide crack sealing services for various roads throughout the city.
- C. The quantities required to complete the project have increased due to poorer than anticipated roadway conditions.

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

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. The quantities indicated in the contract shall be expanded to include all crack sealing necessary to successfully complete all streets listed in the contract documents.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 30 day of June, 2016.

**Contractor**

Tyler S Vetter  
Date: 6/30/2016

**City**

Randy Peterson  
Randy Peterson, Mayor  
Date: 6/30/16

Attest:  
By: \_\_\_\_\_  
Kathy Payne, City Recorder



**CONTRACT PAYMENTS**

City Council Meeting  
July 20, 2016

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**Murray, Smith & Associates, Inc.**

Project: SD-146 Godfrey Park Storm (Inv#09-1078-75)

\$

**2,448.00**



Murray, Smith & Associates, Inc.  
Engineers/Planners

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

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

June 17, 2016  
Invoice No: 09-1078 - 75

**Invoice Total \$2,448.00**

Project 09-1078 Sanitary Sewer Rehabilitation Program

**For professional engineering services performed through May 31, 2016**

Task 370 Engineering Support Services during Construction - Godfrey Park

**Labor**

	Hours	Rate	Amount	
Principal Engineer III	1.00	199.00	199.00	
Professional Engineer VI	11.00	151.00	1,661.00	
Technician IV	4.00	129.00	516.00	
<b>Total</b>	<b>16.00</b>		<b>2,376.00</b>	
<b>Labor Subtotal</b>				<b>2,376.00</b>

**In-House Reimbursable**

CADD Time			72.00	
<b>In-House Reimbursable Subtotal</b>			<b>72.00</b>	<b>72.00</b>

**Task Total \$2,448.00**

**Invoice Total \$2,448.00**

Godfrey Park Storm SD-146  
010-304-653409 SN

**APPROVED FOR PAYMENT**

INIT	ACCOUNTS PAYABLE	DATE
<i>[Signature]</i>	FINANCE	7-12-16
<i>[Signature]</i>	SUPERVISOR	7-12-16

RECEIVED

JUN 20 2016

ST. HELENS

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

City Council Meeting ~ July 20, 2016

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**Pending applications received:**

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

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

- Susie Patterson resigned. Her term expires 9/30/2017.
- Nancy Bowers resigned. Her term expires 9/30/2018.

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

**Next Meeting:** July 26, 2016

**Recommendation:** None at this time.

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

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

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

**Next Meeting:** August 25, 2016

**Recommendation:** None at this time.

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**Library Board (4-year terms)**

- Nancy Herron's term expired 6/30/2016.

**Status:** At their July 12, 2016 regular meeting, the Board recommended the Council reappoint Nancy Herron.

**Next Meeting:** August 16, 2016

**Recommendation:** Reappoint Nancy Herron to an additional term. Her term will expire 6/30/20.

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

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

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

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

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

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

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



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

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

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

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson  
Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne  
Kathy Payne, City Recorder

# City of St. Helens Planning Commission Meeting May 10, 2016 Minutes

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

**Members Absent:** Kathryn Lawrence, Commissioner  
Ginny Carlson, City Council Liaison

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

**Councilors Present:** Keith Locke, City Councilor

**Others Present:** Brad Hendrickson  
Steve Alexander  
Andrew Niemi  
Edward Kim

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**

Vice Chair Petersen moved to approve the minutes of the April 12, 2016 Planning Commission meeting. Commissioner Semling seconded the motion. 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**

### **Lower Columbia Engineering, LLC Conditional Use Permit / CUP.3.16 197 N. River Street**

It is now 7:01 p.m. and Chair Cary opened the public hearing. There were no ex-parte contacts, conflicts of interest or bias in this matter. Commissioner Webster received a notice in the mail for the proposal, but it will not impact her ability to make a fair decision in the matter. No one in the audience objected to any of the Commissioners' ability to make a fair decision.

City Planner Jacob Graichen entered the following items into the record:

- Staff report packet dated May 3, 2016 with attachments

Graichen introduced the proposal to the Commission and discussed recommended conditions of approval as presented in the staff report. Commissioner Cohen asked if having only one entrance concerned the City as far as maneuverability. Graichen said yes, that is why conditions 2(a)(ii) and 6 are included. Condition 2(a)(ii) requires that a maximum size be posted at the entrance and condition 6 allows the City to restrict the size further if deemed necessary to protect the public, health, safety, and welfare.

Chair Cary asked if the steep slope was an issue for development. Graichen said the slope is something that can be worked out. City Engineering has had plans for a Wyeth Street connection between River Street and 2<sup>nd</sup> Street for some time. Graichen explained because this circumstance has limited space, there is some flexibility in design.

Graichen said Columbia River Fire & Rescue said there are not enough vehicle spaces in the proposal to warrant a second exit for vehicles, but an alternate pedestrian egress will be required. Graichen said that landscaping along the perimeter of the travel trailer park and the public right-of-way between Wyeth Street access improvements and the subject property will contain required vegetation and street trees.

### **IN FAVOR**

**Alexander, Steve. Lower Columbia Engineering, LLC. Applicant.** Alexander explained that RV sites are a growing commodity in the U.S. As baby boomers retire, sites like this are in demand across the United States. This is a great location because it is close to the park, downtown, the marina, and it is walkable. RV parks add to the economic mix of St. Helens. Alexander said they do not take any exception to the conditions Graichen included in the staff report. They will work with City Engineering to meet the Wyeth Street improvement access requirements.

**Niemi, Andrew. Lower Columbia Engineering, LLC. Applicant.** Niemi said the property owner already operates a small RV park in the area. It fits in well to the area and it is well managed. This proposal is only five spaces. The frequency for in and out traffic conflicts is pretty rare. Niemi explained that the steepest portion of the driveway is 16 percent. Columbia River Fire & Rescue said that 16 percent has been the threshold for slope if it is paved. They will be sensitive to ensure a gradual grade change to make sure RVs will not bottom out. They do not want RVs or trailers to scrape up the City's street.

Vice Chair Petersen asked what elevation the site will be. Niemi said he hopes to level the site off at around 35 feet, down from about 40 to 45 feet. There may be some changes, because the excavation crew has not come and done testing to see how workable the rock is.

Hubbard asked if there is a reason why they did not want to design the driveway as a hammerhead for

easier maneuverability, particularly for parking space number one. Chair Cary had the same question. Niemi said the person who is going to deal with conflict the most if it is not designed appropriately is the property owner. They have played around with some hammerhead designs, but ultimately, the final design will be the one that creates the easiest maneuverability.

Commissioner Cohen asked if they considered vehicular visibility coming from down the hill. Niemi said it did not seem to be an issue because of the low speed and low traffic.

Vice Chair Petersen asked how the applicant will provide proof that turning radiuses will be met to satisfy the condition Graichen included. Niemi said if the maximum width for the spaces is 35 feet, they will do the calculations for this width. He also pointed out there is a sample 40-foot motor home turning radius provided on the site plan.

## **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.

## **FURTHER QUESTIONS OF STAFF**

Vice Chair Petersen asked about condition 2(b)(i) which requires the applicant to connect the travel trailer park to River Street with a pedestrian connection. The City's conceptual drawing connecting River Street to 2<sup>nd</sup> Street shows a pedestrian path on one side. Vice Chair Petersen asked if the Wyeth Street improvement to 2<sup>nd</sup> Street should include the pedestrian way that is anticipated in the City's conceptual drawing. Graichen noted condition 2(b)(v) that says that the Wyeth street design shall not deter the ability to extend the street. The Commission decided this condition would also maintain the ability to extend the pedestrian path.

## **DELIBERATIONS**

Vice Chair Petersen thinks Graichen's conditions did a good job addressing the aspects of this proposal. He feels that the Commission's expressed concerns are addressed with the conditions provided in the staff report. Commissioner Webster agreed.

## **MOTION**

Vice Chair Petersen moved to approve the Conditional Use Permit as written. Commissioner Webster seconded. All in favor; none opposed; motion carries.

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





## **Public Hearing**

**Lower Columbia Engineering, LLC**

**Conditional Use Permit & Access Variance / CUP.4.16 & V.4.16**

**134 N. River Street**

It is now 8:03 p.m. and Chair Cary opened the public hearing. There were no ex-parte contacts, conflicts of interest or bias in this matter.

Jacob Graichen entered the following items into the record:

- Staff report packet dated May 3, 2016 with attachments

Graichen said the applicant would like to continue the public hearing to the June 14 meeting. Graichen would like the applicant to provide an extension of 120 day rule. The applicant will provide a letter that the 120 days will be extended from August 18, 2016 to September 19, 2016.

### **MOTION**

Commissioner Webster moved to continue the hearing to the June 14 meeting at 7 p.m. Commissioner Hubbard seconded. All in favor; none opposed; motion carries.



## **Public Hearing**

**Edward Kim**

**Conditional Use Permit / CUP.5.16**

**264 N. Columbia River Hwy**

It is now 8:12 p.m. and Chair Cary opened the public hearing. There were no ex-parte contacts, conflicts of interest or bias in this matter. Commissioner Webster said she was contacted by a property owner adjacent to the subject property, but did not discuss the proposal with her. No one in the audience objected to any of the Commissioners' ability to make a fair decision.

Graichen entered the following items into the record:

- Staff report packet dated May 3, 2016 with attachments

Graichen introduced the proposal to the Commission and discussed the approval criteria and recommended conditions, as discussed in the staff report. Graichen explained that the driveway access to this property requires crossing through ODOT right-of-way and through private property. Access from ODOT Rail was formally received on May 5. However, Bonnie Masterson, the current owner of the private property in which access is required to reach the subject property, is concerned about an increase of traffic that would impact her commercial tenants. Testimony from Masterson was received after packets were mailed out. Masterson's request is that Commission approval be withheld until a formal easement is secured or a new driveway is developed that will not impact her tenants. Graichen discussed a 20 foot access easement from a partition completed during the 1980s to benefit an adjacent flooring company, but this easement was not officially recorded. Graichen also showed the Commission a document the applicant provided that was signed by Bonnie Masterson which granted access to the subject property, but was not officially recorded.

Commissioner Cohen asked about security lighting. Graichen said the applicant proposed security cameras, so lighting could certainly be included. Commissioner Cohen also asked how odor will be monitored and controlled. Graichen said there is a condition that sates no odor is allowed outside of the property lines. He

explained if there is a complaint, we have a condition that allows us to address it. Commissioner Cohen asked if this property was within 1,000 feet of a school. Graichen said that rule applies to retailors and dispensaries, not for facilities growing marijuana.

## **IN FAVOR**

**Wilner-Nugent, Bear. 620 SW 5<sup>th</sup> Ave. Suite 1008, Portland. Applicant's Lawyer.** Wilner-Nugent represents the applicant for this Conditional Use Permit. He commends Graichen for his thoroughness. Wilner-Nugent represents many applicants across the state and has many licenses pending before the OLCC for businesses like this proposal. He explained that local land use approval must be received before state approval. This is why they will not be filing an OLCC application until this decision is finalized. Wilner-Nugent said there are no buffers for grow facilities in either the state or local laws. He also clarified that the only proposed use is growing plants, not processing.

Wilner-Nugent explained the applicant is proposing to construct a septic system on site. The proposal is to grow plants in inside containers, so there will be no run-off into the wastewater system. It would be very counterproductive to the goal of growing marijuana if they had water runoff into the system. Wilner-Nugent said the only wastewater that will go into the septic system will be human waste.

In Wilner-Nugent's legal opinion, the contract regarding access conveys an easement. He said easements in Oregon are not required to be recorded or notarized, but it is certainly better when they are. There is also no evidence in the record before the Commission that abandoned the contract. Wilner-Nugent said the origin of the document was Carol Chan, who is the broker at John L. Scott real estate that assisted the property owner in purchasing the subject property. He believes she received the document from the title company, Tigor Title. If necessary, they are open to leaving the record open to do additional investigation.

Regarding lighting and security, OLCC administrative rules require that they install security cameras to record conditions at entrances (including windows and doors) and in all lighting conditions (infrared). OLCC is primarily concerned with limiting access to the facility and documenting any unauthorized access attempts. They also require that video surveillance footage is stored for up to a month. Wilner-Nugent believes this requirement addresses the Commission's concerns about security lighting.

Wilner-Nugent said that odor filtration is proposed and would mitigate any off-site impact.

Vice Chair Petersen asked about the legitimacy of the easement. Wilner-Nugent said it was originally created during the sale of the property in 2001 to the previous property owner, Aeries Landscaping. This issue was brought to Wilner-Nugent's attention only yesterday, and he reached out to Bonnie Masterson immediately, but she has not returned their phone calls.

**Kim, Edward. Applicant.** Commissioner Cohen asked about runoff water getting into the system. Kim said it is a soil-based plant, not hydroponic, so any extra water evaporates. Chair Cary asked if they have received a bid for installing the septic system because of shallow bedrock. Kim said they have received a quote and are confident that installation is not cost prohibitive. They anticipate only emptying the septic once a year because the amount of waste is so small.

**Yi, Eric. Applicant's Business Partner.** Yi said his business partner, Edward Kim, is very calculated and makes sure everything is done right. Yi said there were homeless camps and people trespassing on the subject property before they bought it. They put up surveillance cameras and made the location much more secure. Yi said they appreciate the opportunity to be in St. Helens.

## **IN OPPOSITION**

No one spoke in opposition.

## **FURTHER QUESTIONS OF STAFF**

Chair Cary asked if they should continue the hearing or require a condition that access be resolved. Graichen said there could be a condition that states access should be resolved before building permit issuance. Commissioner Cohen pointed out that the letter from Masterson specifically requested that the Commission not make a decision until access is resolved. Commissioner Webster is also uncomfortable making a decision without an access resolution. Graichen said the other option is to close the hearing tonight and re-open at a time and date certain.

## **END OF ORAL TESTIMONY**

The applicant is interested in continuing the hearing to the next Commission meeting and agreed to extend the 120-day rule by 30 days.

## **CLOSE PUBLIC HEARING & RECORD**

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

## **DELIBERATIONS**

The Commission would like more information about the source and legitimacy of the access agreement before making a decision. Vice Chair Petersen would like to continue the hearing until the June 14 Commission meeting.

## **MOTION**

Commissioner Cohen moved to re-open the public hearing and continue deliberations at the June 14 Commission meeting at 7:30 p.m. Commissioner Webster seconded. All in favor; none opposed; motion carries.



## **Planning Commission Annual Report to Council**

Graichen asked the Commission if anyone would like to present the annual report to Council on June 1 at 1:30 p.m. Councilor Locke said it is nice when Commissioners present instead of staff. Vice Chair Petersen said he would show up if he is available, but he may be out of town.

Graichen asked if there is anything the Council can do to support the Commission. Commissioner Cohen and Vice Chair Petersen said they would like Council to address marijuana production, manufacturing, and distribution facilities. Commissioner Cohen feels like other communities were more proactive about their rules. Commissioner Semling feels the City should address how many of these production, manufacturing, and distribution facilities will be allowed in St. Helens. Chair Cary would also like to see Council address where these facilities should be located.

Vice Chair Petersen also thinks that the development code should require documentation (drawing, photos, etc.) of buildings in the historic district prior to demolition.



### **Planning Director Decisions**

- a. Sign Permit (Banner) at 2100 Block of Columbia Blvd. – Race Against Child Abuse
- b. Sign Permit (Banner) at 2100 Block of Columbia Blvd. – Fly-In/Cruise-In Event
- c. Sensitive Lands Permit at 134 N. River Street – Lower Columbia Engineering, LLC
- d. Accessory Structure at 400 N. Vernonia Rd. - New storage shed
- e. Home Occupation (Type I) at 425 N. 9<sup>th</sup> Street - Home office for an equine massage business
- f. Sign Permit (Wall) at 31 Cowlitz Street – Tater Rental LLC
- g. Accessory Structure at 35889 Pittsburg Rd. – New detached garage

There were no comments.



### **Planning Department Activity Reports**

There were no comments.



### **For Your Information Items**

There were no for your information items.



There being no further business before the Planning Commission, the meeting was adjourned at 9:37 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							
07/12/16							
08/09/16							
09/13/16							
10/11/16							
11/08/16							
12/13/16							

# City of St. Helens

## Planning Commission Meeting

### June 14, 2016

### Minutes

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

**Members Absent:** Sheila Semling, Commissioner

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

**Councilors Present:** Ginny Carlson, City Council Liaison

**Others Present:** Brad Hendrickson  
Steve Alexander  
Andrew Niemi  
Teresa Dillon  
Sean Dillon  
Don Hibbs  
Bryan Garver  
Derrick Duehren  
James Smith

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**

Vice Chair Petersen moved to approve the minutes of the May 10, 2016 Planning Commission meeting. Commissioner Webster seconded the motion. Commissioner Lawrence 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**

**Dillon, Teresa. 475 S. 2<sup>nd</sup> Street.** Dillon introduced the Commission to their new neighborhood group, Friends and Neighbors of Columbia River View. There are several members of the group in the audience. Dillon said the group consists of smart, capable families who want to actively participate and make St. Helens a better place. The group consists mostly South 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Street residents.

They formed the group because of their concerns about safety because of a recent home invasion and their concerns about land use and zoning in the immediate area. Dillon said they want feedback from the City about what their group can do to be involved and recognized as a neighborhood group in future decision making. They have a few ideas, like improving pedestrian staircase at either end of Tualitan Street and installing a pocket park. Overall, they want to be involved in city planning and volunteer.

Dillon asked a question about the Waterfront Redevelopment Overlay District (WROD) from 2009. City Planner Jacob Graichen said that the property was owned by Boise, not the City, when the WROD was developed. Graichen explained the adopted overlay district included a height restriction that decreased closer to the water. Height restrictions were included in the WROD because of public input about preserving views from residents in the bluff. Dillon said she has been participating in the waterfront redevelopment meetings and always comments about height, but it has never been addressed. Vice Chair Petersen encouraged that their group continue to participate because as the process moves further, height will be addressed. Dillon reiterated that they are invested property owners, not just visitors to the site.

**Dimsho, Jennifer. Assistant Planner.** Dimsho introduced the Commission to the Arts & Cultural Commission's Gateway Sculpture Project: Phase Two. She passed out handouts and explained the Kickstarter fundraising campaign through June and they are trying to raise \$16,000. They are 33 percent funded as of today.

□

## **Public Hearing**

**Lower Columbia Engineering, LLC**

**Conditional Use Permit & Access Variance/CUP.4.16 & V.4.16**

**134 N. River Street**

It is now 7:16 p.m. and Chair Cary continued the hearing for 134 N. River Street. Commissioner Lawrence was absent during the last meeting, but she has no ex-parte contacts, conflicts of interest, or bias in this matter. No one in the audience objected to her ability to make a fair decision in the matter.

Graichen entered the following items into the record:

- Staff report packet dated June 7, 2016 with attachments

Graichen introduced the Commission to the proposal and recommended conditions as presented in the staff report. He recommended that the Commission address the Access Variance before the Conditional Use Permit because denying the Variance will create problems for the Conditional Use Permit.

Chair Cary asked about Graichen's riparian buffer interpretation. Graichen said the intent of the riparian buffer is protect the integrity, function, and value of the resource. The Commission needs to decide if having vehicles this close to the Columbia River creates an additional impact. Graichen explained that in this case, the proposal is not disturbing native vegetation because there was not any to begin with. Chair Cary clarified that our code does not have any stipulations about improving the riparian buffer, but only requires maintenance of what is already existing. Graichen said yes, this is the conclusion he has come to over his tenure.

Commissioner Lawrence asked about the steep bank. Graichen said the applicant can address this.

Commissioner Cohen asked if they Commission has to be concerned about runoff of oils into the Columbia River from vehicles and RVs. Graichen said that the code requires pavement (instead of gravel). The

Commission can also consider a condition about addressing storm water carefully for runoff and having a collection device to separate oil and water, for example.

## IN FAVOR

**Alexander, Steve. Lower Columbia Engineering, LLC. Applicant.** Alexander said Graichen did a good job explaining the proposal. He feels this use is a good fit for the area because it is close to downtown, the park, marina activities, and it is walkable. He said River Street will gain an improved streetscape (street trees and landscaping) that continues from other proposals.

Vice Chair Petersen asked what elevation they have to build at to stay out of base flood elevation. Alexander believes it is 26.3 feet in this area. The sewer line must be above this elevation or flood proofed. Alexander also explained that there are street trees proposed along River Street and along the cul-de-sac side of the parking lot to meet the screening requirements.

Chair Cary asked what kind of trees would be planted. He would like to see larger species that can be used as wildlife habitat within the riparian area.

**Niemi, Andrew. Lower Columbia Engineering, LLC. Applicant.** Niemi wanted to address the stability of the site for RVs and vehicles and the protection of the embankment. Niemi explained that as engineers, they are required to do some test digging. Normally in St. Helens, there is an issue with too much rock. If they find the soils in this area are too sandy and unstable during the test digging, they will take that into consideration during the design process, which is the next step should the Commission approve the Conditional Use Permit. Niemi said bio-engineering bank stabilization will be included to address the sloughing off of the bank that some Commissioners and Graichen noted in the staff report. Niemi said part of the development process may include vegetative mats, native plantings, and possibly some woody debris to help establish native vegetation and limit erosion. Niemi said the property owner does not want to be dealing with erosion issues. He sees the proposed development as a chance to address and manage erosion properly, not worsen the bank conditions. They will work with DSL as needed through this process. He said they are currently working on four other bank stabilization projects and are well versed in coordinating with DSL through these projects. Vice Chair Petersen asked if they will be going through DSL to figure out what type of bio-engineering bank stabilization they will do. Niemi said they may not necessarily require a DSL permit for the work they are doing. They may apply for General Authorization (GA) or they may do work that does not require a GA. For example, Niemi explained if they remain outside of Ordinary High Water boundary, DSL does not need to be notified.

Chair Cary asked if there are any other developments this close to the Columbia River in St. Helens. He is concerned that there is no buffer between the proposal and the river. Cohen agreed that runoff from vehicles should be addressed. Chair Cary also noted that there are fourteen threatened or endangered species in the Columbia River. Niemi said the Commission has the authority to include a condition regarding runoff. He noted that the vehicles using the proposed parking area are no different than the marina facilities just south of the proposal. He also noted there is a spill kit at the adjacent boat ramp for these concerns.

Chair Cary said he wished that the applicant had come to the Commission with a complete plan for bank stabilization because plantings would help with runoff pollutants and would help address the issue that the proposal is within the riparian buffer. Niemi said with any land use permitting process, they must balance how far they design the proposal before receiving land use approval.

## 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.

## **FURTHER QUESTIONS OF STAFF**

Chair Cary asked about the protection zone along the river. Graichen said that from 75 feet from top of the bank is considered the protection zone. However, in this case, Graichen noted there are historical impacts to the area which are well within the 75 foot distance, such as the developed street.

## **DELIBERATIONS**

Vice Chair Petersen said that the one-way in and one-way out Access Variance proposal is a safer alternative than the previous proposal, which required nearly every vehicle back into the site. Chair Cary agreed, and he noted that the storm water outfall and boat ramp necessitate the Access Variance.

## **MOTION<sub>A</sub>**

Vice Chair Petersen moved to approve the Access Variance Permit as written. Commissioner Cohen seconded. All in favor; none opposed; motion carries.

## **DELIBERATIONS**

Regarding the Sensitive Lands Permit, Vice Chair Petersen said he feels the site has been impacted greatly, most recently with the dredge spoils and as a construction site for the storm drain outfall project. He is a little uncomfortable approving it with just a small note on the plan that mentions bank stabilization. Commissioner Lawrence is concerned about the safety of the site with the steep bank and the environmental concerns associated with the riparian area. Vice Chair Petersen summarized the two main concerns of the Commission: the erosion of the bank and improvement of the riparian area. Graichen said the Commission could include a condition about requiring a plan for bank stabilization and riparian flora which needs to be completed before development or occupancy.

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

Vice Chair Petersen moved to approve the Sensitive Lands Permit with the additional condition requiring a bank stabilization plan and riparian flora. Commissioner Lawrence seconded. All in favor; none opposed; motion carries.

## **MOTION<sub>C</sub>**

Vice Chair Petersen moved to approve the Conditional Use Permit as written. Commissioner Webster seconded. All in favor; none opposed; motion carries.

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

□



## **Public Hearing**

**Edward Kim**

**Conditional Use Permit / CUP.5.16**

**264 N. Columbia River Hwy**

Graichen said the applicant's attorney requested to continue this hearing to the next meeting because they are making progress on acquiring legal access to the site. The applicant also waived the 120 day rule.

Commissioner Cohen moved to continue the public hearing to the July 12 meeting at 7 p.m. Vice Chair Petersen seconded. All in favor; none opposed; motion carries.

□

## **Public Hearing**

**Lower Columbia Engineering, LLC**

**Conditional Use Permit & Variances (2) / CUP.7.16, V.5.16, & V.6.16**

**104 & 114 River Street**

It is now 8:37 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 June 7, 2016 with attachments

Graichen introduced the proposal to the Commission and the recommended conditions of approval as presented in the staff report. Regarding the Conditional Use Permit, he asked the Commission to consider whether or not the applicant met the approval standard related to exterior elevations on page six. Graichen also noted that in addition to the wide driveway approach, there are some design standards not met (on page ten) which rely on approval of the Access Variance.

Vice Chair Petersen asked how the wetlands and the Setback Variance were related. Graichen explained that rather than encroach onto the wetlands, the applicant's proposal stays within the already impacted area. Further, there is a rule that allows adjustment of a setback by up to 50 percent to avoid wetlands, riparian areas, or protection zones, which could be argued as helping to meet the "minimum necessary" setback variance criteria.

Regarding the Access Variance, Graichen noted that the applicant proposed a mountable curb to compensate for the wide driveway, which would help protect the safety of pedestrians on the driveway more than a standard approach.

## **IN FAVOR**

**Alexander, Steve. Lower Columbia Engineering, LLC, Applicant.** Alexander said that Graichen explained the objective of the proposal pretty well. Alexander said they wanted to preserve the green area adjacent to the river, while maximizing what they could get out of the lot. This is why the proposal is so close to the right-of-way. Regarding exterior elevations, Alexander said the proposed recesses are six feet, not eight feet like the code requires, but he feels the intent to break up the exterior elevation is met.

**Niemi, Andrew. Lower Columbia Engineering, LLC, Applicant.** Chair Cary asked why they did not want to move the development further north. In the future, the applicant would like to preserve the ability

to develop it in the future. Chair Cary said there is not a great argument to allow for a zero-foot setback on the northern property line, especially since they own the adjacent property and it is undeveloped. Graichen noted there is a requirement for shared outdoor recreation areas, and the projection on the north side of the development accommodates this.

Chair Cary noted concerns about the Ordinary High Water delineation because it had not been concurred with the Department of State Lands. He thinks the Ordinary High Water boundary is closer to 16 feet, not 12 feet.

## **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 noted that the right-of-way is one of the remaining areas along the river for public access. Vice Chair Petersen agreed, but feels that these discussions do not relate. There are two separate issues for the proposal: wetlands and side yard setbacks. Vice Chair Petersen feels this request for a setback variance is self-imposed. They designed large units and pushed them as far south as they could. He said the argument that it is protecting the open space north of the proposal does not mean much because it is still private property. Commissioner Cohen said it seems like the applicant is trying to squeeze too much into the existing footprint.

Chair Cary noted the two trees in the photos. If the buildings we pushed further north, the trees may not need to be taken out, which would help preserve riparian trees.

Regarding the Access Variance, Chair Cary thinks the applicant makes a good case for reducing bumps for pedestrians and bicyclists. Vice Chair Petersen asked why they are providing 13 parking spaces. Graichen said tandem parking is not something he has ever approved during his tenure because the spaces cannot act independent of each other. Chair Cary asked about including an additional landscaping median in the driveway. Commissioner Hubbard suggested proposing it in front of unit three.

## **MOTION<sub>A</sub>**

Vice Chair Petersen moved to deny the Setback Variance Permit. Commissioner Cohen seconded. All in favor; none opposed; motion carries.

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

Commissioner Webster moved to approve the Access Variance Permit. Commissioner Lawrence seconded. Commissioner Cohen, Commissioner Webster, Commissioner Hubbard, and Commissioner Lawrence in favor; Vice Chair Petersen opposed; motion carries.

## MOTIONc

Vice Chair Petersen moved to approve the Conditional Use Permit with the additional conditions to preserve trees greater than six inches in diameter (if development allows), to reduce the number of proposed off-street parking spaces by one, include an additional landscaping median (e.g., in front of unit 3), and to alter the language in condition 2(a)(iv) to address the denial of the Setback Variance. Commissioner Cohen 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.

□

## **Public Hearing**

### **St. Helens Church of the Nazarene Conditional Use Permit / CUP.6.16 2360 Gable Road**

It is now 10:01 p.m. and Chair Cary opened the public hearing. Vice Chair Petersen declared an ex-parte contact. Petersen met with Pastor Smith two times prior to this proposal about potentially hiring him to do design work, but he was not selected to do the work. No one in the audience objected to any of the Commissioners to make a fair decision in this matter.

Graichen entered the following items into the record:

- Staff report packet dated June 7, 2016 with attachments

Graichen introduced the proposal to the Commission and discussed the recommended conditions of approval as presented in the staff report. Commissioner Cohen asked how long the ODOT-funded grant for Gable Road pedestrian improvements is likely to stay open. Graichen said there is no consensus on the timeframe and that it is Columbia County managing the grant, not the City. Chair Cary asked if they could include a Waiver of Remonstrance instead of requiring frontage improvements. Graichen said yes. Commissioner Cohen asked if there are any existing sidewalks on that side. Graichen said no.

## **IN FAVOR**

**Smith, James. St. Helens Church of the Nazarene. Applicant.** James has been a pastor with the Church for 28 years and is very familiar with the surrounding area. Regarding storm water, he said that the Safeway loading dock parking lot next to their property is in a low spot and during storms, the water collects and runs onto their property. However, he also noted that the property just to the east of the church is owned by someone within their congregation and they have never seen standing water.

Smith said their congregation is growing and they would like to separate the assembly room from three separate educational facilities for children of various ages. Since the proposal was submitted originally, they hired an architect and had building plans drawn up. These were passed out to the Commission.

James said he is in agreement with the condition that requires them to direct storm water from the roof to Gable Road. Smith said the access into the parking lot is about 60 percent on the Public Health Foundation's property and 40 percent on the Church's property.

Smith said he is aware that all new accesses need to have sidewalks to the street or parking lot. There was

discussion about having a second access leading to a special parking space, but it would not meet access standards. Smith said he would be okay with only having one driveway and constructing sidewalks. However, he noted that the estimated valuation of the addition at just under \$300,000 seemed high and that the estimated work for the sidewalks at \$6,000, seemed low. Graichen said the building addition value is from the International Code Council, which is a standard way to estimate building value. Graichen said the sidewalk estimate was provided by City Engineering and may not include engineering costs. Smith said the Church has estimated the cost project at about \$70,000, which includes some volunteer labor and free project management. Smith said if the Commission requires that he build sidewalks, he will budget for it and see if they can afford it. If not, the project will just be delayed. He is also open to sharing the cost with a future developer.

## **IN OPPOSITION**

No one spoke in opposition.

## **END OF ORAL TESTIMONY**

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

## **CLOSE PUBLIC HEARING & RECORD**

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

## **DELIBERATIONS**

Commissioner Cohen suggested changing condition 2(b) to be a requirement that the applicant sign a Waiver of Remonstrance. Commissioner Cohen said there are no sidewalks adjacent to the property and it would be unfair to require one property owner to install them, especially with the ODOT grant. The Commission agrees.

## **MOTION**

Commissioner Cohen moved to approve the Conditional Use Permit with the change to condition 2(b) to require a signed Waiver of Remonstrance instead of requiring street frontage improvements. 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.

□

## **Acceptance Agenda: Planning Administrator Site Design Review**

- a. Site Design Review (Minor) at 58646 McNulty Way – Parking lot expansion
- b. Site Design Review (Scenic Resource) at 104 & 114 N. River Street – Construction of a four unit multidwelling building

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

□

## **Planning Director Decisions**

- a. Sign Permit at 131, 133, 135, 137 N. River Street (fourplex condo) - St. Helens Marina, LLC
- b. Sensitive Lands Permit at 58646 McNulty Way – Parking lot expansion along McNulty Creek
- c. Sign Permit (Banner) at 2100 Block of Columbia Blvd. – St. Helens Kiwanis Parade
- d. Sensitive Lands Permit at 104 & 114 N. River Street – Building in a floodplain

There were no comments.

□

## **Planning Department Activity Reports**

There were no comments.

□

## **For Your Information Items**

Dimsho discussed the next Waterfront Redevelopment Open House on July 6 at the Columbia River Receptions & Events at Meriwether Place. Doors open at 5:30 p.m. with a presentation at 6 p.m. Staff and project consultants would like input on the preferred framework plan, specifically circulation design, land uses, amenities, and project phasing. Waterfront planning implementation, including potential funding and financing options, will also be discussed.

□

There being no further business before the Planning Commission, the meeting was adjourned at 10:50 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							
08/09/16							
09/13/16							
10/11/16							
11/08/16							
12/13/16							

City of St. Helens  
***Library Board***  
**Minutes from Tuesday, April 12, 2016**  
Columbia Center Auditorium

**Members Present**

Barbara Lines, Past-Chair  
Marsha Caton, Chair  
Nancy Herron, Vice-Chair  
Mary Ellen Funderburg  
Eloise Bates

**Members Absent**

An Der Chang

**Guests**

Patty James

**Councilors in Attendance**

Susan Conn

**Staff Present**

Margaret Jeffries, Library Director  
Nicole Woodruff, Library Secretary



**CALL MEETING TO ORDER:** The meeting was called to order at 6:39 p.m. by Chair Marsha Caton.

**INVITATION TO CITIZENS FOR PUBLIC COMMENT:** No public comment.

**PREVIOUS MEETING MINUTES:** Minutes approved with no changes.

**AGENDA REVISIONS:** Sub-committee recommendation for new Board Member.

**REPORT FROM LIBRARY BOARD SELECTION SUBCOMMITTEE:** The Library Board Selection Committee interviewed Patty James and recommended her for the vacant seat on the Library Board. The Board approved the motion and Councilor Conn will take the recommendation to City Council for approval.

**ANNUAL REPORT TO THE CITY COUNCIL:** Board Chair Caton will present the Library Board Annual report to City Council on May 18 at 2p.m. She will talk about the strategic planning the Board is starting, and the processes being used in the planning including the ideas presented by Library Strategies at the OLA/PLD Fundraising Workshop, the Board's strategies for creating a 5-year plan, and the Standards for Oregon Public Libraries.

**REVIEW MATERIALS FROM THE SIUSLAW PUBLIC LIBRARY DISTRICT'S STRATEGIC PLANNING PROCESS:** After reviewing the Siuslaw Public Library District's Strategic Plan, the Board decided to create a "snapshot" of the St. Helens Public Library-mission statement, history, the Library now, how we serve the community, budget overview, etc. From the snapshot, a questionnaire can be developed for stakeholder input. The Board discussed how best to get input from local schools and what connections the Library and School District has already established.

Director Jeffries will schedule a meeting with the St. Helens School District Superintendent to learn more about the School District's strategic planning process and to determine how to best involve teachers, librarians and other school staff in the Library's strategic planning.

Once the meeting with the Superintendent has occurred the Board will decide if a Focus Group specifically for the School District needs to be included in the budget for the Ford Family Foundation Grant application. Director Jeffries will then write the grant proposal.

**DISCUSSION OF COMMUNITY STAKEHOLDERS:** The Board created a first draft of stakeholders in the community to invite to a community input workshop. The list will be transferred to a spreadsheet to be updated by Board Secretary Woodruff. Board Members will fill in names of individuals to contact for the workshop.

**COUNCILOR'S REPORT:** N/A

**FRIENDS' REPORT:** N/A

**NEXT MEETING:** The next regular meeting is scheduled for Monday, May 23, at 6:30 p.m. in the Auditorium.

Members need to bring all relevant materials to each meeting.

**ADJOURNMENT:**

The meeting was adjourned at 8:20 p.m. by Chair Caton.

CR

Respectfully submitted by:

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Library Board Secretary, Nicole Woodruff

### 2015-2016 Library Board Attendance Record

*P=Present E=Excused Absence U=Unexcused Absence*

Date	Bensen	Caton	Chang	Jolissaint	Lines	Mann	Woiccak
01/15/15	P	P	E	E	P	P	E
02/19/15	P	P	E	E	P	E	P
03/19/15	P	P	E	P	P	P	P
04/16/15	P	P	E	P	P	P	P
05/21/15	P	E	E	P	P	P	P
06/16/15	E	P	P	E	P	P	P
Date	Caton	Chang	Funderburg	Herron	Jolissaint	Jones	Lines
07/14/15	E	P	P	P	P	P	P
08/18/15	P	P	P	P	E	P	P
09/15/15	P	E	P	E	P	P	P
10/20/15	P	E	P	P	U	E	P
<b><u>11/09/15</u></b>	<b><u>P</u></b>	<b><u>E</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>E</u></b>	<b><u>E</u></b>	<b><u>P</u></b>
11/17/15	P	P	P	P	U	E	P
12/15/15	No December Meeting						
01/19/16	P	P	P	P		P	P
02/09/16	P	E	P	P		E	P
03/15/16	P	E	P	P		P	
Date	Bates	Caton	Chang	Funderberg	Herron	Lines	
04/12/16	P	E	P	P	P	P	
05/23/16		E					
06/21/16							
07/19/16							

City of St. Helens  
***Library Board***  
**Minutes from Monday, May 23, 2016**  
Columbia Center Auditorium

**Members Present**

Barbara Lines, Past-Chair  
Marsha Caton, Chair  
An Der Chang  
Mary Ellen Funderburg  
Patty James

**Members Absent**

Nancy Herron, Vice-Chair  
Eloise Bates

**Guests**

Melisa Gaelrun-Maggi  
11 Students from the St. Helens High  
School

**Councilors in Attendance**

**Staff Present**

Margaret Jeffries, Library Director  
Nicole Woodruff, Library Secretary



**CALL MEETING TO ORDER:** The meeting was called to order at 6:34 p.m. by Chair Marsha Caton.

**INVITATION TO CITIZENS FOR PUBLIC COMMENT:** No public comment.

**PREVIOUS MEETING MINUTES:** Minutes approved with no changes.

**AGENDA REVISIONS:** Changed order of agenda items.

**REPORT FROM LIBRARY BOARD SELECTION SUBCOMMITTEE:** The Library Board Selection Committee interviewed Melisa Gaelrun-Maggi and recommended her for the vacant seat on the Library Board as of July 1, 2016. The Board approved the motion and Councilor Conn will take the recommendation to City Council for approval.

**REPORT FROM FUNDING WORKSHOP:** The Columbia County Cultural Commission held a workshop about effective fundraising strategies for non-profits. Board Member Lines attended. The key points gleaned from the workshop were to know the community from which funds are being raised and to plan fundraising events that build to a climax and then slowly taper off, like a bell curve.

**ANNUAL REPORT TO THE CITY COUNCIL:** Board Chair Caton will present the Library Board Annual report to City Council on June 1 at 2p.m. She will talk about the strategic planning the Board is starting, and the processes being used in the planning



including the ideas presented by Library Strategies at the OLA/PLD Fundraising Workshop, the Board's strategies for creating a 5-year plan, and the Standards for Oregon Public Libraries. Board reviewed slides with Caton.

**STRATEGIC PLANNING:**

Meeting with Superintendent Recap-The school district committed to funding small focus groups to gather input on their strategic plan. Superintendent Stockwell said the most vital thing they discovered in their process was to take the focus group to people, not to ask people to come to the district to offer input. Stockwell committed to assisting the Library with a focus group for district employees. He will schedule a time for teachers etc. to be available to us. The cost of a focus group is included in the quote from Consultant Penny Hummel.

If the Board plans to begin working with Hummel in July, there may be a gap between when the Strategic Planning Process begins and when the funds from the Ford Family Foundation Grant are available. Director Jeffries will ask the Friends if they are willing to help cover the costs until the grant funds are released.

Things that can happen prior to the official start of the process are outline questions for an online and in-house community survey, the refinement of the stakeholders list and identifying a day or time that would allow the highest number of community members to attend a workshop with Hummel.

**DISCUSSION OF COMMUNITY STAKEHOLDERS:** The Board will continue adding to the list of stakeholders in the community to invite to a community input workshop.

**COUNCILOR'S REPORT:** N/A

**FRIENDS' REPORT:** N/A

**NEXT MEETING:** The next regular meeting is scheduled for Tuesday, June 21, at 7:15 p.m. in the Auditorium.

Members need to bring all relevant materials to each meeting.

**ADJOURNMENT:**

The meeting was adjourned at 8:38 p.m. by Chair Caton.



Respectfully submitted by:

\_\_\_\_\_

Library Board Secretary, Nicole Woodruff

### 2015-2016 Library Board Attendance Record

*P=Present E=Excused Absence U=Unexcused Absence*

Date	Caton	Chang	Funderburg	Herron	Jolissaint	Jones	Lines
7/14/15	E	P	P	P	P	P	P
8/18/15	P	P	P	P	E	P	P
9/15/15	P	E	P	E	O	P	P
10/20/15	P	E	P	P	U	E	P
<b>11/09/15</b>	<b><u>P</u></b>	<b><u>E</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>E</u></b>	<b><u>E</u></b>	<b><u>P</u></b>
11/17/15	P	P	P	P	U	E	P
12/15/15	No December Meeting						
01/19/16	P	P	P	P		P	P
02/09/16	P	E	P	P		E	P
03/15/16	P	E	P	P			P
Date	Bates	Caton	Chang	Funderburg	Herron		Lines
04/12/16	P	E	P	P	P		P
Date	Bates	Caton	Chang	Funderburg	Herron	James	Lines
05/23/16	E	P	P	P	E	P	P
06/21/16							
Date	Bates	Caton	Funderburg	Herron	James	Lines	Gaelrun-Maggi
07/19/16							
08							
09							
10							
11							
12							



City of St. Helens  
***Library Board***  
**Minutes from Tuesday, June 21, 2016**  
Columbia Center Auditorium

**Members Present**

Barbara Lines, Past-Chair  
Marsha Caton, Chair  
An Der Chang  
Mary Ellen Funderburg  
Patty James  
Nancy Herron, Vice-Chair  
Eloise Bates

**Members Absent**

**Guests**

Melisa Gaelrun-Maggi

**Councilors in Attendance**

Susan Conn

**Staff Present**

Margaret Jeffries, Library Director  
Nicole Woodruff, Library Secretary



**CALL MEETING TO ORDER:** The meeting was called to order at 7:20 p.m. by Chair Marsha Caton.

**INVITATION TO CITIZENS FOR PUBLIC COMMENT:** No public comment.

**PREVIOUS MEETING MINUTES:** Minutes approved with a correction to the next meeting time and to the attendance record.

**AGENDA REVISIONS:** No change.

**LIBRARY SUMMER EVENTS CALENDAR:** Director Jeffries informed the Board about the Summer Reading Program (SRP) events happening at the Library.

**UPDATE ON FY2016-2017 BUDGET, STAFF CHANGES, AND LIBRARY HOURS:** Director Jeffries updated Board on spending for the end of FY2015-2016. The Library was able to convert all of the catalog records from MARC format to RDA format. Other purchases include new computer tables, more shelving units, a book browser bin, Oregon Experience DVDs, updated software, security cameras, and the U of O has converted more historical newspapers to digital format for the Library. The Library has



also purchased lockers that will be installed in July.

In FY2016-2017 the Library's Monday hours will be restored. The Library will be open from 10 a.m. to 7 p.m. Monday-Thursday, 10 a.m. to 5 p.m. Friday, and 10 a.m. to 2 p.m. Saturday.

Staffing changes happening in FY2016-2017 include Library Technician II Barbee will retire after 28 years with the City. She will continue on a part-time basis to train PT assistant Woodruff who is being promoted to Library Technician I and will become a full-time employee. Assistant Higgins will no longer be working for the Library.

Director Jeffries informed the Board that \$5,000 for professional development is included in the Library Budget for FY2016-2017.

**STRATEGIC PLANNING UPDATE:** Director Jeffries has been in contact with the Ford Family Foundation about the grant. They clarified several questions and Jeffries will have the proposal ready for Board approval at the next meeting. The Board decided to follow Consultant Penny Hummel's recommendation to make the stakeholders workshop a one-day session. The Board selected dates to meet with Hummel. Director Jeffries will confirm with Hummel and will inform the Board of the dates selected.

**COUNCILOR'S REPORT:** N/A

**FRIENDS' REPORT:** N/A

**NEXT MEETING:** The next regular meeting will be for Tuesday, July 12, at 7:15 p.m. in the Library.

Members need to bring all relevant materials to each meeting.

**ADJOURNMENT:**

Chair Caton adjourned the meeting at 8:48 p.m.



Respectfully submitted by:

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Library Board Secretary, Nicole Woodruff

### 2015-2016 Library Board Attendance Record

P=Present E=Excused Absence U=Unexcused Absence

Date	Caton	Chang	Funderburg	Herron	Jolissaint	Jones	Lines
7/14/15	E	P	P	P	P	P	P
8/18/15	P	P	P	P	E	P	P
9/15/15	P	E	P	E	O	P	P
10/20/15	P	E	P	P	U	E	P
<u>11/09/15</u>	<u>P</u>	<u>E</u>	<u>P</u>	<u>P</u>	<u>E</u>	<u>E</u>	<u>P</u>
11/17/15	P	P	P	P	U	E	P
12/15/15	No December Meeting						
01/19/16	P	P	P	P		P	P
02/09/16	P	E	P	P		E	P
03/15/16	P	E	P	P			P
Date	Bates	Caton	Chang	Funderburg	Herron		Lines
04/12/16	P	E	P	P	P		P
Date	Bates	Caton	Chang	Funderburg	Herron	James	Lines
05/23/16	E	P	P	P	E	P	P
06/21/16	P	P	P	P	P	P	P
Date	Bates	Caton	Funderburg	Gaelrun-Maggi	Herron	James	Lines
07/19/16							
08							
09							
10							
11							
12							

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 06/07/2016 - 3:45PM  
 Batch: 00004.06.2016 - AP 6/10/16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
ACE HARDWARE									
000500									
1213	5/31/2016	118.25	0.00	06/10/2016				False	0
001-005-501000					Operating Materials & Supp	MATERIALS			
	1213 Total:	118.25							
1214	5/31/2016	18.14	0.00	06/10/2016				False	0
001-002-501000					Operating Materials & Supp	MATERIALS			
	1214 Total:	18.14							
1217	5/31/2016	4.49	0.00	06/10/2016				False	0
018-019-501000					Operating Materials	MATERIALS			
1217	5/31/2016	4.50	0.00	06/10/2016				False	0
018-020-501000					Operating Materials & Supplies	MATERIALS			
1217	5/31/2016	69.14	0.00	06/10/2016				False	0
018-020-501000					Operating Materials & Supplies	MATERIALS			
1217	5/31/2016	3.58	0.00	06/10/2016				False	0
018-021-501000					Operating Materials & Supplies	MATERIALS			
	1217 Total:	81.71							
1218	5/31/2016	106.63	0.00	06/10/2016				False	0
017-017-501000					Operating Materials & Sup.	MATERIALS			
1218	5/31/2016	281.65	0.00	06/10/2016				False	0
017-417-501000					Operating materials and suppli	MATERIALS			
1218	5/31/2016	17.98	0.00	06/10/2016				False	0
001-005-501000					Operating Materials & Supp	MATERIALS			
1218	5/31/2016	4.94	0.00	06/10/2016				False	0
013-403-470000					Building	MATERIALS			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
1218	5/31/2016	19.74	0.00	06/10/2016				False	0
017-417-531000 Gasoline expense					MATERIALS				
	1218 Total:	430.94							
	ACE HARDWARE Total:	649.04							
ALEXIN ANALYTICAL LABS, INC.									
001650									
26387	5/31/2016	375.00	0.00	06/10/2016				False	0
017-017-472000 Lab Testing					ROUTINE COLIFORM E COLI TESTING				
	26387 Total:	375.00							
	ALEXIN ANALYTICAL L	375.00							
BANKCARD CENTER									
002197									
MAY 2016 7727	5/28/2016	114.71	0.00	06/10/2016				False	0
013-403-457000 Office supplies					STAPLES - OFFICE SUPPLIES				
MAY 2016 7727	5/28/2016	58.00	0.00	06/10/2016				False	0
013-403-470000 Building					AMAZON BULBS				
MAY 2016 7727	5/28/2016	98.97	0.00	06/10/2016				False	0
013-403-457000 Office supplies					STAPLES				
MAY 2016 7727	5/28/2016	124.99	0.00	06/10/2016				False	0
013-403-501000 Operating materials/supplies					AMAZON GLOVES				
MAY 2016 7727	5/28/2016	29.87	0.00	06/10/2016				False	0
013-403-457000 Office supplies					WALMART BLUETOOTH				
MAY 2016 7727	5/28/2016	96.75	0.00	06/10/2016				False	0
017-417-531000 Gasoline expense					U-LINE				
MAY 2016 7727	5/28/2016	135.00	0.00	06/10/2016				False	0
011-011-501000 Operating Materials & Supp					WOOD CHIPS PLAYGROUND SWANSON BARK				
MAY 2016 7727	5/28/2016	189.00	0.00	06/10/2016				False	0
011-011-501000 Operating Materials & Supp					WOOD CHIPS PLAYGROUND SWANSON BARK				
MAY 2016 7727	5/28/2016	177.66	0.00	06/10/2016				False	0
011-011-501000 Operating Materials & Supp					WOOD CHIPS PLAYGROUND SWANSON BARK				
MAY 2016 7727	5/28/2016	189.00	0.00	06/10/2016				False	0



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
011-011-501000 Operating Materials & Supp				WOOD CHIPS PLAYGROUND SWANSON BARK					
MAY 2016 7727	5/28/2016	68.62	0.00	06/10/2016				False	0
017-417-501000 Operating materials and suppli				LOWES FILTERS					
MAY 2016 7727 Total:		1,282.57							
MAY 2016 8267	5/28/2016	9.91	0.00	06/10/2016				False	0
012-101-527000 Communications				FACEBOOK					
MAY 2016 8267	5/28/2016	199.00	0.00	06/10/2016				False	0
001-004-490000 Schools & Conventions				OCLC MCLS COURSE N. WOODRUFF					
MAY 2016 8267 Total:		208.91							
MAY 2016 9549	5/28/2016	64.90	0.00	06/10/2016				False	0
012-102-526000 Advertisements				INDEED					
MAY 2016 9549	5/28/2016	141.70	0.00	06/10/2016				False	0
001-002-490000 Police Training/Supplies				SUNRIVER T. MOSS CONF					
MAY 2016 9549	5/28/2016	1,384.72	0.00	06/10/2016				False	0
013-403-501000 Operating materials/supplies				AMAZON 74 FIRST AID KITS					
MAY 2016 9549	5/28/2016	244.00	0.00	06/10/2016				False	0
018-019-501000 Operating Materials				AUTOMATION DIRECT SCADA EQ					
MAY 2016 9549	5/28/2016	86.00	0.00	06/10/2016				False	0
001-002-510000 Automobile Expense				DMV					
MAY 2016 9549	5/28/2016	475.36	0.00	06/10/2016				False	0
012-101-490000 Professional development				SUNRIVER RES. J. WALSH					
MAY 2016 9549	5/28/2016	15.99	0.00	06/10/2016				False	0
001-004-481000 Visual Materials				PBS ORG DVD					
MAY 2016 9549 Total:		2,412.67							
BANKCARD CENTER To		3,904.15							
BEMIS PRINTING									
002701									
6900	5/23/2016	1,100.00	0.00	06/10/2016				False	0
017-017-554000 Contractual/Consult Serv.				2015 WATER QUALITY REPORT					
6900 Total:		1,100.00							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
BEMIS PRINTING Total:		1,100.00							
CANON SOLUTIONS AMERICA, INC									
021694									
4019237464	5/31/2016	12.16	0.00	06/10/2016				False	0
001-004-473000	Misc Expense				1539734 LIB COPIER				
4019237464 Total:		12.16							
4019290024	6/1/2016	162.34	0.00	06/10/2016				False	0
012-107-502000	Equipment expense				1634867 COPIER CONTRACT				
4019290024 Total:		162.34							
CANON SOLUTIONS AM		174.50							
CASCADE CONCRETE PRODUCTS, INC.									
005925									
65218	5/31/2016	529.00	0.00	06/10/2016				False	0
010-304-653400	Storm drains				MATERIALS				
65218 Total:		529.00							
CASCADE CONCRETE P		529.00							
CENTERLOGIC, INC.									
011595									
34742	5/16/2016	615.00	0.00	06/10/2016				False	0
010-305-653553	Phone system				PHONE SYSTEM				
34742 Total:		615.00							
CENTERLOGIC, INC. To		615.00							
CHAVES CONSULTING, INC.-CRMS									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
006630									
160139	6/7/2016	259.14	0.00	06/10/2016				False	0
012-102-554000	Contractual/consulting serv			MONTHLY USER FEE OR 0486					
	160139 Total:	259.14							
	CHAVES CONSULTING,	259.14							
CINTAS CORPORATION-463									
006830									
463669204	5/30/2016	44.11	0.00	06/10/2016				False	0
018-019-470000	Building Expense			MATS					
463669204	5/30/2016	44.12	0.00	06/10/2016				False	0
018-020-470000	Building Expense			MATS					
	463669204 Total:	88.23							
	CINTAS CORPORATION	88.23							
CITY OF COLUMBIA CITY									
007370									
MAY 2016	6/7/2016	71.14	0.00	06/10/2016				False	0
017-417-459000	Utilities			001754-001 WATER BILL					
	MAY 2016 Total:	71.14							
	CITY OF COLUMBIA CIT	71.14							
COLUMBIA CO. DEPT. OF COMM. JUSTICE									
007581									
201605CSH	6/1/2016	1,625.00	0.00	06/10/2016				False	0
001-005-554000	Contractual Services			PARKS WORK CREW					
201605CSH	6/1/2016	1,300.00	0.00	06/10/2016				False	0
013-403-554000	Contractual/consulting serv			PW WORK CREW					
	201605CSH Total:	2,925.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
COLUMBIA CO. DEPT. O		2,925.00							
COLUMBIA COUNTY RIDER 007766									
JUNE 2016	6/6/2016	175.00	0.00	06/10/2016				False	0
008-008-558104 Events					SPONSOR CC RIDER FOR 13 NIGHTS				
JUNE 2016 Total:		175.00							
COLUMBIA COUNTY RI		175.00							
COLUMBIA ELECTRIC FEED & SEED 008000									
5148	5/11/2016	25.80	0.00	06/10/2016				False	0
001-005-509000 Marine board expense					SHAVINGS				
5148 Total:		25.80							
5149	5/4/2016	25.80	0.00	06/10/2016				False	0
001-005-509000 Marine board expense					SHAVINGS				
5149 Total:		25.80							
COLUMBIA ELECTRIC F		51.60							
COLUMBIA RIVER P.U.D. 008325									
JUNE 2016	6/1/2016	14,319.63	0.00	06/10/2016				False	0
018-019-534000 Electrical Energy					38633				
JUNE 2016 Total:		14,319.63							
COLUMBIA RIVER P.U.D		14,319.63							

COUNTRY MEDIA INC.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
006800									
231113	5/25/2016	168.00	0.00	06/10/2016				False	0
012-106-526000	Advertisements			BUDGET HEARING NOTICE					
	231113 Total:	168.00							
	COUNTRY MEDIA INC. T	168.00							
DON'S RENTAL									
010700									
486204	6/2/2016	16.38	0.00	06/10/2016				False	0
017-017-501000	Operating Materials & Sup.			PROPANE 7.8 GAL					
	486204 Total:	16.38							
	DON'S RENTAL Total:	16.38							
HUDSON GARBAGE SERVICE									
015875									
8878267	6/1/2016	51.75	0.00	06/10/2016				False	0
001-004-459000	Utilities			1554					
	8878267 Total:	51.75							
8878391	6/1/2016	114.31	0.00	06/10/2016				False	0
018-019-459000	Utilites			8333					
8878391	6/1/2016	114.30	0.00	06/10/2016				False	0
018-020-459000	Utilities			8333					
	8878391 Total:	228.61							
8878543	6/1/2016	83.00	0.00	06/10/2016				False	0
012-107-459000	Utilitites			7539					
	8878543 Total:	83.00							
8878544	6/1/2016	83.00	0.00	06/10/2016				False	0
001-002-459000	Utilities			7547					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
		8878544 Total:							
8878545 013-403-459000 Utilities	6/1/2016	78.31	0.00	06/10/2016 7555				False	0
		8878545 Total:							
8878546 001-005-459000 Utilities	6/1/2016	403.63	0.00	06/10/2016 7598				False	0
		8878546 Total:							
8878547 001-110-459000 Utilities	6/1/2016	306.57	0.00	06/10/2016 7601				False	0
		8878547 Total:							
8878548 001-005-459000 Utilities	6/1/2016	154.96	0.00	06/10/2016 7636				False	0
		8878548 Total:							
		HUDSON GARBAGE SER							
		1,389.83							
INGRAM LIBRARY SERVICES, INC.									
016240 93111039 001-004-511000 Printed Materials	5/18/2016	-30.00	0.00	06/10/2016				False	0
		93111039 Total:							
93121288 001-004-511000 Printed Materials	5/19/2016	31.83	0.00	06/10/2016 BOOKS				False	0
		93121288 Total:							
93121289 001-004-511000 Printed Materials	5/19/2016	12.85	0.00	06/10/2016 BOOKS				False	0



Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
	93121289 Total:	12.85							
93121290 001-004-511000 Printed Materials	5/19/2016	32.79	0.00	06/10/2016	BOOKS			False	0
	93121290 Total:	32.79							
93121291 001-004-511000 Printed Materials	5/19/2016	211.55	0.00	06/10/2016	BOOKS			False	0
	93121291 Total:	211.55							
93121292 001-004-511000 Printed Materials	5/19/2016	16.62	0.00	06/10/2016	BOOKS			False	0
	93121292 Total:	16.62							
93121293 001-004-511000 Printed Materials	5/19/2016	21.33	0.00	06/10/2016	BOOKS			False	0
	93121293 Total:	21.33							
93121294 001-004-511000 Printed Materials	5/19/2016	208.67	0.00	06/10/2016	BOOKS			False	0
	93121294 Total:	208.67							
	INGRAM LIBRARY SERV	505.64							
JEFFRIES, MARGARET 016949 JUNE 2016 001-004-517000 Library Program	6/6/2016	250.00	0.00	06/10/2016	GIFT CERTS SUMMER READING			False	0
JUNE 2016 001-004-481000 Visual Materials	6/6/2016	103.94	0.00	06/10/2016	DVDS PBS			False	0
	JUNE 2016 Total:	353.94							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
JEFFRIES, MARGARET T		353.94							
JORDAN RAMIS PC 030274									
MAY 26 2016 012-101-454000 Attorney	5/26/2016	210.00	0.00	06/10/2016	LEGAL SERVICES			False	0
MAY 26 2016 009-209-554120 Urban renewal review	5/26/2016	360.00	0.00	06/10/2016	LEGAL SERVICES			False	0
MAY 26 2016 Total:		570.00							
JORDAN RAMIS PC Total		570.00							
KNIFE RIVER 017628									
1574048 010-300-652970 McCormick Pk Ped Bridge	5/26/2016	1,141.20	0.00	06/10/2016	3000 PSI W AIR NO FLY			False	0
1574048 Total:		1,141.20							
KNIFE RIVER Total:		1,141.20							
KOLDERUP, GRETCHEN 007249									
JUNE 2016 001-004-490000 Schools & Conventions	6/7/2016	929.96	0.00	06/10/2016	G. KOLDERUP AMERICAN LIB ASSOC ANNUAL CON			False	0
JUNE 2016 001-004-517000 Library Program	6/7/2016	29.00	0.00	06/10/2016	HULA HOOPS FOR PAPER PLANE PROGRAM			False	0
JUNE 2016 001-004-517000 Library Program	6/7/2016	354.81	0.00	06/10/2016	SUMMER READING PRIZES			False	0
JUNE 2016 Total:		1,313.77							
KOLDERUP, GRETCHEN		1,313.77							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
LAND DEVELOPMENT SERVICES, COLUMBIA COUNTY									
007550									
APRIL 2016	5/25/2016	587.50	0.00	06/10/2016				False	0
001-105-554000 Contract Services					BUILDING INSPECTIONS MIKE SMITH				
	APRIL 2016 Total:	587.50							
	LAND DEVELOPMENT S	587.50							
MAILBOXES NORTHWEST									
019366									
MAY 27 2016	5/27/2016	39.84	0.00	06/10/2016				False	0
001-100-473000 Miscellaneous					SHIPPING COSTS IF I WERE MAYOR CONTEST				
	MAY 27 2016 Total:	39.84							
	MAILBOXES NORTHWE	39.84							
METRO PLANNING INC.									
020291									
3652	6/6/2016	145.00	0.00	06/10/2016				False	0
001-104-500000 Information services					GIS HOSTING				
3652	6/6/2016	70.00	0.00	06/10/2016				False	0
013-402-575000 Equipment expense					GIS HOSTING				
	3652 Total:	215.00							
	METRO PLANNING INC	215.00							
METROPRESORT									
020292									
483251	6/1/2016	620.32	0.00	06/10/2016				False	0
012-106-554000 Contractual/consulting serv					BILL PRINTING 16690				
	483251 Total:	620.32							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
METROPRESORT Total:		620.32							
MIDWEST TAPE 020427 93999547	5/25/2016	39.98	0.00	06/10/2016				False	0
001-004-481000 Visual Materials				DVD					
93999547 Total:		39.98							
MIDWEST TAPE Total:		39.98							
MILWAUKEE CRANE & EQUIPMENT CO 020550 89089	8/24/2015	125.00	0.00	06/10/2016				False	0
018-020-501000 Operating Materials & Supplies				COB 213 DRIVECON PENDANT					
89089 Total:		125.00							
MILWAUKEE CRANE &		125.00							
MISSION COMMUNICATIONS, LLC MISS.COM 1002049	5/9/2016	347.40	0.00	06/10/2016				False	0
018-022-501000 Materials and supplies				SERVICE PACKAGE					
1002049 Total:		347.40							
MISSION COMMUNICAT		347.40							
PAMPLIN 025912 15841476	5/31/2016	150.00	0.00	06/10/2016				False	0
012-102-526000 Advertisements				2016 SUMMER LABOR HELP WANTED 400236					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	15841476 Total:	150.00							
	PAMPLIN Total:	150.00							
PETTY CASH LIBRARY- SHANNA DUGGAN									
018754									
JUNE 2016	6/7/2016	30.00	0.00	06/10/2016				False	0
001-000-318000 Fines- Library					STOUT REX FOUND LOST PAID BOOK				
JUNE 2016	6/7/2016	9.98	0.00	06/10/2016				False	0
001-004-517000 Library Program					REIMB. PROG. ITEMS				
	JUNE 2016 Total:	39.98							
	PETTY CASH LIBRARY-	39.98							
PHILLIPS, CYNTHIA									
025515									
061516	5/7/2016	1,592.00	0.00	06/10/2016				False	0
001-103-554000 Contractual/consulting serv					6/1-6/15 MUNICIPAL COURT JUDGE				
	061516 Total:	1,592.00							
	PHILLIPS, CYNTHIA Tot	1,592.00							
POSTMASTER, U.S. POSTAL SERVICES									
026000									
JUNE 2016	5/31/2016	370.21	0.00	06/10/2016				False	0
012-106-480000 Postage					POSTAGE ACCT 457440				
	JUNE 2016 Total:	370.21							
	POSTMASTER, U.S. POS	370.21							

SAILER, KEN



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
028948									
JUNE 2016	6/7/2016	12.00	0.00	06/10/2016				False	0
001-000-354000 Misc Revenue					REFUND PUBLIC RECORDS REQUEST DEP				
	JUNE 2016 Total:	12.00							
	SAILER, KEN Total:	12.00							
SELDEN, LAURIE									
030715									
083114	6/7/2016	2,948.00	0.00	06/10/2016				False	0
001-103-554000 Contractual/consulting serv					CRIMINAL PROSECUTORIAL SERVICE				
	083114 Total:	2,948.00							
	SELDEN, LAURIE Total:	2,948.00							
STAN'S REFRIGERATION									
031900									
51631	4/25/2016	95.00	0.00	06/10/2016				False	0
012-107-502000 Equipment expense					DE ICE FREEZER CITY HALL				
	51631 Total:	95.00							
51637	4/16/2016	70.00	0.00	06/10/2016				False	0
018-019-501000 Operating Materials					SERVICE WWTP				
	51637 Total:	70.00							
	STAN'S REFRIGERATION	165.00							
STAPLES BUSINESS ADVANTAGE									
031983									
3304103647	5/28/2016	89.17	0.00	06/10/2016				False	0
012-107-457000 Office supplies					OFFICE SUPPLIES				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	3304103647 Total:	89.17							
3304103648	5/28/2016	41.91	0.00	06/10/2016				False	0
001-105-457000	Office supplies				OFFICE SUPPLIES				
3304103648	5/28/2016	183.75	0.00	06/10/2016				False	0
012-107-457000	Office supplies				OFFICE SUPPLIES				
	3304103648 Total:	225.66							
	STAPLES BUSINESS AD	314.83							
SUNSET AUTO PARTS, INC.									
020815									
6355	6/6/2016	2.31	0.00	06/10/2016				False	0
015-015-501000	Operating Materials & Supp				AUTO PARTS				
6355	6/6/2016	6.30	0.00	06/10/2016				False	0
011-011-501000	Operating Materials & Supp				AUTO PARTS				
6355	6/6/2016	31.58	0.00	06/10/2016				False	0
015-015-501000	Operating Materials & Supp				AUTO PARTS				
6355	6/6/2016	21.00	0.00	06/10/2016				False	0
017-417-501000	Operating materials and suppli				AUTO PARTS				
6355	6/6/2016	31.99	0.00	06/10/2016				False	0
017-417-501000	Operating materials and suppli				AUTO PARTS				
6355	6/6/2016	-14.51	0.00	06/10/2016				False	0
017-417-501000	Operating materials and suppli				AUTO PARTS				
6355	6/6/2016	12.00	0.00	06/10/2016				False	0
017-417-531000	Gasoline expense				FUEL LINE HOSE				
	6355 Total:	90.67							
	SUNSET AUTO PARTS, I	90.67							
TCMS CORPORATION									
033013									
014736	5/27/2016	810.00	0.00	06/10/2016				False	0
012-107-554000	Contractual/consulting serv				WORK ORDER CITY HALL				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	014736 Total:	810.00							
014750	6/2/2016	1,383.50	0.00	06/10/2016				False	0
012-107-554000	Contractual/consulting serv			C10630 CITY HALL					
	014750 Total:	1,383.50							
014751	6/2/2016	374.00	0.00	06/10/2016				False	0
012-107-554000	Contractual/consulting serv			C10000 CITY HALL					
	014751 Total:	374.00							
014768	6/2/2016	235.00	0.00	06/10/2016				False	0
018-020-470000	Building Expense			C10855 WWTP					
	014768 Total:	235.00							
	TCMS CORPORATION T	2,802.50							
	THE STANDARD STEEL COMPANIES								
032628									
195130	6/2/2016	480.00	0.00	06/10/2016				False	0
010-300-652970	McCormick Pk Ped Bridge			BEAM 25'					
	195130 Total:	480.00							
	THE STANDARD STEEL	480.00							
	TUALATIN VALLEY WORKSHOP INC								
033827									
0022682-IN	6/6/2016	1,354.31	0.00	06/10/2016				False	0
012-107-554000	Contractual/consulting serv			JANITORIAL SERVICE					
	0022682-IN Total:	1,354.31							
0022683-IN	6/6/2016	1,318.70	0.00	06/10/2016				False	0
001-004-508000	Janitorial Services			JANITORIAL SERVICE CO. CENTER					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
0022683-IN Total:		1,318.70							
0022684-IN 001-002-508000 Janitorial Services	6/6/2016	475.14	0.00	06/10/2016	JANITORIAL SERVICE POLICE DEPT			False	0
0022684-IN Total:		475.14							
0022685-IN 018-019-470000 Building Expense	6/6/2016	163.96	0.00	06/10/2016	JANITORIAL SERVICE WWTP			False	0
0022685-IN 018-020-470000 Building Expense	6/6/2016	163.97	0.00	06/10/2016	JANITORIAL SERVICE WWTP			False	0
0022685-IN Total:		327.93							
TUALATIN VALLEY WO		3,476.08							
UNIVERSITY OF OREGON									
034500 3750A5-04 001-104-558321 Main street	6/1/2016	5,500.00	0.00	06/10/2016	RARE PROGRAM SERVICES AGREEMENT 4Q			False	0
3750A5-04 Total:		5,500.00							
UNIVERSITY OF OREGO		5,500.00							
VERNON, VICKI R.									
034920 APRIL 19 2016 001-103-554000 Contractual/consulting serv	4/19/2016	192.00	0.00	06/10/2016	KATHERINE MERWIN 2015-CR-0000085			False	0
APRIL 19 2016 Total:		192.00							
VERNON, VICKI R. Total		192.00							
VERSA PRODUCTS, INC.									
034925									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
110674	5/27/2016	860.00	0.00	06/10/2016				False	0
001-004-519000 Furnishing/Shelving Exp				COMPUTER TABLE / WHEEL KIT					
	110674 Total:	860.00							
	VERSA PRODUCTS, INC	860.00							
WILCOX & FLEGEL 037003									
C005793-IN	5/26/2016	2,442.16	0.00	06/10/2016				False	0
013-403-531000 Gasoline				SHOP GAS 0011497					
	C005793-IN Total:	2,442.16							
C005799-IN	5/26/2016	1,027.91	0.00	06/10/2016				False	0
001-002-531000 Gasoline Expense				GAS POLICE 0011497					
	C005799-IN Total:	1,027.91							
	WILCOX & FLEGEL Tota	3,470.07							
	Report Total:	55,133.57							



# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 06/10/2016 - 10:18AM  
 Batch: 00006.06.2016 - AP 6/10/16 (2)



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
BENHAM APPRAISAL SERVICES									
002257									
16-019	6/1/2016	180.00	0.00	06/10/2016				False	0
					011-011-554000 Contractual/Consult Serv.				970 OR ST. APPRAISAL SERVICES
16-019	6/1/2016	630.00	0.00	06/10/2016				False	0
					017-017-554000 Contractual/Consult Serv.				970 OR ST. APPRAISAL SERVICES
16-019	6/1/2016	690.00	0.00	06/10/2016				False	0
					018-018-554000 Contractual/Consulting Serv				970 OR ST. APPRAISAL SERVICES
	16-019 Total:	1,500.00							
	BENHAM APPRAISAL S	1,500.00							
JUSTICE SYSTEMS									
017270									
1500779-IN	5/16/2016	7,847.00	0.00	06/10/2016				False	0
					001-000-111000 Pre-Paid City Ins.				7/1/16-6/30/17 FULL COURT MAINT FEE
	1500779-IN Total:	7,847.00							
	JUSTICE SYSTEMS Total	7,847.00							
KOHI RADIO									
017679									
9123	5/19/2016	4,500.00	0.00	06/10/2016				False	0
					008-000-111000 Prepaid				ADVERTISING FOR FY 16-17 AUG 2016-JULY 2018

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9123 Total:	<u>4,500.00</u>							
	KOHI RADIO Total:	<u>4,500.00</u>							
PORTLAND STATE UNIVERSITY PSU IIP16143	5/27/2016	800.00	0.00	06/10/2016				False	0
012-101-554000 Contractual/consulting serv				3 YEAR LIC AGR. FOR SMALL LGPI MEMBER JURISI					
	IIP16143 Total:	<u>800.00</u>							
	PORTLAND STATE UNIV	<u>800.00</u>							
	Report Total:	<u><u>14,647.00</u></u>							

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 06/17/2016 - 10:13AM  
 Batch: 00008.06.2016 - AP 6/17/16 FY 15-16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
ACE HARDWARE 000500									
1211	5/31/2016	66.80	0.00	06/17/2016	MATERIALS CITY HALL			False	0
012-107-457000 Office supplies									
	1211 Total:	66.80							
	ACE HARDWARE Total:	66.80							
AIRGAS USA, LLC AIRGAS 9936867593	5/31/2016	17.05	0.00	06/17/2016	CO2			False	0
017-017-501000 Operating Materials & Sup.									
	9936867593 Total:	17.05							
	AIRGAS USA, LLC Total:	17.05							
AMERICAN SECURITY ALARMS, INC. 001384 83590	6/8/2016	6,180.00	0.00	06/17/2016	CCTV INSTALLATION			False	0
009-202-470001 Building expense other									
	83590 Total:	6,180.00							
	AMERICAN SECURITY A	6,180.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
BANKCARD CENTER									
002197									
MAY 2016 4863	5/28/2016	114.45	0.00	06/17/2016				False	0
001-002-473000 Miscellaneous Expense					SUNSHINE PIZZA REC LUNCH				
MAY 2016 4863	5/28/2016	123.35	0.00	06/17/2016				False	0
001-002-473000 Miscellaneous Expense					SUNSHINE PIZZA REC LUNCH				
MAY 2016 4863	5/28/2016	35.49	0.00	06/17/2016				False	0
001-002-531000 Gasoline Expense					GAS CHEVERON				
MAY 2016 4863	5/28/2016	50.96	0.00	06/17/2016				False	0
001-002-473000 Miscellaneous Expense					KEURIG				
MAY 2016 4863	5/28/2016	146.64	0.00	06/17/2016				False	0
001-002-501000 Operating Materials & Supp					ULINE				
MAY 2016 4863	5/28/2016	297.50	0.00	06/17/2016				False	0
001-002-501000 Operating Materials & Supp					RAINIER SIGN COMPANY				
MAY 2016 4863	5/28/2016	332.63	0.00	06/17/2016				False	0
001-002-501000 Operating Materials & Supp					POCKET PRESS				
MAY 2016 4863	5/28/2016	620.64	0.00	06/17/2016				False	0
001-002-510000 Automobile Expense					SPOTLIGHT ON CARS				
MAY 2016 4863	5/28/2016	256.26	0.00	06/17/2016				False	0
001-002-490000 Police Training/Supplies					RIVERHOUSE T. MOSS MADD CONF				
MAY 2016 4863	5/28/2016	192.83	0.00	06/17/2016				False	0
001-002-502000 Equipment Expense					FLEX A CHART BLACK BOARD MAG				
	MAY 2016 4863 Total:	2,170.75							
	BANKCARD CENTER To	2,170.75							
BLUMENTHAL UNIFORMS, GALLS,LLC -									
003660									
005392972	5/16/2016	58.46	0.00	06/17/2016				False	0
009-211-652110 PD Reserve expense					ACCUMOLD ELITE DUTY BELT				
	005392972 Total:	58.46							
	BLUMENTHAL UNIFOR	58.46							

CARQUEST AUTO PARTS STORES

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
005845									
302265	5/31/2016	126.52	0.00	06/17/2016	AUTO PARTS			False	0
015-015-501000 Operating Materials & Supp									
	302265 Total:	126.52							
302457	5/31/2016	37.12	0.00	06/17/2016	AUTO PARTS			False	0
015-015-501000 Operating Materials & Supp									
	302457 Total:	37.12							
302657	5/31/2016	101.06	0.00	06/17/2016	AUTO PARTS			False	0
015-015-501000 Operating Materials & Supp									
	302657 Total:	101.06							
302663	5/31/2016	3.87	0.00	06/17/2016	AUTO PARTS			False	0
015-015-501000 Operating Materials & Supp									
	302663 Total:	3.87							
303151	5/31/2016	20.98	0.00	06/17/2016	AUTO PARTS			False	0
015-015-501000 Operating Materials & Supp									
	303151 Total:	20.98							
303228	5/31/2016	7.48	0.00	06/17/2016	AUTO PARTS			False	0
015-015-501000 Operating Materials & Supp									
	303228 Total:	7.48							
303230	5/31/2016	-20.98	0.00	06/17/2016	AUTO PARTS			False	0
015-015-501000 Operating Materials & Supp									
	303230 Total:	-20.98							
303536	5/31/2016	-60.00	0.00	06/17/2016	AUTO PARTS			False	0
015-015-501000 Operating Materials & Supp									
	303536 Total:	-60.00							
304069	5/31/2016	82.44	0.00	06/17/2016	AUTO PARTS			False	0
015-015-501000 Operating Materials & Supp									



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		304069 Total:		82.44					
304077	5/31/2016	44.18 ✓	0.00	06/17/2016	AUTO PARTS			False	0
		015-015-501000 Operating Materials & Supp							
		304077 Total:		44.18					
304078	5/31/2016	-82.44 ✓	0.00	06/17/2016	AUTO PARTS			False	0
		015-015-501000 Operating Materials & Supp							
		304078 Total:		-82.44					
		CARQUEST AUTO PART		260.23 ✓					
CARY, DAN									
CARYD									
JUNE 2016	6/16/2016	90.00	0.00	06/17/2016	PLANNING COMMISSION STIPENDS			False	0
		001-104-461000 Public meetings							
		JUNE 2016 Total:		90.00 ✓					
		CARY, DAN Total:		90.00					
CENTERLOGIC, INC.									
011595									
34848	6/2/2016	279.99	0.00	06/17/2016	ADOBE ACROBAT HOWIE WFF			False	0
		012-108-575000 Equipment expense							
		34848 Total:		279.99 ✓					
34853	6/2/2016	151.78	0.00	06/17/2016	IT SUPPORT			False	0
		012-101-500000 Information services							
34853	6/2/2016	101.19	0.00	06/17/2016	IT SUPPORT			False	0
		001-100-500000 Information services							
34853	6/2/2016	202.57	0.00	06/17/2016	IT SUPPORT			False	0
		001-103-500000 Information services							
34853	6/2/2016	101.19	0.00	06/17/2016	IT SUPPORT			False	0
		001-104-500000 Information services							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
34853	6/2/2016	652.50	0.00	06/17/2016				False	0
001-002-500000 Computer System Maint.				IT SUPPORT				False	0
34853	6/2/2016	367.50	0.00	06/17/2016				False	0
001-004-500000 Computer Maintenance				IT SUPPORT				False	0
34853	6/2/2016	192.38	0.00	06/17/2016				False	0
001-105-500000 Information services				IT SUPPORT				False	0
34853	6/2/2016	222.77	0.00	06/17/2016				False	0
012-102-500000 Information services				IT SUPPORT				False	0
34853	6/2/2016	536.53	0.00	06/17/2016				False	0
012-106-500000 Information services				IT SUPPORT				False	0
34853	6/2/2016	415.34	0.00	06/17/2016				False	0
013-402-500000 Information services				IT SUPPORT				False	0
34853 Total:		2,943.75							
34872	6/2/2016	805.00	0.00	06/17/2016				False	0
010-305-653553 Phone system				PHONE SYSTEM					
34872 Total:		805.00							
35007	6/3/2016	876.11	0.00	06/17/2016				False	0
012-108-575000 Equipment expense				NEW COMPUTER BUILDING / PLANNING CORNER S					
35007 Total:		876.11							
35027	6/6/2016	13.00	0.00	06/17/2016				False	0
012-101-500000 Information services				IT SUPPORT				False	0
35027	6/6/2016	22.75	0.00	06/17/2016				False	0
001-100-500000 Information services				IT SUPPORT				False	0
35027	6/6/2016	9.75	0.00	06/17/2016				False	0
001-103-500000 Information services				IT SUPPORT				False	0
35027	6/6/2016	3.25	0.00	06/17/2016				False	0
001-104-500000 Information services				IT SUPPORT				False	0
35027	6/6/2016	78.00	0.00	06/17/2016				False	0
001-002-500000 Computer System Maint.				IT SUPPORT				False	0
35027	6/6/2016	22.75	0.00	06/17/2016				False	0
001-004-500000 Computer Maintenance				IT SUPPORT				False	0
35027	6/6/2016	9.75	0.00	06/17/2016				False	0
001-105-500000 Information services				IT SUPPORT				False	0
35027	6/6/2016	9.75	0.00	06/17/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
015-015-500000 Computer System Maint. 35027	6/6/2016	9.75	0.00	06/17/2016	IT SUPPORT			False	0
012-102-500000 Information services 35027	6/6/2016	26.00	0.00	06/17/2016	IT SUPPORT			False	0
012-106-500000 Information services 35027	6/6/2016	19.50	0.00	06/17/2016	IT SUPPORT			False	0
013-402-500000 Information services 35027	6/6/2016	78.00	0.00	06/17/2016	IT SUPPORT			False	0
013-403-500000 Information services 35027	6/6/2016	9.75	0.00	06/17/2016	IT SUPPORT			False	0
017-417-501000 Operating materials and suppli 35027	6/6/2016	13.00	0.00	06/17/2016	IT SUPPORT			False	0
018-019-500000 Computer System Maint.					IT SUPPORT				
35027 Total:		<u>325.00</u>							
CENTERLOGIC, INC. To		<u>5,229.85</u>							
CINTAS CORPORATION 037620								False	0
5005034189	5/16/2016	36.52	0.00	06/17/2016	POLICE CAB REFILL				
001-002-502000 Equipment Expense									
5005034189 Total:		<u>36.52</u>							
5005333602	6/9/2016	70.04	0.00	06/17/2016	PW CAB REFILL			False	0
013-403-457000 Office supplies									
5005333602 Total:		<u>70.04</u>							
5005333603	6/9/2016	72.10	0.00	06/17/2016	CITY HALL CAB REFILL			False	0
012-107-457000 Office supplies									
5005333603 Total:		<u>72.10</u>							
5005333605	6/9/2016	28.97	0.00	06/17/2016	POLICE CAB REFILL			False	0
001-002-502000 Equipment Expense									
5005333605 Total:		<u>28.97</u>							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
CINTAS CORPORATION		207.63							
CINTAS CORPORATION-463									
006830									
463665782	5/23/2016	95.96 ✓	0.00	06/17/2016	SUPPLIES			False	0
001-002-501000 Operating Materials & Supp									
463665782 Total:		95.96							
463672682	6/6/2016	49.12 ✓	0.00	06/17/2016	SUPPLIES MATS 11346			False	0
001-002-501000 Operating Materials & Supp									
463672682 Total:		49.12 ✓							
463676080	6/13/2016	47.95 ✓	0.00	06/17/2016	MATS			False	0
018-019-470000 Building Expense									
463676080	6/13/2016	47.96 ✓	0.00	06/17/2016	MATS			False	0
018-020-470000 Building Expense									
463676080 Total:		95.91 ✓							
463676084	6/13/2016	43.53	0.00	06/17/2016	MATS			False	0
013-403-470000 Building									
463676084 Total:		43.53 ✓							
CINTAS CORPORATION		284.52							
CITY OF ST. HELENS									
ST. HELEN									
JUNE 13 2016	6/13/2016	200.00 ✓	0.00	06/17/2016	TO BE POSTED TO ACCT 021024-000 A. NORTON FOR			False	0
001-100-558100 Grants and awards									
JUNE 13 2016 Total:		200.00							
CITY OF ST, HELENS To		200.00							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
COHEN, GREG									
COHEN								False	0
JUNE 2016	6/16/2016	90.00 ✓	0.00	06/17/2016	PLANNING COMMISSION STIPENDS				
001-104-461000 Public meetings									
	JUNE 2016 Total:	90.00							
	COHEN, GREG Total:	90.00							
COLUMBIA COUNTY TRANSFER STATION									
007579								False	0
5302	5/31/2016	57.51 ✓	0.00	06/17/2016	SOLID WASTE 17			False	0
001-005-509000 Marine board expense									
5302	5/31/2016	30.67 ✓	0.00	06/17/2016	SOLID WASTE 17			False	0
011-011-501000 Operating Materials & Supp									
5302	5/31/2016	58.79 ✓	0.00	06/17/2016	SOLID WASTE 17			False	0
011-011-501000 Operating Materials & Supp									
	5302 Total:	146.97 ✓							
	COLUMBIA COUNTY TR	146.97							
COLUMBIA FEED & SUPPLY									
008120								False	0
23002	5/26/2016	108.00 ✓	0.00	06/17/2016	MATERIALS				
015-015-501000 Operating Materials & Supp									
	23002 Total:	108.00							
23008	5/27/2016	244.70 ✓	0.00	06/17/2016	MATERIALS			False	0
015-015-501000 Operating Materials & Supp									
	23008 Total:	244.70							
23316	5/3/2016	221.99 ✓	0.00	06/17/2016	MATERIALS			False	0
015-015-501000 Operating Materials & Supp									
	23316 Total:	221.99							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		<u>574.69</u> ✓							
COLUMBIA FEED & SUP									
COLUMBIA RIVER P.U.D. 008325									
1651336	6/6/2016	150.47 ✓	0.00	06/17/2016				False	0
011-011-453000 Street Lighting				73638					
	1651336 Total:	<u>150.47</u>							
APRIL 2016	6/9/2016	448.98 ✓	0.00	06/17/2016				False	0
001-002-459000 Utilities				7493					
APRIL 2016	6/9/2016	755.03 ✓	0.00	06/17/2016				False	0
001-004-459000 Utilities				7493					
APRIL 2016	6/9/2016	749.29 ✓	0.00	06/17/2016				False	0
001-005-459000 Utilities				7493					
APRIL 2016	6/9/2016	293.35 ✓	0.00	06/17/2016				False	0
001-005-509000 Marine board expense				7493					
APRIL 2016	6/9/2016	5,322.98 ✓	0.00	06/17/2016				False	0
011-011-453000 Street Lighting				7493					
APRIL 2016	6/9/2016	832.21 ✓	0.00	06/17/2016				False	0
012-107-459000 Utilites				7493					
APRIL 2016	6/9/2016	349.80 ✓	0.00	06/17/2016				False	0
013-403-459000 Utilities				7493					
APRIL 2016	6/9/2016	2,356.72 ✓	0.00	06/17/2016				False	0
017-017-459000 Utilities				7493					
APRIL 2016	6/9/2016	4,445.39 ✓	0.00	06/17/2016				False	0
017-417-459000 Utilities				7493					
APRIL 2016	6/9/2016	1,160.39 ✓	0.00	06/17/2016				False	0
018-019-534000 Electrical Energy				7493					
APRIL 2016	6/9/2016	3,481.18 ✓	0.00	06/17/2016				False	0
018-020-534000 Electrical Energy				7493					
APRIL 2016	6/9/2016	39.13 ✓	0.00	06/17/2016				False	0
018-021-459000 Utilites				7493					
APRIL 2016	6/9/2016	588.56 ✓	0.00	06/17/2016				False	0
018-022-459000 Utilities				7493					
	APRIL 2016 Total:	<u>20,823.01</u> ✓							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
MAY 2016	6/6/2016	453.70 ✓	0.00	06/17/2016				False	0
001-002-459000 Utilities				7493					
MAY 2016	6/6/2016	822.99 ✓	0.00	06/17/2016				False	0
001-004-459000 Utilities				7493					
MAY 2016	6/6/2016	1,313.84 ✓	0.00	06/17/2016				False	0
001-005-459000 Utilities				7493					
MAY 2016	6/6/2016	278.02 ✓	0.00	06/17/2016				False	0
001-005-509000 Marine board expense				7493					
MAY 2016	6/6/2016	5,317.73 ✓	0.00	06/17/2016				False	0
011-011-453000 Street Lighting				7493					
MAY 2016	6/6/2016	824.50 ✓	0.00	06/17/2016				False	0
012-107-459000 Utilitites				7493					
MAY 2016	6/6/2016	355.85 ✓	0.00	06/17/2016				False	0
013-403-459000 Utilities				7493					
MAY 2016	6/6/2016	2,841.17 ✓	0.00	06/17/2016				False	0
017-017-459000 Utilities				7493					
MAY 2016	6/6/2016	5,450.90 ✓	0.00	06/17/2016				False	0
017-417-459000 Utilities				7493					
MAY 2016	6/6/2016	1,316.53 ✓	0.00	06/17/2016				False	0
018-019-534000 Electrical Energy				7493					
MAY 2016	6/6/2016	3,949.59 ✓	0.00	06/17/2016				False	0
018-020-534000 Electrical Energy				7493					
MAY 2016	6/6/2016	34.40 ✓	0.00	06/17/2016				False	0
018-021-459000 Utilites				7493					
MAY 2016	6/6/2016	563.08 ✓	0.00	06/17/2016				False	0
018-022-459000 Utilities				7493					
MAY 2016 Total:		23,522.30 ✓							
COLUMBIA RIVER P.U.D		44,495.78							
COMCAST									
COMCAST									
JUNE 7 2016	6/7/2016	94.85 ✓	0.00	06/17/2016				False	0
013-403-458000 Telecommunication expense				PW 9144					
JUNE 7 2016 Total:		94.85							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
COMCAST Total:		94.85							
CONSOLIDATED SUPPLY									
009000 S7785668.001	6/2/2016	1,316.28 ✓	0.00	06/17/2016 MATERIALS				False	0
017-017-501000 Operating Materials & Sup.									
S7785668.001 Total:		1,316.28							
S7788071.001	6/2/2016	490.07 ✓	0.00	06/17/2016 MATERIALS				False	0
017-017-501000 Operating Materials & Sup.									
S7788071.001 Total:		490.07							
S7790689.001	6/6/2016	949.80 ✓	0.00	06/17/2016 SOFT COPPER TUBE				False	0
017-017-501000 Operating Materials & Sup.									
S7790689.001 Total:		949.80							
CONSOLIDATED SUPPL		2,756.15							
COUNTRY MEDIA INC.									
006800 231112	5/25/2016	60.00 ✓	0.00	06/17/2016 ADVERTISING				False	0
012-101-527000 Communications									
231112 Total:		60.00							
232623	6/1/2016	102.36 ✓	0.00	06/17/2016 PLANNING PUB HEARING				False	0
001-104-493000 Legal notices									
232623 Total:		102.36							
232624	6/1/2016	86.34 ✓	0.00	06/17/2016 PLANNING PUB HEARING				False	0
001-104-493000 Legal notices									
232624 Total:		86.34							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
COUNTRY MEDIA INC. T		248.70							
DON'S RENTAL 010700 485814	5/25/2016	75.00 ✓	0.00	06/17/2016	DRILL RENTAL ELKRIDGE STORM			False	0
018-021-501000 Operating Materials & Supplies									
485814 Total:		75.00							
DON'S RENTAL Total:		75.00							
E2C CORPORATION E2C JUNE 15 2016	6/15/2016	2,350.00 ✓	0.00	06/17/2016	JUNE 15 2016 MONTHLY CONTRACT COMPENSATIO			False	0
008-008-554000 Consulting/Contractual									
JUNE 15 2016 Total:		2,350.00							
E2C CORPORATION Total:		2,350.00							
EAGLE STAR ROCK PRODUCTS, INC. 010970 30988	6/3/2016	128.45 ✓	0.00	06/17/2016	ROCK- MAYFAIR ST.			False	0
017-017-501000 Operating Materials & Sup.									
30988 Total:		128.45							
EAGLE STAR ROCK PRO		128.45							
ERS, EMERGENCY RESPONDER SERVICES, INC. 011515 16-115 OR	5/31/2016	884.95 ✓	0.00	06/17/2016	EMERG RESPONDER SERVIES 2015 CHEV TAHOE			False	0
001-002-510000 Automobile Expense									



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	16-115 OR Total:	884.95							
	ERS, EMERGENCY RESP	884.95							
GALLAGHER, DANIEL Q.									
013075									
JUNE 13 2016	6/13/2016	282.00	0.00	06/17/2016	OLIVIA K PAULSEN			False	0
001-103-554000	Contractual/consulting serv								
	JUNE 13 2016 Total:	282.00							
JUNE 14 2016	6/14/2016	160.00	0.00	06/17/2016	HANNAH R DOTTER			False	0
001-103-554000	Contractual/consulting serv								
	JUNE 14 2016 Total:	160.00							
JUNE 6 2016	6/6/2016	160.00	0.00	06/17/2016	WALLACE			False	0
001-103-554000	Contractual/consulting serv								
	JUNE 6 2016 Total:	160.00							
	GALLAGHER, DANIEL Q	602.00							
GREENLEAF TREE RELIEF LLC									
014167									
16-1044	5/31/2016	1,700.00	0.00	06/17/2016	REMOVE OAK HAUL BRUSH			False	0
011-011-554000	Contractual/Consult Serv.								
	16-1044 Total:	1,700.00							
	GREENLEAF TREE RELI	1,700.00							
HACH COMPANY									
014200									
9694476	12/3/2015	57.08	0.00	06/17/2016	REAGENT SET CHLORINE			False	0
017-017-501000	Operating Materials & Sup.								



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
9694476	12/3/2015	114.16 ✓	0.00	06/17/2016				False	0
017-417-472000 Lab testing				REAGENT SET CHLORINE					
9694476 Total:		171.24 ✓							
HACH COMPANY Total:		171.24							
HUBBARD, RUSSELL HUBBAR.R JUNE 2016	6/16/2016	90.00 ✓	0.00	06/17/2016				False	0
001-104-461000 Public meetings				PLANNING COMMISSION STIPENDS					
JUNE 2016 Total:		90.00							
HUBBARD, RUSSELL To		90.00							
INGRAM LIBRARY SERVICES, INC. 016240 93288825	6/2/2016	-16.17	0.00	06/17/2016				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
93288825 Total:		-16.17 ✓							
93305300	6/3/2016	11.31	0.00	06/17/2016				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
93305300 Total:		11.31 ✓							
93305301	6/3/2016	22.48	0.00	06/17/2016				False	0
001-004-483000 Audio Materials				BOOKS 20C7921					
93305301 Total:		22.48 ✓							
93305302	6/3/2016	12.68	0.00	06/17/2016				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
93305302 Total:		12.68 ✓							
93305303	6/3/2016	57.43	0.00	06/17/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
001-004-511000 Printed Materials				BOOKS 20C7921					
93305303 Total:		57.43							
93305305	6/3/2016	340.81	0.00	06/17/2016	BOOKS 20C7921			False	0
001-004-517000 Library Program									
93305305 Total:		340.81							
93345872	6/7/2016	16.81	0.00	06/17/2016	BOOKS 20C7921			False	0
001-004-511000 Printed Materials									
93345872 Total:		16.81							
93345873	6/7/2016	123.11	0.00	06/17/2016	BOOKS 20C7921			False	0
001-004-483000 Audio Materials									
93345873 Total:		123.11							
93345874	6/7/2016	12.76	0.00	06/17/2016	BOOKS 20C7921			False	0
001-004-511000 Printed Materials									
93345874 Total:		12.76							
93345875	6/7/2016	57.94	0.00	06/17/2016	BOOKS 20C7921			False	0
001-004-511000 Printed Materials									
93345875 Total:		57.94							
93345877	6/7/2016	81.53	0.00	06/17/2016	BOOKS 20C7921			False	0
001-004-517000 Library Program									
93345877 Total:		81.53							
INGRAM LIBRARY SERV		720.69							
IRON HORSE GROUP									
016685								False	0
101515	6/15/2016	4,304.90	0.00	06/17/2016	2015 SOUTH TRUNK SANITARY SEWER CLEANING #				
010-303-653301 Sewer main replacement									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
	101515 Total:	4,304.90							
	IRON HORSE GROUP To	4,304.90							
LAWRENCE, KATHRYN LAWREN.K JUNE 2016 001-104-461000 Public meetings	6/16/2016	60.00	0.00	06/17/2016	PLANNING COMMISSION STIPENDS			False	0
	JUNE 2016 Total:	60.00							
	LAWRENCE, KATHRYN	60.00							
LOCAL GOVERNMENT 018850 12458 012-101-554000 Contractual/consulting serv	5/31/2016	1,118.00	0.00	06/17/2016	CONFIDENTIAL INVESTIGATIONS SUPPORT			False	0
	12458 Total:	1,118.00							
	LOCAL GOVERNMENT	1,118.00							
MAUL FOSTER ALONGI, INC. 019555 25958 009-209-554100 Environmental review	6/8/2016	4,790.00	0.00	06/17/2016	PROJECT 0830.03.03 WWTP LAGOON ON CALL SERV			False	0
	25958 Total:	4,790.00							
	MAUL FOSTER ALONGI	4,790.00							
MIDWEST TAPE 020427 94042031	6/8/2016	175.89	0.00	06/17/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
001-004-481000 Visual Materials				DVDS					
94042031 Total:		175.89							
94047971	6/10/2016	84.98	0.00	06/17/2016				False	0
001-004-457000 Office Supplies				CD UNIKEEP					
94047971 Total:		84.98							
MIDWEST TAPE Total:		260.87							
NELSON, SUSAN									
020935								False	0
JUNE 6 2016	6/6/2016	41.86	0.00	06/17/2016					
012-107-457000 Office supplies				BREAK ROOM SUPPLIES				False	0
JUNE 6 2016	6/6/2016	167.06	0.00	06/17/2016					
013-403-501000 Operating materials/supplies				MATERIALS					
JUNE 6 2016 Total:		208.92							
NELSON, SUSAN Total:		208.92							
NORTHWEST CONTROL CO.									
021166								False	0
28402	6/3/2016	543.00	0.00	06/17/2016					
017-417-470000 Building expense				WORK ORDER 26699 PRE COOLING HVAC CHECK					
28402 Total:		543.00							
NORTHWEST CONTROL		543.00							
OLDCASTLE PRECAST, INC.									
021742								False	0
020168334	6/2/2016	392.00	0.00	06/17/2016					
010-300-652970 McCormick Pk Ped Bridge				ECOLOGY BLOCK ROCK FACE					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	020168334 Total:	392.00							
	OLDCASTLE PRECAST,	392.00							
ONE CALL CONCEPTS, INC.									
021950								False	0
6030480	3/31/2016	38.94	0.00	06/17/2016					
	017-017-554000 Contractual/Consult Serv.				59 TICKETS			False	0
6030480	3/31/2016	38.94	0.00	06/17/2016					
	018-018-554000 Contractual/Consulting Serv				59 TICKETS				
	6030480 Total:	77.88							
	ONE CALL CONCEPTS,	77.88							
OPUS-INTERACTIVE, INC.									
021979								False	0
278229	5/16/2016	5.00	0.00	06/17/2016					
	001-002-500000 Computer System Maint.				5022				
	278229 Total:	5.00							
	OPUS-INTERACTIVE, IN	5.00							
OREGON DMV									
023150								False	0
61018-053116	5/31/2016	3.00	0.00	06/17/2016					
	001-103-473000 Miscellaneous				CERT COURT PRINT				
	61018-053116 Total:	3.00							
	OREGON DMV Total:	3.00							
ORKIN									



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ORKIN 111487926 001-002-470000 Building Expense	5/28/2016	87.72	0.00	06/17/2016	POLICE SERVICE			False	0
	111487926 Total:	87.72							
	ORKIN Total:	87.72							
PAPE' MATERIAL HANDLING EXCHANGE 024755									
EM 228848 S 017-017-501000 Operating Materials & Sup.	5/31/2016	531.66	0.00	06/17/2016	BUCKET FOR BOBCAT			False	0
EM 228848 S 018-018-501000 Operating Materials & Supplies	5/31/2016	531.67	0.00	06/17/2016	BUCKET FOR BOBCAT			False	0
EM 228848 S 011-011-501000 Operating Materials & Supp	5/31/2016	531.67	0.00	06/17/2016	BUCKET FOR BOBCAT			False	0
	EM 228848 S Total:	1,595.00							
	PAPE' MATERIAL HAND	1,595.00							
PAULSON PRINTING 025300									
C9290 001-002-501000 Operating Materials & Supp	5/31/2016	110.00	0.00	06/17/2016	MILTICH AND KING BUS CARDS			False	0
	C9290 Total:	110.00							
	PAULSON PRINTING To	110.00							
PETERSEN, WILLIAM AL PETER.WA JUNE 2016 001-104-461000 Public meetings	6/16/2016	90.00	0.00	06/17/2016	PLANNING COMMISSION STIPENDS			False	0
	JUNE 2016 Total:	90.00							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
PETERSEN, WILLIAM A		90.00							
PHILLIPS, CYNTHIA 025515								False	0
JUNE 15 2016	6/15/2016	70.00	0.00	06/17/2016	CONTRACTING SERVICES C. PHILLIPS			False	0
001-002-454000 Attorney								False	0
JUNE 15 2016	6/15/2016	30.00	0.00	06/17/2016	CONTRACTING SERVICES C. PHILLIPS			False	0
012-101-454000 Attorney								False	0
JUNE 15 2016	6/15/2016	40.00	0.00	06/17/2016	CONTRACTING SERVICES C. PHILLIPS			False	0
011-011-454000 Attorney								False	0
JUNE 15 2016	6/15/2016	30.00	0.00	06/17/2016	CONTRACTING SERVICES C. PHILLIPS			False	0
012-101-454000 Attorney								False	0
JUNE 15 2016	6/15/2016	20.00	0.00	06/17/2016	CONTRACTING SERVICES C. PHILLIPS			False	0
012-101-454000 Attorney								False	0
JUNE 15 2016	6/15/2016	20.00	0.00	06/17/2016	CONTRACTING SERVICES C. PHILLIPS			False	0
012-101-454000 Attorney								False	0
JUNE 15 2016	6/15/2016	70.00	0.00	06/17/2016	CONTRACTING SERVICES C. PHILLIPS			False	0
001-002-454000 Attorney								False	0
JUNE 15 2016	6/15/2016	100.00	0.00	06/17/2016	CONTRACTING SERVICES C. PHILLIPS			False	0
012-101-454000 Attorney									
JUNE 15 2016 Total:		380.00							
PHILLIPS, CYNTHIA Tot		380.00							
PORTLAND GENERAL ELECTRIC 025702								False	0
JUNE 2016	6/13/2016	42.43	0.00	06/17/2016	STREET LIGHTS 9724			False	0
011-011-453000 Street Lighting								False	0
JUNE 2016	6/13/2016	57.64	0.00	06/17/2016	7687				
009-209-554000 Contract Services									
JUNE 2016 Total:		100.07							
PORTLAND GENERAL E		100.07							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
POSTMASTER, U.S. POSTAL SERVICES 026000									
JUNE 17 2016	6/17/2016	2,046.20	0.00	06/17/2016	WATER QUALITY REPORTS POSTAGE			False	0
017-017-554000 Contractual/Consult Serv.									
	JUNE 17 2016 Total:	2,046.20							
	POSTMASTER, U.S. POS	2,046.20							
RICOH USA, INC. 027294									
96969683	6/3/2016	193.49	0.00	06/17/2016	POLICE COPIER 6313			False	0
001-002-501000 Operating Materials & Supp									
	96969683 Total:	193.49							
	RICOH USA, INC. Total:	193.49							
SCHOLASTIC 029100									
11307713	5/31/2016	-0.36	0.00	06/17/2016	BOOKS READY TO READ			False	0
009-207-652730 Ready to Read									
	11307713 Total:	-0.36							
13250769	5/31/2016	846.27	0.00	06/17/2016	BOOKS READY TO READ			False	0
009-207-652730 Ready to Read									
	13250769 Total:	846.27							
	SCHOLASTIC Total:	845.91							
SCHOLL YARD MAINTENACE, RICK R.SCHOLL									
172677	5/31/2016	165.00	0.00	06/17/2016	MAY YARDCARE			False	0
001-002-470000 Building Expense									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	172677 Total:	165.00							
	SCHOLL YARD MAINTEN	165.00							
SEARCY, LAURA 030502 JUNE 15 2016 001-000-354000 Misc Revenue	6/15/2016	8.00	0.00	06/17/2016	REFUND BALANCE OF PUBLIC RECORDS REC 50921			False	0
	JUNE 15 2016 Total:	8.00							
	SEARCY, LAURA Total:	8.00							
SEMLING, SHIELA SMLNG.SH JUNE 2016 001-104-461000 Public meetings	6/16/2016	60.00	0.00	06/17/2016	PLANNING COMMISSION STIPENDS			False	0
	JUNE 2016 Total:	60.00							
	SEMLING, SHIELA Total:	60.00							
ST. HELENS MARKET FRESH IGA 029225 APRIL 30 2016 001-002-501000 Operating Materials & Supp	4/30/2016	29.69	0.00	06/17/2016	MATERIALS			False	0
	APRIL 30 2016 Total:	29.69							
	ST. HELENS MARKET F	29.69							
TECHNICAL FURNITURE SYSTEMS 033019 OR162065	6/8/2016	450.00	0.00	06/17/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
001-004-519000 Furnishing/Shelving Exp					STEEL BOOK SUPPORTS / SHELVES				
OR162065 Total:		450.00							
TECHNICAL FURNITUR		450.00							
TERRITORIAL SUPPLIES INC.									
033015	5/31/2016	57.50	0.00	06/17/2016				False	0
13025					OPIUM ALKALOIDS NK TEST A				
001-002-501000 Operating Materials & Supp									
13025 Total:		57.50							
TERRITORIAL SUPPLIE		57.50							
THE SEMINAR GROUP									
030540	6/15/2016	425.00	0.00	06/17/2016				False	0
JUNE 2016					JACOB GRAICHEN ATTENDEE EASEMENTS AND CC				
001-104-490000 Professional development									
JUNE 2016 Total:		425.00							
THE SEMINAR GROUP T		425.00							
TRAFFIC SAFETY SUPPLY CO., INC									
033600	6/1/2016	97.57	0.00	06/17/2016				False	0
114088					SIGNS				
011-011-505000 Street Signs									
114088 Total:		97.57							
114158	6/2/2016	442.10	0.00	06/17/2016				False	0
011-011-505000 Street Signs					SIGNS				
114158 Total:		442.10							



Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
		539.67							
TRAFFIC SAFETY SUPP									
VERIZON WIRELESS 000720 9766236794 017-017-459000 Utilities	6/13/2016	167.92	0.00	06/17/2016	242060134-00001			False	0
9766236794 Total:		167.92							
VERIZON WIRELESS Tot		167.92							
WASTE MANAGEMENT OF OREGON 007750 0577033-1514-3 001-002-501000 Operating Materials & Supp	6/1/2016	86.04	0.00	06/17/2016	518-0020149-1514-0 POLICE SERVICES			False	0
0577033-1514-3 Total:		86.04							
WASTE MANAGEMENT		86.04							
WATER SUPPLY LLC 035819 JUNE 9 2016 017-000-206000 Balance Dep Payable	6/9/2016	195.13	0.00	06/17/2016	WATER SUPPLY DEPOSIT REFUND			False	0
JUNE 9 2016 Total:		195.13							
WATER SUPPLY LLC Tot		195.13							
WEBSTER, AUDREY WEBSTERA JUNE 2016 001-104-461000 Public meetings	6/16/2016	90.06	0.00	06/17/2016	PLANNING COMMISSION STIPENDS			False	0

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

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JUNE 2016 Total: 90.00

WEBSTER, AUDREY Tot 90.00

Report Total: 89,380.67



# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 06/24/2016 - 10:10AM  
 Batch: 00012.06.2016 - AP 6/24/16 FY 15-16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
A+ ENGRAVING LLC									
45875									
688	6/16/2016	60.00	0.00	06/24/2016				False	0
012-102-473000				PLAQUE					
688	6/16/2016	11.00	0.00	06/24/2016				False	0
012-106-473000				NAME PLATE					
	688 Total:	71.00							
	A+ ENGRAVING LLC To	71.00							
ABC FOR LIFE TRAINING CENTER									
000480									
82078	6/8/2016	240.00	0.00	06/24/2016				False	0
001-004-517000				ASHI CPR AED TRAINING CHILD BABYSITTER CLAS					
	82078 Total:	240.00							
	ABC FOR LIFE TRAININ	240.00							
ADVANCED AMERICAN CONSTRUCTION INC.									
ADV.AM.C									
7316	5/2/2016	3,500.00	0.00	06/24/2016				False	0
010-300-652980				TOPPER GANWAY ENGINEERED DRAWINGS SAND I					
	7316 Total:	3,500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	ADVANCED AMERICAN	3,500.00							
• AMAZON.COM									
001145									
JUNE 2016	6/10/2016	55.79	0.00	06/24/2016				False	0
001-004-457000 Office Supplies					6045787810229787 MATERIALS				
JUNE 2016	6/10/2016	16.87	0.00	06/24/2016				False	0
001-004-481000 Visual Materials					6045787810229787 MATERIALS				
JUNE 2016	6/10/2016	39.96	0.00	06/24/2016				False	0
001-004-519000 Furnishing/Shelving Exp					6045787810229787 MATERIALS				
	JUNE 2016 Total:	112.62							
	AMAZON.COM Total:	112.62							
• AMERICAN SECURITY ALARMS, INC.									
001384									
86413	6/21/2016	955.00	0.00	06/24/2016				False	0
001-004-470000 Building Expense					SERVICE WORK ORDER 68841				
	86413 Total:	955.00							
86414	6/21/2016	125.00	0.00	06/24/2016				False	0
001-004-470000 Building Expense					ELECTRICAL PERMIT				
	86414 Total:	125.00							
	AMERICAN SECURITY A	1,080.00							
• BARBEE, DIANE									
017100									
JUNE 22 2016	6/22/2016	57.03	0.00	06/24/2016				False	0
001-004-517000 Library Program					SAFeway PARTY PALTTER ADULT SUMMER READING				
	JUNE 22 2016 Total:	57.03							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
BARBEE, DIANE Total:		57.03							
* BIG RIVER BISTRO									
003341									
070616	6/24/2016	355.00	0.00	06/24/2016	WATERFRONT OPEN HOUSE			False	0
009-209-554100 Environmental review									
070616 Total:		355.00							
BIG RIVER BISTRO Total		355.00							
* CENTERLOGIC, INC.									
011595									
33879	3/18/2016	621.99	0.00	06/24/2016	COMPUTER JACOB GRAICHEN			False	0
012-108-575000 Equipment expense									
33879 Total:		621.99							
35136	6/17/2016	131.41	0.00	06/24/2016	IT SUPPORT			False	0
001-100-500000 Information services									
35136	6/17/2016	263.06	0.00	06/24/2016	IT SUPPORT			False	0
001-103-500000 Information services									
35136	6/17/2016	131.41	0.00	06/24/2016	IT SUPPORT			False	0
001-104-500000 Information services									
35136	6/17/2016	340.00	0.00	06/24/2016	IT SUPPORT			False	0
001-002-500000 Computer System Maint.									
35136	6/17/2016	499.97	0.00	06/24/2016	IT SUPPORT			False	0
001-004-500000 Computer Maintenance									
35136	6/17/2016	249.83	0.00	06/24/2016	IT SUPPORT			False	0
001-105-500000 Information services									
35136	6/17/2016	289.30	0.00	06/24/2016	IT SUPPORT			False	0
012-102-500000 Information services									
35136	6/17/2016	696.76	0.00	06/24/2016	IT SUPPORT			False	0
012-106-500000 Information services									
35136	6/17/2016	539.37	0.00	06/24/2016	IT SUPPORT			False	0
013-402-500000 Information services									
35136	6/17/2016	197.11	0.00	06/24/2016	IT SUPPORT			False	0



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
012-101-500000	Information services			IT SUPPORT					
	35136 Total:	3,338.22 ✓							
35196	6/17/2016	360.00	0.00	06/24/2016				False	0
010-305-653553	Phone system			COMPUTER JACOB GRAICHEN					
	35196 Total:	360.00 ✓							
35245	6/17/2016	32.50	0.00	06/24/2016				False	0
013-403-500000	Information services			IT SUPPORT					
	35245 Total:	32.50 ✓							
	CENTERLOGIC, INC. To	4,352.71							
* CENTURY LINK									
034004									
* B11166428016163	6/11/2016	88.44 *	0.00	06/24/2016				False	0
001-002-458000	Telephone Expense			1664					
	B11166428016163 Total:	88.44							
* B11166583916167	6/15/2016	88.40	0.00	06/24/2016				False	0
017-417-458000	Telephone expense			1665					
	B11166583916167 Total:	88.40							
	CENTURY LINK Total:	176.84							
* COASTWIDE LABORATORIES									
007159									
2886356	6/15/2016	253.38	0.00	06/24/2016				False	0
001-004-470000	Building Expense			TP, PAPER TOWELS, SOAP					
	2886356 Total:	253.38							
	COASTWIDE LABORATO	253.38							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
COMCAST COMCAST JUNE 12 2016 017-417-459000 Utilities	6/12/2016	134.87	0.00	06/24/2016 COL CITY WFF 3238				False	0
JUNE 12 2016 Total:		134.87							
JUNE 14 2016 001-005-458000 Telephone Expense	6/14/2016	119.09	0.00	06/24/2016 PARKS 9228				False	0
JUNE 14 2016 Total:		119.09							
COMCAST Total:		253.96							
CONSOLIDATED SUPPLY 009000 S7785668.002	6/7/2016	230.29	0.00	06/24/2016 MATERIALS				False	0
S7785668.002 Total:		230.29							
S7785668.003 017-017-501000 Operating Materials & Sup.	6/7/2016	175.74	0.00	06/24/2016 MATERIALS				False	0
S7785668.003 Total:		175.74							
S7789694.001 018-021-501000 Operating Materials & Supplies	6/7/2016	882.68	0.00	06/24/2016 MATERIALS				False	0
S7789694.001 Total:		882.68							
S7793753.001 010-304-653400 Storm drains	6/9/2016	1,398.12	0.00	06/24/2016 MATERIALS				False	0
S7793753.001 Total:		1,398.12							
S7799865.001 017-017-501000 Operating Materials & Sup.	6/14/2016	634.38	0.00	06/24/2016 MATERIALS				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	S7799865.001 Total:	634.38							
✓ S7802911.001	6/14/2016	1,747.66	0.00	06/24/2016				False	0
010-304-653400	Storm drains			MATERIALS					
	S7802911.001 Total:	1,747.66							
	CONSOLIDATED SUPPL	5,068.87							
✓ EAGLE STAR ROCK PRODUCTS, INC.									
010970									
31008	6/8/2016	82.03	0.00	06/24/2016				False	0
010-300-652970	McCormick Pk Ped Bridge			ROCK- MCCORMICK PARK BRIDGE					
31008	6/8/2016	223.30	0.00	06/24/2016				False	0
010-304-653400	Storm drains			ROCK- N 13 STORM					
	31008 Total:	305.33							
	EAGLE STAR ROCK PRO	305.33							
✓ H.D. FOWLER CO.									
012650									
I4242008	6/16/2016	3,563.64	0.00	06/24/2016				False	0
017-017-501000	Operating Materials & Sup.			WATER METERS 18					
	I4242008 Total:	3,563.64							
	H.D. FOWLER CO. Total:	3,563.64							
✓ HACH COMPANY									
014200									
9961594	6/7/2016	57.08	0.00	06/24/2016				False	0
017-017-501000	Operating Materials & Sup.			REAGENT SET CHLORINE					
9961594	6/7/2016	114.16	0.00	06/24/2016				False	0
017-417-472000	Lab testing			REAGENT SET CHLORINE					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
	9961594 Total:	171.24							
	HACH COMPANY Total:	171.24							
INGRAM LIBRARY SERVICES, INC.									
016240									
93305304	6/3/2016	48.23	0.00	06/24/2016				False	0
✓ 001-004-511000	Printed Materials			BOOKS					
	93305304 Total:	48.23							
93305306	6/3/2016	111.96	0.00	06/24/2016				False	0
✓ 001-004-511000	Printed Materials			BOOKS					
	93305306 Total:	111.96							
93330217	6/6/2016	-14.97	0.00	06/24/2016				False	0
✓ 001-004-511000	Printed Materials			BOOKS CR					
	93330217 Total:	-14.97							
93345876	6/7/2016	22.21	0.00	06/24/2016				False	0
✓ 001-004-511000	Printed Materials			BOOKS					
	93345876 Total:	22.21							
93382313	6/9/2016	9.79	0.00	06/24/2016				False	0
✓ 001-004-511000	Printed Materials			BOOKS					
	93382313 Total:	9.79							
93382314	6/9/2016	561.64	0.00	06/24/2016				False	0
✓ 001-004-511000	Printed Materials			BOOKS					
	93382314 Total:	561.64							
	INGRAM LIBRARY SERV	738.86							

LAKESIDE INDUSTRIES

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
018000									
8013716MB	6/15/2016	832.21	0.00	06/24/2016				False	0
✓ 011-011-501000	Operating Materials & Supp			EZ STREET ASPH					
	8013716MB Total:	832.21							
	LAKESIDE INDUSTRIES	832.21							
LOCAL GOVERNMENT									
✓ 018850									
12493	7/1/2016	1,620.00	0.00	06/24/2016				False	0
012-102-490000	Professional development			LGPI MEMBERSHIP FISCAL YEAR 2016-2017					
	12493 Total:	1,620.00							
	LOCAL GOVERNMENT	1,620.00							
MIDWEST TAPE									
020427									
94062130	6/15/2016	165.91	0.00	06/24/2016				False	0
✓ 001-004-481000	Visual Materials			DVD					
	94062130 Total:	165.91							
	MIDWEST TAPE Total:	165.91							
NORTHWEST NATURAL GAS									
✓ 021400									
JUNE 2016	6/22/2016	76.38	0.00	06/24/2016				False	0
✓ 017-017-459000	Utilities			7720					
JUNE 2016	6/22/2016	97.63	0.00	06/24/2016				False	0
✓ 012-107-459000	Utilitites			2848					
JUNE 2016	6/22/2016	90.41	0.00	06/24/2016				False	0
✓ 013-403-459000	Utilities			8675					
JUNE 2016	6/22/2016	34.60	0.00	06/24/2016				False	0
✓ 001-002-459000	Utilities			5638					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
✓ JUNE 2016	6/22/2016	70.17	0.00	06/24/2016				False	0
012-107-459000 Utilites				5285					
✓ JUNE 2016	6/22/2016	76.39	0.00	06/24/2016				False	0
018-018-459000 Utilites				7720					
✓ JUNE 2016	6/22/2016	6.51	0.00	06/24/2016				False	0
018-019-459000 Utilites				5750					
✓ JUNE 2016	6/22/2016	133.35	0.00	06/24/2016				False	0
001-005-459000 Utilities				8563					
✓ JUNE 2016	6/22/2016	6.52	0.00	06/24/2016				False	0
018-020-459000 Utilities				5750					
✓ JUNE 2016	6/22/2016	73.72	0.00	06/24/2016				False	0
001-005-459000 Utilities				3047					
	JUNE 2016 Total:	<u>665.68</u>							
	NORTHWEST NATURAL	665.68							
OHA-DRINKING WATER SERVICES									
021743									
JUNE 2016	6/21/2016	195.00	0.00	06/24/2016				False	0
✓ 013-403-490000 Professional development					SEAN TUPPER BACKFLOW CERT				
JUNE 2016	6/21/2016	97.50	0.00	06/24/2016				False	0
✓ 013-403-490000 Professional development					TIM ILLIAS BACKFLOW CERT				
	JUNE 2016 Total:	<u>292.50</u>							
	OHA-DRINKING WATER	292.50							
OPUS:INTERACTIVE, INC.									
021979									
278721	6/14/2016	39.00	0.00	06/24/2016				False	0
✓ 012-102-500000 Information services					5951				
	278721 Total:	<u>39.00</u>							
✓ 279056	6/14/2016	5.00	0.00	06/24/2016				False	0
001-002-500000 Computer System Maint.					4775				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	279056 Total:	5.00							
	OPUS:INTERACTIVE, IN	44.00							
OREGON HISTORICAL SOCIETY 022405									
JUNE 2016	6/22/2016	120.00	0.00	06/24/2016				False	0
✓001-004-517000 Library Program					FOUR PASSES TWO COPIES OHQ DUES				
	JUNE 2016 Total:	120.00							
	OREGON HISTORICAL S	120.00							
OREGON TRAVEL EXPERIENCE OR. TRAVE									
83097	6/15/2016	67.00	0.00	06/24/2016				False	0
✓008-008-451000 Media Expense					NATL DOWNTOWN HISTORIC DISTRICT C13578				
	83097 Total:	67.00							
	OREGON TRAVEL EXPE	67.00							
PAPE' MATERIAL HANDLING EXCHANGE 024755									
7653687	6/14/2016	41.05	0.00	06/24/2016				False	0
✓015-015-501000 Operating Materials & Supp					TAIL LITE / KEY 5105328				
	7653687 Total:	41.05							
7653689	6/20/2016	130.48	0.00	06/24/2016				False	0
✓015-015-501000 Operating Materials & Supp					TAIL LITE				
	7653689 Total:	130.48							
9963835	6/3/2016	3,184.83	0.00	06/24/2016				False	0
✓015-015-501000 Operating Materials & Supp					HYDRAULIC CY				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9963835 Total:	3,184.83							
	PAPE' MATERIAL HAND	3,356.36							
PAYNE, KATHY 025401 JUNE 2016	6/16/2016	155.25	0.00	06/24/2016				False	0
✓ 012-102-490000 Professional development				NW CLERKS INSTITUTE PRO DEVELOPMENT IV TR/					
	JUNE 2016 Total:	155.25							
	PAYNE, KATHY Total:	155.25							
PHILLIPS, CYNTHIA 025515 063016	6/21/2016	1,592.00	0.00	06/24/2016				False	0
✓ 001-103-554000 Contractual/consulting serv				6-16-16-6-30-16 MUNICIPAL COURT JUDGE					
	063016 Total:	1,592.00							
	PHILLIPS, CYNTHIA Tot	1,592.00							
PITNEY BOWES 025600 1000837492	6/10/2016	154.50	0.00	06/24/2016				False	0
✓ 012-106-502000 Equipment expense				RENT POSTAGE MACHINE 3/31-6/30					
	1000837492 Total:	154.50							
JUNE 24 2016	6/12/2016	3,000.00	0.00	06/24/2016				False	0
✓ 012-106-480000 Postage				REFILL POSTAGE MACHINE					
	JUNE 24 2016 Total:	3,000.00							
	PITNEY BOWES Total:	3,154.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
PORTLAND GENERAL ELECTRIC									
025702									
JUNE 21 2016	6/21/2016	16.72	0.00	06/24/2016				False	0
✓009-209-554000 Contract Services				1300 KASTER RD. 9275					
	JUNE 21 2016 Total:	16.72							
	PORTLAND GENERAL E	16.72							
QUALITY CONTROL SERVICES, INC.									
026553									
45054	5/27/2016	70.00	0.00	06/24/2016				False	0
✓018-019-501000 Operating Materials				CALIBRATION AT WWTP					
45054	5/27/2016	70.00	0.00	06/24/2016				False	0
✓018-020-501000 Operating Materials & Supplies				CALIBRATION AT WWTP					
	45054 Total:	140.00							
	QUALITY CONTROL SE	140.00							
RICOH USA INC									
027295									
5042591317	6/5/2016	86.40	0.00	06/24/2016				False	0
✓012-107-502000 Equipment expense				COPIES 3346106					
	5042591317 Total:	86.40							
	RICOH USA INC Total:	86.40							
SELDEN, LAURIE									
030715									
083114	6/21/2016	2,948.00	0.00	06/24/2016				False	0
✓001-103-554000 Contractual/consulting serv				6-15-16-6-30-16 CRIMINAL PROSECUTORIAL SERVIC					
	083114 Total:	2,948.00							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
SELDEN, LAURIE Total:		2,948.00							
SOLUTIONS YES									
013581 INV3412	6/17/2016	457.77	0.00	06/24/2016				False	0
✓012-107-502000	Equipment expense				C10184-01 COPIES				
INV3412 Total:		457.77							
SOLUTIONS YES Total:		457.77							
SOUTH COLUMBIA COUNTY									
028700 JUNE 2016	6/22/2016	1,000.00	0.00	06/24/2016				False	0
✓001-100-558100	Grants and awards				WINGS AND WHEELS 2016 SPONSORSHIP				
JUNE 2016 Total:		1,000.00							
SOUTH COLUMBIA COU		1,000.00							
ST. HELENS COMMUNITY FOUNDATION									
SHCF JUNE 21 2016	6/22/2016	2,063.00	0.00	06/24/2016				False	0
✓008-008-558104	Events				INSURANCE PREMIUM 2016-2017				
JUNE 21 2016 Total:		2,063.00							
ST. HELENS COMMUNI		2,063.00							
STAPLES BUSINESS ADVANTAGE									
031983 3304817018	6/4/2016	4.80	0.00	06/24/2016				False	0
✓012-107-457000	Office supplies				CD ENVELOPE WINDOW				



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	3304817018 Total:	4.80							
	STAPLES BUSINESS AD	4.80							
TACOMA SCREW PRODUCTS INC TACOMA 19622938	6/10/2016	165.06	0.00	06/24/2016				False	0
✓ 015-015-501000 Operating Materials & Supp					MATERIALS				
	19622938 Total:	165.06							
19623518	6/15/2016	24.85	0.00	06/24/2016				False	0
✓ 015-015-501000 Operating Materials & Supp					MATERIALS				
	19623518 Total:	24.85							
	TACOMA SCREW PROD	189.91							
TECHNICAL FURNITURE SYSTEMS 033019 OR162065-2	6/21/2016	457.00	0.00	06/24/2016				False	0
✓ 001-004-519000 Furnishing/Shelving Exp					SHELVES / CANOPY TOPS				
	OR162065-2 Total:	457.00							
	TECHNICAL FURNITUR	457.00							
THE LAW OFFICE OF NICHOLAS WOOD P.S. 018419 JUNE 20 2016	6/20/2016	607.50	0.00	06/24/2016				False	0
✓ 001-103-554100 Protemp Judge/Prosecutor					PRO TEM JUDGE KROLL CASE / BRIXLEY CASES				
	JUNE 20 2016 Total:	607.50							
	THE LAW OFFICE OF NI	607.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
TRAFFIC SAFETY SUPPLY CO., INC 033600									
114676	6/14/2016	462.40	0.00	06/24/2016				False	0
✓ 011-011-501000 Operating Materials & Supp					CONES GLASS BEADS BAG				
	114676 Total:	<u>462.40</u>							
	TRAFFIC SAFETY SUPP	<u>462.40</u>							
	Report Total:	<u><u>40,799.39</u></u>							



# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 06/30/2016 - 10:13AM  
 Batch: 00016.06.2016 - AP 7/01/16 OVER



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
3CMA 033183									
JUNE 2016	6/29/2016	390.00	0.00	06/30/2016				False	0
012-101-490000 Professional development				ANNUAL MEMBERSHIP DUES					
	JUNE 2016 Total:	390.00							
	3CMA Total:	390.00							
AIRGAS USA, LLC AIRGAS									
9052571917	6/20/2016	52.31	0.00	06/30/2016				False	0
017-017-501000 Operating Materials & Sup.				CO2					
	9052571917 Total:	52.31							
	AIRGAS USA, LLC Total:	52.31							
AMERICAN GIRL 001228									
JUNE 2016	6/29/2016	29.95	0.00	07/01/2016				False	0
001-004-512000 Periodicals				SUBSCRIPTION					
	JUNE 2016 Total:	29.95							
	AMERICAN GIRL Total:	29.95							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
ANDERSON, TARA LYNN ANDER.TA 0002656	6/24/2016	25.00	0.00	07/01/2016	RESTITUTION E SNIDER			False	0
001-000-237000 Restitution									
0002656 Total:		25.00							
0002674	6/24/2016	25.00	0.00	07/01/2016	RESTITUTION E SNIDER			False	0
001-000-237000 Restitution									
0002674 Total:		25.00							
ANDERSON, TARA LYNN		50.00							
ANDRUS, KRISTIN 001605 0002667	6/24/2016	590.50	0.00	07/01/2016	RESTITUTION M DANIELS			False	0
001-000-237000 Restitution									
0002667 Total:		590.50							
ANDRUS, KRISTIN Total		590.50							
ARCHITECTURAL DIGEST ARCHITEC JUNE 2016	6/29/2016	39.95	0.00	07/01/2016	SUBSCRIPTION			False	0
001-004-512000 Periodicals									
JUNE 2016 Total:		39.95							
ARCHITECTURAL DIGE		39.95							
BOY'S LIFE BOYS LIF JUNE 2016	6/29/2016	28.00	0.00	07/01/2016	SUBSCRIPTION			False	0
001-004-512000 Periodicals									

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
JUNE 2016 Total:		28.00							
BOY'S LIFE Total:		28.00							
BROWN, GARY L. 578936 0002654	6/28/2016	21.00	0.00	07/01/2016 RESTITUTION T DARTING		False			0
001-000-237000 Restitution									
0002654 Total:		21.00							
BROWN, GARY L. Total:		21.00							
CASCADE CONCRETE PRODUCTS,INC. 005925 65242	6/2/2016	529.00	0.00	06/30/2016 MATERIALS		False			0
018-021-501000 Operating Materials & Supplies									
65242 Total:		529.00							
65279	6/8/2016	192.00	0.00	06/30/2016 MASCO FLASH GROUT		False			0
018-018-501000 Operating Materials & Supplies									
65279 Total:		192.00							
CASCADE CONCRETE P		721.00							
CENTERLOGIC, INC. 011595 JUNE 2016	6/29/2016	458.00	0.00	06/30/2016 WIRELESS ACCESS POINT		False			0
012-108-575000 Equipment expense									
JUNE 2016 Total:		458.00							
JUNE 30 2016	6/29/2016	92.75	0.00	06/30/2016 ANTIVIRUS 3 YEAR RENEWAL		False			0
012-101-500000 Information services									



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
JUNE 30 2016	6/29/2016	162.32	0.00	06/30/2016				False	0
001-100-500000 Information services				ANTIVIRUS 3 YEAR RENEWAL					
JUNE 30 2016	6/29/2016	69.56	0.00	06/30/2016				False	0
001-103-500000 Information services				ANTIVIRUS 3 YEAR RENEWAL					
JUNE 30 2016	6/29/2016	23.19	0.00	06/30/2016				False	0
001-104-500000 Information services				ANTIVIRUS 3 YEAR RENEWAL					
JUNE 30 2016	6/29/2016	556.51	0.00	06/30/2016				False	0
001-002-500000 Computer System Maint.				ANTIVIRUS 3 YEAR RENEWAL					
JUNE 30 2016	6/29/2016	162.32	0.00	06/30/2016				False	0
001-004-500000 Computer Maintenance				ANTIVIRUS 3 YEAR RENEWAL					
JUNE 30 2016	6/29/2016	69.56	0.00	06/30/2016				False	0
001-105-500000 Information services				ANTIVIRUS 3 YEAR RENEWAL					
JUNE 30 2016	6/29/2016	69.56	0.00	06/30/2016				False	0
015-015-500000 Computer System Maint.				ANTIVIRUS 3 YEAR RENEWAL					
JUNE 30 2016	6/29/2016	69.56	0.00	06/30/2016				False	0
012-102-500000 Information services				ANTIVIRUS 3 YEAR RENEWAL					
JUNE 30 2016	6/29/2016	185.50	0.00	06/30/2016				False	0
012-106-500000 Information services				ANTIVIRUS 3 YEAR RENEWAL					
JUNE 30 2016	6/29/2016	139.13	0.00	06/30/2016				False	0
013-402-500000 Information services				ANTIVIRUS 3 YEAR RENEWAL					
JUNE 30 2016	6/29/2016	556.54	0.00	06/30/2016				False	0
013-403-500000 Information services				ANTIVIRUS 3 YEAR RENEWAL					
JUNE 30 2016	6/29/2016	69.56	0.00	06/30/2016				False	0
017-417-501000 Operating materials and suppli				ANTIVIRUS 3 YEAR RENEWAL					
JUNE 30 2016	6/29/2016	92.75	0.00	06/30/2016				False	0
018-019-500000 Computer System Maint.				ANTIVIRUS 3 YEAR RENEWAL					
	JUNE 30 2016 Total:	2,318.81							
	CENTERLOGIC, INC. To	2,776.81							
CENTURY LINK									
034002									
JUNE 17 2016	6/17/2016	20.35	0.00	06/30/2016				False	0
018-019-458000 Telecommunication Expense				025B					
JUNE 17 2016	6/17/2016	20.36	0.00	06/30/2016				False	0
018-020-458000 Telecommunication Expense				025B					
JUNE 17 2016	6/17/2016	40.71	0.00	06/30/2016				False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PQ #	Close PO	Line #
017-017-458000 Telephone Expense				369B					
	JUNE 17 2016 Total:	81.42							
	CENTURY LINK Total:	81.42							
CINTAS CORPORATION-463									
006830									
463679609	6/20/2016	88.46	0.00	07/01/2016				False	0
001-002-501000 Operating Materials & Supp				MATERIALS					
	463679609 Total:	88.46							
463683028	6/27/2016	43.53	0.00	07/01/2016				False	0
013-403-470000 Building				MATERIALS					
	463683028 Total:	43.53							
	CINTAS CORPORATION	131.99							
COLUMBIA HUMANE SOCIETY									
008162									
0002655	6/24/2016	325.00	0.00	07/01/2016				False	0
001-000-237000 Restitution				RESTITUTION J. DAUGHERTY					
	0002655 Total:	325.00							
0002675	6/24/2016	325.00	0.00	07/01/2016				False	0
001-000-237000 Restitution				RESTITUTION M. WEBB					
	0002675 Total:	325.00							
	COLUMBIA HUMANE S	650.00							
COLUMBIA RIVER P.U.D.									
008325									
0002649	6/24/2016	25.00	0.00	07/01/2016				False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
001-000-237000 Restitution					RESTITUTION L. BRADFORD				
0002649 Total:		25.00							
0002661 001-000-237000 Restitution	6/24/2016	25.00	0.00	07/01/2016	RESTITUTION L. BRADFORD			False	0
0002661 Total:		25.00							
0002668 001-000-237000 Restitution	6/24/2016	25.00	0.00	07/01/2016	RESTITUTION L. BRADFORD			False	0
0002668 Total:		25.00							
COLUMBIA RIVER P.U.D		75.00							
COMMUNITY ACTION TEAM, INC., ATTN: SALLY MCLAUGHLIN 008603									
JUNE 27 2016 033-033-560000 CAT Dist. Transitional Housing	6/27/2016	6,680.00	0.00	07/01/2016	TRANSFER LOAN REPAYMENTS FROM COUNTY TO			False	0
JUNE 27 2016 Total:		6,680.00							
COMMUNITY ACTION T		6,680.00							
COUNTRY MEDIA INC. 006800									
233897 012-102-526000 Advertisements	6/15/2016	14.00	0.00	06/30/2016	BUILDING INSPECTOR			False	0
233897 Total:		14.00							
233974 012-101-527000 Communications	6/15/2016	200.00	0.00	06/30/2016	GRAD TAB			False	0
233974 Total:		200.00							
235795 001-104-493000 Legal notices	6/22/2016	162.60	0.00	06/30/2016	PUBLIC HEARING			False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
235795 Total:		162.60							
235810 012-102-526000 Advertisements	6/22/2016	14.00	0.00	06/30/2016	BUILDING INSPECTOR			False	0
235810 Total:		14.00							
235812 012-102-526000 Advertisements	6/22/2016	14.00	0.00	06/30/2016	PRETREATMENT SPECIALIST			False	0
235812 Total:		14.00							
COUNTRY MEDIA INC. T		404.60							
COVANTA ENERGY LLC 009255 054292MARIO	5/26/2016	92.48	0.00	06/30/2016	SPECIAL WASTE			False	0
001-002-501000 Operating Materials & Supp									
054292MARIO Total:		92.48							
COVANTA ENERGY LLC		92.48							
DEWITT, DERRICK 2458736 0002650	6/28/2016	52.50	0.00	07/01/2016	RESTITUTION J WHITE			False	0
001-000-237000 Restitution									
0002650 Total:		52.50							
DEWITT, DERRICK Total		52.50							
DND ELECTRICAL CONTRACTORS 010649 19418	6/16/2016	1,002.03	0.00	06/30/2016	INSTALLATION OF SECOND MISSION CONTROL			False	0
018-022-501000 Materials and supplies									

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
19418 Total:		1,002.03							
DND ELECTRICAL CON		1,002.03							
DOLLAR TREE STORES, INC.									
DOLLAR									
0002665	6/24/2016	40.00	0.00	07/01/2016	RESTITUTION R LEANNE			False	0
001-000-237000 Restitution									
0002665 Total:		40.00							
0002670	6/24/2016	25.00	0.00	07/01/2016	RESTITUTION J CAGLE			False	0
001-000-237000 Restitution									
0002670 Total:		25.00							
DOLLAR TREE STORES		65.00							
E2C CORPORATION									
E2C									
3949	6/27/2016	8,263.00	0.00	06/30/2016	EVENTS / VENDOR CART M. KNUDSON			False	0
008-008-558104 Events									
3949 Total:		8,263.00							
E2C CORPORATION Total		8,263.00							
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
30968	5/31/2016	372.88	0.00	06/30/2016	ROCK- N 9TH ST STORM			False	0
010-304-653400 Storm drains									
30968 Total:		372.88							
30976	6/1/2016	386.00	0.00	06/30/2016	ROCK- 9TH STREET STORM			False	0
010-304-653400 Storm drains									



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
30976	6/1/2016	133.94	0.00	06/30/2016				False	0
017-017-501000	Operating Materials & Sup.			ROCK- S 16TH ST					
	30976 Total:	519.94							
31031	6/13/2016	253.80	0.00	06/30/2016				False	0
010-304-653400	Storm drains			ROCK- N 9TH ST STORM					
	31031 Total:	253.80							
31037	6/14/2016	268.08	0.00	06/30/2016				False	0
010-304-653400	Storm drains			ROCK- N 9TH ST STORM					
	31037 Total:	268.08							
31044	6/15/2016	129.31	0.00	06/30/2016				False	0
010-304-653400	Storm drains			ROCK- 9TH STREET STORM					
	31044 Total:	129.31							
31049	6/16/2016	76.72	0.00	06/30/2016				False	0
017-017-501000	Operating Materials & Sup.			ROCK- 9TH STREET STORM					
	31049 Total:	76.72							
31055	6/17/2016	77.49	0.00	06/30/2016				False	0
017-017-501000	Operating Materials & Sup.			ROCK- N 9TH ST STORM					
	31055 Total:	77.49							
	EAGLE STAR ROCK PRO	1,698.22							
EMMERT MOTORS, INC.									
020693									
10439	6/13/2016	468.48	0.00	07/01/2016				False	0
001-002-510000	Automobile Expense			2007 CHEVY IMPALA REPAIR WORK					
	10439 Total:	468.48							
10483	6/15/2016	485.19	0.00	07/01/2016				False	0
001-002-510000	Automobile Expense			2007 CHEVY IMPALA REPAIR WORK					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
10483 Total:		485.19							
EMMERT MOTORS, INC		953.67							
GL 013799 JUNE 2016 001-004-512000 Periodicals	6/29/2016	19.95	0.00	07/01/2016	SUBSCRIPTION			False	0
JUNE 2016 Total:		19.95							
GL Total:		19.95							
HARRINGTON, SCOTT M 014642 JUNE 2016 013-403-490000 Professional development	6/28/2016	27.65	0.00	07/01/2016	CONFINED SPACE TRAINING SCOTT HARRINGTON			False	0
JUNE 2016 Total:		27.65							
HARRINGTON, SCOTT M		27.65							
HARRIS WORKSYSTEMS 014660 67853 001-002-502000 Equipment Expense	6/15/2016	1,163.09	0.00	07/01/2016	CHIAR / CUBE TABLE			False	0
67853 Total:		1,163.09							
HARRIS WORKSYSTEM		1,163.09							
INTEGRA TELECOM, INC. 016479 13951471	6/21/2016	393.70	0.00	06/30/2016				False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
001-002-458000 Telephone Expense 13951471	6/21/2016	58.56	0.00	06/30/2016	754802 PHONES			False	0
012-106-480000 Postage 13951471	6/21/2016	1,235.72	0.00	06/30/2016	754802 PHONES			False	0
012-107-458000 Telecommunication expense 13951471	6/21/2016	294.87	0.00	06/30/2016	754802 PHONES			False	0
001-004-458000 Telephone Expense 13951471	6/21/2016	48.99	0.00	06/30/2016	754802 PHONES			False	0
017-017-458000 Telephone Expense 13951471	6/21/2016	559.37	0.00	06/30/2016	754802 PHONES			False	0
017-417-458000 Telephone expense 13951471	6/21/2016	200.79	0.00	06/30/2016	754802 PHONES			False	0
013-403-458000 Telecommunication expense 13951471	6/21/2016	178.02	0.00	06/30/2016	754802 PHONES			False	0
018-019-458000 Telecommunication Expense 13951471	6/21/2016	178.02	0.00	06/30/2016	754802 PHONES			False	0
018-020-458000 Telecommunication Expense 13951471	6/21/2016	353.52	0.00	06/30/2016	754802 PHONES			False	0
018-022-458000 Telecommunication expense					754802 PHONES				
		13951471 Total:							
		INTEGRA TELECOM, IN							
		3,501.56							
		3,501.56							
JOHANNSEN, STEVE 031467 JUNE 2016	6/29/2016	25.00	0.00	06/30/2016				False	0
001-000-237000 Restitution					RESTITUTION S GARRISON				
		JUNE 2016 Total:							
		25.00							
		JOHANNSEN, STEVE To							
		25.00							
KOLDKIST BOTTLED WATER 007248 JUNE 2016	6/29/2016	40.00	0.00	06/30/2016				False	0
001-002-501000 Operating Materials & Supp					BOTTLED WATER 169870 POLICE				

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
	JUNE 2016 Total:	40.00							
	KOLDKIST BOTTLED W	40.00							
LANDRETH, KENNY L. LANDRE.K 0002660	6/28/2016	500.00	0.00	07/01/2016	RESTITUTION A GRAY			False	0
001-000-237000 Restitution									
	0002660 Total:	500.00							
0002666	6/28/2016	50.00	0.00	07/01/2016	RESTITUTION A GRAY			False	0
001-000-237000 Restitution									
	0002666 Total:	50.00							
	LANDRETH, KENNY L. T	550.00							
LYLE SIGNS, INC. 019250	5/30/2016	476.00	0.00	07/01/2016	STREET SIGNS			False	0
LYL-002953									
011-011-505000 Street Signs									
	LYL-002953 Total:	476.00							
	LYLE SIGNS, INC. Total:	476.00							
MAD MAGAZINE MAD JUNE 2016	6/29/2016	29.99	0.00	07/01/2016	SUBSCRIPTION			False	0
001-004-512000 Periodicals									
	JUNE 2016 Total:	29.99							
	MAD MAGAZINE Total:	29.99							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
MCCOY ELECTRIC CO., INC.									
019713									
214860	6/7/2016	1,823.20	0.00	06/30/2016				False	0
018-019-501000 Operating Materials				SEWER PLANT REPAIRS					
	214860 Total:	1,823.20							
	MCCOY ELECTRIC CO.,	1,823.20							
MIDWEST TAPE									
020427									
94084932	6/22/2016	33.98	0.00	07/01/2016				False	0
001-004-481000 Visual Materials				DVD					
	94084932 Total:	33.98							
	MIDWEST TAPE Total:	33.98							
OAWU									
021691									
JUNE 29 2016	6/29/2016	285.00	0.00	07/01/2016				False	0
013-403-490000 Professional development				SUMMER CLASSIC CONFERENCE DAVE ELDER					
	JUNE 29 2016 Total:	285.00							
	OAWU Total:	285.00							
ODOT HIGHWAY BUDGET-CAO COORDINATOR MS#22									
ODOT.H.B									
0002651	6/24/2016	25.00	0.00	07/01/2016				False	0
001-000-237000 Restitution				RESTITUTION S CONGER					
	0002651 Total:	25.00							
0002662	6/24/2016	25.00	0.00	07/01/2016				False	0
001-000-237000 Restitution				RESTITUTION S CONGER					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
		25.00							
0002662 Total:		25.00							
0002669	6/24/2016	25.00	0.00	07/01/2016				False	0
001-000-237000 Restitution					RESTITUTION S CONGER				
		25.00							
0002669 Total:		25.00							
		75.00							
ODOT HIGHWAY BUDGE		75.00							
OLIVER, JONATHAN LEE OLIVER.J									
0002646	6/24/2016	9.00	0.00	07/01/2016				False	0
001-000-237000 Restitution					RESTITUTION S CRANE				
		9.00							
0002646 Total:		9.00							
		9.00							
OLIVER, JONATHAN LE		9.00							
OPUS:INTERACTIVE, INC. 021979									
278960	6/14/2016	10.00	0.00	07/01/2016				False	0
001-002-500000 Computer System Maint.					5022				
		10.00							
278960 Total:		10.00							
		10.00							
OPUS:INTERACTIVE, IN		10.00							
OREGON DMV 023150									
67431-053116	5/31/2016	11.50	0.00	06/30/2016				False	0
001-002-501000 Operating Materials & Supp					SUSPENSION PACKAGE 67431				
		11.50							
67431-053116 Total:		11.50							
		11.50							
OREGON DMV Total:		11.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
OREGON HUNTERS ASSOCIATION									
OR HUNTE									
JUNE 2016	6/29/2016	5.00	0.00	07/01/2016				False	0
001-004-512000	Periodicals			SUBSCRIPTION					
	JUNE 2016 Total:	5.00							
	OREGON HUNTERS ASS	5.00							
OREGON TRAIL LANES									
ORE.TRAI									
0002657	6/24/2016	47.50	0.00	07/01/2016				False	0
001-000-237000	Restitution			RESTITUTION J WHITE					
	0002657 Total:	47.50							
	OREGON TRAIL LANES	47.50							
PORTLAND ART MUSEUM									
025634									
597586	6/23/2016	200.00	0.00	06/30/2016				False	0
001-004-517000	Library Program			597586 LIBRARY PASS PROGRAM					
	597586 Total:	200.00							
	PORTLAND ART MUSEU	200.00							
PORTLAND BUSINESS JOURNAL									
PORT. BU									
JUNE 2016	6/29/2016	95.00	0.00	07/01/2016				False	0
001-004-512000	Periodicals			SUBSCRIPTION					
	JUNE 2016 Total:	95.00							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
PORTLAND BUSINESS J		95.00							
RANGER RICK R.RICK JUNE 2016 001-004-512000 Periodicals	6/29/2016	33.95	0.00	07/01/2016	SUBSCRIPTION			False	0
JUNE 2016 Total:		33.95							
RANGER RICK Total:		33.95							
RED BOOK R.BOOK JUNE 2016 001-004-512000 Periodicals	6/29/2016	24.97	0.00	07/01/2016	SUBSCRIPTION			False	0
JUNE 2016 Total:		24.97							
RED BOOK Total:		24.97							
SAFEWAY SAFEWAY 0002664 001-000-237000 Restitution	6/24/2016	10.00	0.00	07/01/2016	RESTITUTION R PENOR			False	0
0002664 Total:		10.00							
SAFEWAY Total:		10.00							
SCHNOOR, DAVID M. SCHNOOR 0002647 001-000-237000 Restitution	6/24/2016	15.29	0.00	07/01/2016	RESTITUTION J. BRAGA			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	0002647 Total:	15.29							
0002659	6/24/2016	23.76	0.00	07/01/2016	RESTITUTION J. BRAGA			False	0
001-000-237000	Restitution								
	0002659 Total:	23.76							
	SCHNOOR, DAVID M. To	39.05							
SCHOOL LIBRBARY JOURNAL									
S.LIBRAR									
JUNE 2016	6/29/2016	82.99	0.00	07/01/2016	SUBSCRIPTION			False	0
001-004-512000	Periodicals								
	JUNE 2016 Total:	82.99							
	SCHOOL LIBRBARY JOU	82.99							
SHOATS, BRIAN									
005559									
0002653	6/28/2016	130.00	0.00	07/01/2016	RESTITUTION A YOUNGER			False	0
001-000-237000	Restitution								
	0002653 Total:	130.00							
0002673	6/28/2016	25.00	0.00	07/01/2016	RESTITUTION A YOUNGER			False	0
001-000-237000	Restitution								
	0002673 Total:	25.00							
	SHOATS, BRIAN Total:	155.00							
SHRED-IT USA, LLC									
SHRED-IT									
8120714854	5/31/2016	622.59	0.00	06/30/2016	POLICE SHREDDING PLUS OFFSITE PURGE MEDIA			False	0
001-002-470000	Building Expense								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	8120714854 Total:	622.59							
	SHRED-IT USA, LLC Tot	622.59							
SNYDER, THE LAW OFFICE OF NOEL									
018045									
52416	5/24/2016	720.00	0.00	06/30/2016				False	0
	001-103-554000 Contractual/consulting serv				ROBERT SETTLEMIRE				
	52416 Total:	720.00							
	SNYDER, THE LAW OFF	720.00							
ST. HELENS AUTO BODY &									
028470									
3301	6/29/2016	1,079.00	0.00	06/30/2016				False	0
	001-002-510000 Automobile Expense				2014 CHEV CAPRICE POLICE				
	3301 Total:	1,079.00							
	ST. HELENS AUTO BOD	1,079.00							
STAPLES BUSINESS ADVANTAGE									
031983									
3305319647	6/11/2016	703.98	0.00	06/30/2016				False	0
	001-105-457000 Office supplies				VERTICAL FILE				
	3305319647 Total:	703.98							
3305319648	6/11/2016	61.12	0.00	06/30/2016				False	0
	012-107-457000 Office supplies				OFFICE SUPPLIES LA 1037057				
	3305319648 Total:	61.12							
3305935683	6/18/2016	21.78	0.00	06/30/2016				False	0
	012-107-457000 Office supplies				OFFICE SUPPLIES LA 1037057				



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
		3305935683 Total:							
		21.78							
3305935684	6/18/2016	119.82	0.00	06/30/2016	OFFICE SUPPLIES LA 1037057			False	0
012-107-457000 Office supplies									
		3305935684 Total:							
		119.82							
		STAPLES BUSINESS AD							
		906.70							
SUPERIOR TIRE SERVICES									
032774									
6416590	5/31/2016	1,516.02	0.00	06/30/2016	MATERIALS			False	0
015-015-501000 Operating Materials & Supp									
		6416590 Total:							
		1,516.02							
6419127	6/10/2016	101.75	0.00	06/30/2016	MATERIALS			False	0
015-015-501000 Operating Materials & Supp									
		6419127 Total:							
		101.75							
		SUPERIOR TIRE SERVIC							
		1,617.77							
SUPRY, AMANDA									
SUPRY_A									
0002648	6/28/2016	25.00	0.00	07/01/2016	RESTITUTION G. SCHILLER			False	0
001-000-237000 Restitution									
		0002648 Total:							
		25.00							
		SUPRY, AMANDA Total:							
		25.00							
THE OPRAH MAGAZINE									
THE OPRA									
JUNE 2016	6/29/2016	34.97	0.00	07/01/2016	SUBSCRIPTION			False	0
001-004-512000 Periodicals									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	JUNE 2016 Total:	34.97							
	THE OPRAH MAGAZINE	34.97							
TOPAZ, STEPHEN S.TOPAZ 0002652	6/28/2016	100.00	0.00	07/01/2016				False	0
001-000-237000 Restitution					RESTITUTION E MAKENZIE				
	0002652 Total:	100.00							
0002671	6/28/2016	55.00	0.00	07/01/2016				False	0
001-000-237000 Restitution					RESTITUTION E CHRISTENSEN				
	0002671 Total:	55.00							
	TOPAZ, STEPHEN Total:	155.00							
TUNNELL, APRIL TUNN.A 0002672	6/28/2016	75.00	0.00	07/01/2016				False	0
001-000-237000 Restitution					RESTITUTION B FORBESS HENDRICKS				
	0002672 Total:	75.00							
	TUNNELL, APRIL Total:	75.00							
VANITY FAIR VANITY JUNE 29 2016	6/29/2016	20.00	0.00	07/01/2016				False	0
001-004-512000 Periodicals					SUBSCRIPTION				
	JUNE 29 2016 Total:	20.00							
	VANITY FAIR Total:	20.00							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
VERNON, VICKI R.									
034920									
JUNE 06 2016 001-103-554000 Contractual/consulting serv	6/6/2016	400.00	0.00	06/30/2016 MICHAEL THOMPSON				False	0
JUNE 06 2016 Total:		400.00							
JUNE 13 2016 001-103-554000 Contractual/consulting serv	6/13/2016	200.00	0.00	06/30/2016 KAYLA MOILANEN				False	0
JUNE 13 2016 001-103-554000 Contractual/consulting serv	6/13/2016	160.00	0.00	06/30/2016 BYRON HOPPER				False	0
JUNE 13 2016 Total:		360.00							
VERNON, VICKI R. Total		760.00							
WILD CURRANT RESTAURANT									
037008									
3485 001-004-473000 Misc Expense	6/27/2016	94.40	0.00	06/30/2016 GRILLED CHICKEN SALAD, FRUIT BREAD AND HUM				False	0
3485 Total:		94.40							
WILD CURRANT RESTA		94.40							
Report Total:		39,734.24							

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 07/07/2016 - 1:57PM  
 Batch: 00003.07.2016 - AP 7/08/16 FY 16-17



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
CHAVES CONSULTING, INC.-CRMS									
006630									
160172	7/1/2016	259.14	0.00	07/08/2016				False	0
				012-102-554000 Contractual/consulting serv	MONTHLY USER FEE OR 0486				
	160172 Total:	259.14							
	CHAVES CONSULTING,	259.14 ✓							
COMCAST									
COMCAST									
JULY 2016	7/6/2016	99.59	0.00	07/08/2016				False	0
				001-004-500000 Computer Maintenance	8631			False	0
JULY 2016	7/6/2016	186.97	0.00	07/08/2016				False	0
				012-107-458000 Telecommunication expense	9110			False	0
JULY 2016	7/6/2016	94.85	0.00	07/08/2016				False	0
				012-107-458000 Telecommunication expense	8453			False	0
JULY 2016	7/6/2016	94.85	0.00	07/08/2016				False	0
				001-004-500000 Computer Maintenance	3388			False	0
JULY 2016	7/6/2016	107.85	0.00	07/08/2016				False	0
				001-002-458000 Telephone Expense	4855			False	0
JULY 2016	7/6/2016	102.85	0.00	07/08/2016				False	0
				001-005-509000 Marine board expense	3930				
	JULY 2016 Total:	686.96							
	COMCAST Total:	686.96 ✓							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
E2C CORPORATION									
E2C									
3951	7/5/2016	2,097.99	0.00	07/08/2016				False	0
008-008-558104	Events				FOURTH OF JULY EVENTS 2016				
	3951 Total:	2,097.99							
	E2C CORPORATION Total	2,097.99							
JORDAN RAMIS PC									
030274									
122939	7/7/2016	378.00	0.00	07/08/2016				False	0
009-209-554100	Environmental review				BOISE WHITE PAPER LLC LEGAL SERVICES				
	122939 Total:	378.00							
	JORDAN RAMIS PC Total	378.00							
METRO PLANNING INC.									
020291									
JULY 2016	7/5/2016	112.50	0.00	07/08/2016				False	0
001-104-500000	Information services				GIS WEB HOSTING				
JULY 2016	7/5/2016	37.50	0.00	07/08/2016				False	0
013-402-575000	Equipment expense				GIS WEB HOSTING				
	JULY 2016 Total:	150.00							
	METRO PLANNING INC	150.00							
MUSEUM OF CULTURAL AND NATURAL HISTORY									
0208452									
07012016	6/27/2016	162.00	0.00	07/08/2016				False	0
001-004-517000	Library Program				CHILDRENS LIB PROGRAM				
	07012016 Total:	162.00							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
		162.00 ✓							
MUSEUM OF CULTURA									
NORMAN, SUZANNE									
NORMAN.S									
JULY 2016	7/7/2016	150.00	0.00	07/08/2016				False	0
009-201-558105 Summer arts in the park					2016 TRASH CAN COMP WINNER				
JULY 2016 Total:		150.00							
NORMAN, SUZANNE Tot		150.00 ✓							
PAULY, ROGERS and CO., P.C.									
025320									
8111	6/9/2016	8,900.00	0.00	07/08/2016				False	0
012-106-554000 Contractual/consulting serv					JUNE 30 2016 AUDIT				
8111 Total:		8,900.00							
PAULY, ROGERS and CO		8,900.00 ✓							
PHILLIPS, CYNTHIA									
025515									
071516	7/6/2016	1,670.00	0.00	07/08/2016				False	0
001-103-554000 Contractual/consulting serv					MUNICIPAL COURT JUDGE 7/1-7/15				
071516 Total:		1,670.00							
PHILLIPS, CYNTHIA Tot		1,670.00 ✓							
RIMER, ANASTASIA									
RIM									
07072016	7/7/2016	60.00	0.00	07/08/2016				False	0
009-201-558105 Summer arts in the park					2016 TRASH CAN COMP WINNER				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	07072016 Total:	60.00							
	RIMER, ANASTASIA Tot	60.00 ✓							
SALISBURY, LUKE SAL									
07072016	7/7/2016	30.00	0.00	07/08/2016				False	0
009-201-558105	Summer arts in the park			2016 TRASH CAN COMP WINNER					
	07072016 Total:	30.00							
	SALISBURY, LUKE Total	30.00 ✓							
SELDEN, LAURIE 030715									
83114	7/5/2016	3,015.00	0.00	07/08/2016				False	0
001-103-554000	Contractual/consulting serv			7/1-7/15 CRIMINAL PROSECUTORIAL SERVICES					
	83114 Total:	3,015.00							
	SELDEN, LAURIE Total:	3,015.00 ✓							
TRENAMAN, AMBER TREN									
07072016	7/7/2016	60.00	0.00	07/08/2016				False	0
009-201-558105	Summer arts in the park			2016 TRASH CAN COMP WINNER					
	07072016 Total:	60.00							
	TRENAMAN, AMBER To	60.00 ✓							
WALSH, JOHN 035390									
JULY 2016	7/6/2016	839.85	0.00	07/08/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
012-101-490000	Professional development			OCCMA CONFERENCE BEND JOHN WALSH					
	JULY 2016 Total:	839.85							
	WALSH, JOHN Total:	839.85							
WESTERN DISPLAY FIREWORKS LTD									
036426									
16-5178	7/4/2016	7,500.00	0.00	07/08/2016				False	0
008-008-558104	Events			FIREWORKS SHOW 2016					
	16-5178 Total:	7,500.00							
16-5321	7/4/2016	1,500.00	0.00	07/08/2016				False	0
008-008-558104	Events			FIREWORKS SHOW 2016					
	16-5321 Total:	1,500.00							
	WESTERN DISPLAY FIR	9,000.00							
ZUCCCARINI, JAN									
ZUCC									
07072016	7/7/2016	150.00	0.00	07/08/2016				False	0
009-201-558105	Summer arts in the park			2016 TRASH CAN COMP WINNER					
	07072016 Total:	150.00							
	ZUCCCARINI, JAN Total	150.00							
	Report Total:	27,608.94							

*MM 7/7/16*

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 07/07/2016 - 2:26PM  
 Batch: 00002.07.2016 - AP 7/08/16 FY 15-16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
A+ ENGRAVING LLC									
45875									
691	6/25/2016	73.25	0.00	07/08/2016				False	0
				MATTE BLACK FINISH WITH GOLD CORE					
001-004-470000 Building Expense									
691 Total:		73.25							
A+ ENGRAVING LLC To		73.25 ✓							
ACE HARDWARE									
000500									
1211	6/30/2016	105.40	0.00	07/08/2016				False	0
				MATERIALS					
012-107-457000 Office supplies									
1211 Total:		105.40 ✓							
1213	6/30/2016	26.96	0.00	07/08/2016				False	0
				MATERIALS					
001-005-509000 Marine board expense									
1213	6/30/2016	504.11	0.00	07/08/2016				False	0
				MATERIALS					
001-005-501000 Operating Materials & Supp									
1213 Total:		531.07 ✓							
1217	6/30/2016	16.18	0.00	07/08/2016				False	0
				MATERIALS					
018-018-501000 Operating Materials & Supplies									
1217	6/30/2016	8.61	0.00	07/08/2016				False	0
				MATERIALS					
018-019-501000 Operating Materials									
1217	6/30/2016	8.61	0.00	07/08/2016				False	0
				MATERIALS					
018-020-501000 Operating Materials & Supplies									
1217	6/30/2016	4.67	0.00	07/08/2016				False	0
				MATERIALS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
018-020-501000	Operating Materials & Supplies				MATERIALS				
1217	6/30/2016	16.19	0.00	07/08/2016				False	0
010-304-653400	Storm drains				MATERIALS				
	1217 Total:	54.26 ✓							
1218	6/30/2016	31.02	0.00	07/08/2016				False	0
001-005-509000	Marine board expense				MATERIALS				
1218	6/30/2016	276.18	0.00	07/08/2016				False	0
017-017-501000	Operating Materials & Sup.				MATERIALS				
1218	6/30/2016	114.74	0.00	07/08/2016				False	0
017-417-501000	Operating materials and suppli				MATERIALS				
1218	6/30/2016	80.11	0.00	07/08/2016				False	0
001-005-501000	Operating Materials & Supp				MATERIALS				
1218	6/30/2016	25.18	0.00	07/08/2016				False	0
013-403-501000	Operating materials/supplies				MATERIALS				
	1218 Total:	527.23 ✓							
	ACE HARDWARE Total:	1,217.96							
BARBEE, DIANE									
017100									
06292016	6/29/2016	47.11	0.00	07/08/2016				False	0
001-004-517000	Library Program				PARTY PLATTER SAFEWAY MINDFUL DOODLING				
	06292016 Total:	47.11 ✓							
06302016	6/30/2016	78.00	0.00	07/08/2016				False	0
001-004-519000	Furnishing/Shelving Exp				SHREDDER MACHINE				
06302016	6/30/2016	143.48	0.00	07/08/2016				False	0
001-004-481000	Visual Materials				13 DVD'S				
	06302016 Total:	221.48 ✓							
	BARBEE, DIANE Total:	268.59							

BULLARD LAW



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
004880									
22867	6/20/2016	2,301.45	0.00	07/08/2016				False	0
012-101-454000 Attorney				2016 BARGAINING					
	22867 Total:	2,301.45							
	BULLARD LAW Total:	2,301.45 ✓							
CINTAS CORPORATION-463									
006830									
463683026	6/27/2016	47.95	0.00	07/08/2016				False	0
018-019-470000 Building Expense				MATS					
463683026	6/27/2016	47.96	0.00	07/08/2016				False	0
018-020-470000 Building Expense				MATS					
	463683026 Total:	95.91							
	CINTAS CORPORATION	95.91 ✓							
CITY OF COLUMBIA CITY									
007370									
06262016	7/6/2016	71.14	0.00	07/08/2016				False	0
017-417-459000 Utilities				001754-001					
	06262016 Total:	71.14							
	CITY OF COLUMBIA CIT	71.14 ✓							
CITY OF PORTLAND									
025636									
10218529	6/28/2016	2,016.00	0.00	07/08/2016				False	0
018-019-472000 Lab Testing				LAB SERVICES APR-JUN					
10218529	6/28/2016	2,016.00	0.00	07/08/2016				False	0
018-020-472000 Lab Testing				LAB SERVICES APR-JUN					
	10218529 Total:	4,032.00 ✓							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
CITY OF PORTLAND Tot		4,032.00 ✓							
COASTWIDE LABORATORIES									
007159									
2889801	6/29/2016	50.68	0.00	07/08/2016				False	0
012-107-457000 Office supplies				HANDSOAP					
2889801 Total:		50.68							
COASTWIDE LABORATO		50.68 ✓							
COLUMBIA CO. TREASURER									
007701									
06302016	6/30/2016	306.00 ✓	0.00	07/08/2016				False	0
001-000-236000 County assessments				JAIL ASSESSMENT MAY 2016					
06302016	6/30/2016	444.00 ✓	0.00	07/08/2016				False	0
001-000-235000 State Assessments				COUNTY ASSESSMENT MAY 2016					
06302016	6/30/2016	-75.00 ✓	0.00	07/08/2016				False	0
001-000-341000 Fines				CITY COURT COSTS MAY 2016					
06302016	6/30/2016	199.00 ✓	0.00	07/08/2016				False	0
001-000-236000 County assessments				JAIL ASSESSMENT APRIL 2016					
06302016	6/30/2016	492.72 ✓	0.00	07/08/2016				False	0
001-000-235000 State Assessments				COUNTY ASSESSMENT APRIL 2016					
06302016	6/30/2016	-69.17 ✓	0.00	07/08/2016				False	0
001-000-341000 Fines				CITY COURT COSTS APRIL 2016					
06302016	6/30/2016	270.00 ✓	0.00	07/08/2016				False	0
001-000-236000 County assessments				JAIL ASSESSMENT MARCH 2016					
06302016	6/30/2016	478.28 ✓	0.00	07/08/2016				False	0
001-000-235000 State Assessments				COUNTY ASSESSMENT MARCH 2016					
06302016	6/30/2016	-74.83 ✓	0.00	07/08/2016				False	0
001-000-341000 Fines				CITY COURT COSTS MARCH 2016					
06302016 Total:		1,971.00							
COLUMBIA CO. TREASU		1,971.00 ✓							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
COLUMBIA RIVER P.U.D. 008325									
JULY 2016	7/6/2016	13,381.80	0.00	07/08/2016				False	0
018-019-534000 Electrical Energy				38633					
	JULY 2016 Total:	13,381.80							
	COLUMBIA RIVER P.U.D	13,381.80							
DAY WIRELESS SYSTEMS 010117									
414864	6/22/2016	54.16	0.00	07/08/2016				False	0
001-002-522000 Radio & radar maint				MICROPHONE CLIP					
	414864 Total:	54.16							
	DAY WIRELESS SYSTEM	54.16							
FELTON'S HEATING & COOLING 0011882									
027916	6/23/2016	2,541.50	0.00	07/08/2016				False	0
001-002-470000 Building Expense				REPLACE COMPRESSOR					
	027916 Total:	2,541.50							
	FELTON'S HEATING & C	2,541.50							
GENERAL EQUIPMENT COMPANY 013285									
59054	6/3/2016	2,127.01	0.00	07/08/2016				False	0
015-015-501000 Operating Materials & Supp				SEWER HOSE TUBE ASSEMBLY					
	59054 Total:	2,127.01							
59090	6/8/2016	1,594.54	0.00	07/08/2016				False	0
015-015-501000 Operating Materials & Supp				HOSE BOOM					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	59090 Total:	1,594.54 ✓							
	GENERAL EQUIPMENT	3,721.55 ✓							
HELLER ENTERPRISES									
015064									
23743	6/15/2016	104.00	0.00	07/08/2016				False	0
	001-005-501000 Operating Materials & Supp				V BELT				
	23743 Total:	104.00 ✓							
23773	6/15/2016	8.00	0.00	07/08/2016				False	0
	011-011-501000 Operating Materials & Supp				3/8 COLD ROLLED RD				
	23773 Total:	8.00 ✓							
	HELLER ENTERPRISES	112.00 ✓							
HORTON ELECTRIC CO.									
015763									
6946	6/16/2016	277.10	0.00	07/08/2016				False	0
	001-002-470000 Building Expense				REPLACE BROKEN RECEPTACLES				
	6946 Total:	277.10							
	HORTON ELECTRIC CO	277.10 ✓							
HUDSON GARBAGE SERVICE									
015875									
8919230	7/7/2016	66.00	0.00	07/08/2016				False	0
	001-004-459000 Utilities				1554				
	8919230 Total:	66.00 ✓							
8919353	7/1/2016	108.71	0.00	07/08/2016				False	0
	018-020-459000 Utilities				8333				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
8919353	7/1/2016	108.71	0.00	07/08/2016				False	0
018-019-459000				8333					
	8919353 Total:	217.42 ✓							
8919504	7/7/2016	83.00	0.00	07/08/2016				False	0
012-107-459000				7539					
	8919504 Total:	83.00							
8919505	7/1/2016	83.00 ✓	0.00	07/08/2016				False	0
001-002-459000				7547					
	8919505 Total:	83.00 ✓							
8919506	7/1/2016	78.31	0.00	07/08/2016				False	0
013-403-459000				7555					
	8919506 Total:	78.31 ✓							
8919507	7/1/2016	546.96	0.00	07/08/2016				False	0
001-005-459000				7598					
	8919507 Total:	546.96 ✓							
8919508	7/1/2016	306.57	0.00	07/08/2016				False	0
001-110-459000				7601					
	8919508 Total:	306.57 ✓							
8919509	7/1/2016	154.96	0.00	07/08/2016				False	0
001-005-459000				7636					
	8919509 Total:	154.96 ✓							
	HUDSON GARBAGE SER	1,536.22							
JEFFRIES, MARGARET									
016949									
06302016	6/30/2016	129.99 ✓	0.00	07/08/2016				False	0
001-004-473000				CAKE, BOUQUET, GIFT CERTS					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
06302016	6/30/2016	79.00 ✓	0.00	07/08/2016				False	0
001-004-519000	Furnishing/Shelving Exp			PACIFIC TYPEWRITER REPAIR TO PAPER FOLDING					
	06302016 Total:	208.99							
	JEFFRIES, MARGARET T	208.99 ✓							
JOHANNSEN, STEVE									
031467									
0002658	6/24/2016	25.00	0.00	07/08/2016				False	0
001-000-237000	Restitution			RESTITUTION DISBURSEMENT LOGAN JOHANNSEN					
	0002658 Total:	25.00							
	JOHANNSEN, STEVE To	25.00 ✓							
LD PRODUCTS, INC.									
018060									
SIP-004928213	6/27/2016	46.39	0.00	07/08/2016				False	0
001-004-457000	Office Supplies			TONER					
	SIP-004928213 Total:	46.39 ✓							
SIP-004940015	6/27/2016	89.99	0.00	07/08/2016				False	0
001-004-457000	Office Supplies			TONER					
	SIP-004940015 Total:	89.99 ✓							
	LD PRODUCTS, INC. Tot	136.38							
LINES, BARBARA									
018542									
06302016	6/30/2016	155.04	0.00	07/08/2016				False	0
009-207-652740	Library donation exp			ART SUPPLIES ADULT ART CLASS COLLAGE 6/22/16					
	06302016 Total:	155.04 ✓							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
LINES, BARBARA Total:		155.04							
METROPRESORT									
020292									
484133	6/30/2016	2,876.15	0.00	07/08/2016	BILL PRINTIN G			False	0
012-106-554000 Contractual/consulting serv									
484133 Total:		2,876.15							
METROPRESORT Total:		2,876.15 ✓							
NELSON, SUSAN									
020935									
06282016	6/28/2016	120.53	0.00	07/08/2016	OR ST. MARINE BOARD MEETING FOR GRANT REQ			False	0
013-402-490000 Professional development									
06282016 Total:		120.53 ✓							
07052016	7/5/2016	32.57	0.00	07/08/2016	BREAKROOM SUPPLIES			False	0
012-107-457000 Office supplies									
07052016	7/5/2016	50.85	0.00	07/08/2016	JON ELLIS RETIREMENT SUPPLIES			False	0
012-102-524000 Special projects									
07052016 Total:		83.42 ✓							
NELSON, SUSAN Total:		203.95							
NORTHSTAR CHEMICAL, INC.									
021556									
87105	6/14/2016	475.64	0.00	07/08/2016	SODIUM HYPOCHLORITE 12.5%			False	0
017-417-527000 Chlorine									
87105 Total:		475.64							
NORTHSTAR CHEMICAL		475.64 ✓							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
NORTHWEST DELI DISTRIBUTION INC									
021184									
276255	6/21/2016	196.00	0.00	07/08/2016				False	0
001-005-501000	Operating Materials & Supp				SHOWER CLEANER FOAM				
	276255 Total:	196.00							
	NORTHWEST DELI DIST	196.00							
OREGON DEPT. OF REVENUE									
023202									
06302016	6/30/2016	1,931.02	0.00	07/08/2016				False	0
001-000-235000	State Assessments				STATE MAY 2016				
06302016	6/30/2016	594.00	0.00	07/08/2016				False	0
001-000-235000	State Assessments				STATE DUII DIVERSION MAY 2016				
06302016	6/30/2016	395.67	0.00	07/08/2016				False	0
001-000-235000	State Assessments				UNITARY MAY 2016				
06302016	6/30/2016	47.00	0.00	07/08/2016				False	0
001-000-235000	State Assessments				STATE COURT FACILITY MAY 2016				
06302016	6/30/2016	27.00	0.00	07/08/2016				False	0
001-000-235000	State Assessments				LEMLA MAY 2016				
06302016	6/30/2016	1,922.41	0.00	07/08/2016				False	0
001-000-235000	State Assessments				STATE APRIL 2016				
06302016	6/30/2016	857.00	0.00	07/08/2016				False	0
001-000-235000	State Assessments				STATE DUII DIVERSION APRIL 2016				
06302016	6/30/2016	343.14	0.00	07/08/2016				False	0
001-000-235000	State Assessments				UNITARY APRIL 2016				
06302016	6/30/2016	29.00	0.00	07/08/2016				False	0
001-000-235000	State Assessments				STATE COURT FACILITY APRIL 2016				
06302016	6/30/2016	13.00	0.00	07/08/2016				False	0
001-000-235000	State Assessments				LEMLA APRIL 2016				
06302016	6/30/2016	1,365.39	0.00	07/08/2016				False	0
001-000-235000	State Assessments				STATE MARCH 2016				
06302016	6/30/2016	780.00	0.00	07/08/2016				False	0
001-000-235000	State Assessments				STATE DUII DIVERSION MARCH 2016				
06302016	6/30/2016	271.00	0.00	07/08/2016				False	0
001-000-235000	State Assessments				UNITARY MARCH 2016				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
06302016	6/30/2016	32.00	0.00	07/08/2016				False	0
001-000-235000 State Assessments					STATE COURT FACILITY MARCH 2016				
06302016	6/30/2016	28.00	0.00	07/08/2016				False	0
001-000-235000 State Assessments					LEMLA MARCH 2016				
	06302016 Total:	8,635.63							
	OREGON DEPT. OF REV	8,635.63							
PARR LUMBER									
025015									
06252016	6/25/2016	1,330.64	0.00	07/08/2016				False	0
001-005-501000 Operating Materials & Supp					14145 MATERIALS				
	06252016 Total:	1,330.64							
	PARR LUMBER Total:	1,330.64							
PETTY CASH LIBRARY- SHANNA DUGGAN									
018754									
06302016	6/30/2016	30.00	0.00	07/08/2016				False	0
001-000-318000 Fines- Library					LOST BOOK RETURNED				
	06302016 Total:	30.00							
	PETTY CASH LIBRARY-	30.00							
PETTY CASH- SHANNA DUGGAN									
018757									
06302016	6/30/2016	17.04	0.00	07/08/2016				False	0
001-100-473000 Miscellaneous					COUNCIL MTG SNACKS				
06302016	6/30/2016	11.18	0.00	07/08/2016				False	0
001-100-473000 Miscellaneous					YOUTH COUNCIL MTG SNACKS				
06302016	6/30/2016	10.00	0.00	07/08/2016				False	0
001-000-316200 Dockside Services					REFUND DOCK PED NOT WORKING #14				
06302016	6/30/2016	20.00	0.00	07/08/2016				False	0



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
001-000-354000 Misc Revenue 06302016	6/30/2016	5.63	0.00	07/08/2016	REFUND PUB REC REQUEST			False	0
012-107-457000 Office supplies 06302016	6/30/2016	55.99	0.00	07/08/2016	KITCHEN CLEANING SUPPLIES			False	0
012-107-457000 Office supplies 06302016	6/30/2016	13.78	0.00	07/08/2016	HOT WATER DISPENSER FOR KITCHEN			False	0
001-100-473000 Miscellaneous 06302016	6/30/2016	23.58	0.00	07/08/2016	C. MEETING SNACKS			False	0
013-403-501000 Operating materials/supplies 06302016	6/30/2016	5.00	0.00	07/08/2016	CANDY FOR PARADE			False	0
001-100-473000 Miscellaneous 06302016	6/30/2016	78.47	0.00	07/08/2016	Y. C. SNACKS			False	0
012-106-473000 Miscellaneous 06302016	6/30/2016	38.75	0.00	07/08/2016	LUNCH DRINKS UB INTERVIEWS			False	0
012-107-457000 Office supplies 06302016	6/30/2016	20.00	0.00	07/08/2016	COFFEE			False	0
018-019-490000 Schools & Conventions 06302016	6/30/2016	20.00	0.00	07/08/2016	BOAT OR COURSE FEE J. LEAVY			False	0
018-020-490000 Schools & Conventions 06302016	6/30/2016	18.05	0.00	07/08/2016	BOAT OR COURSE FEE J. LEAVY			False	0
001-105-502000 Vehicle expense 06302016	6/30/2016	30.58	0.00	07/08/2016	LOCKING GAS CAP			False	0
001-100-473000 Miscellaneous 06302016	6/30/2016	24.96	0.00	07/08/2016	LUNCH IF I WERE MAYOR CONTEST WINNERS			False	0
012-106-473000 Miscellaneous 06302016	6/30/2016	9.65	0.00	07/08/2016	FLOWERS / CHOCOLATE JILL SCAPPOOSE FOR INTE			False	0
012-102-524000 Special projects 06302016	6/30/2016	27.98	0.00	07/08/2016	RETIREMENT PARTY SUPPLIES J. ELLIS			False	0
012-102-524000 Special projects 06302016	6/30/2016	11.98	0.00	07/08/2016	RETIREMENT PARTY SUPPLIES J. ELLIS			False	0
013-403-490000 Professional development					SAFETY MTG DONUTS				
	06302016 Total:	442.62							
	PETTY CASH- SHANNA	442.62							

PITNEY BOWES  
025600



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
1000907627	6/16/2016	252.00	0.00	07/08/2016				False	0
012-106-502000	Equipment expense			0013203848	RENT 4/1/16-6/30/16				
	1000907627 Total:	252.00							
	PITNEY BOWES Total:	252.00							
PITTOCK MANSION SOCIETY, INC.									
025595									
06302016	6/30/2016	170.00	0.00	07/08/2016				False	0
001-004-517000	Library Program				MEMBER LIB PASSES 2				
	06302016 Total:	170.00							
	PITTOCK MANSION SOC	170.00							
TERRITORIAL SUPPLIES INC.									
033015									
12960	4/11/2016	71.90	0.00	07/08/2016				False	0
001-002-501000	Operating Materials & Supp				NK TEST				
	12960 Total:	71.90							
13051	6/21/2016	96.90	0.00	07/08/2016				False	0
001-002-501000	Operating Materials & Supp				NK TEST				
	13051 Total:	96.90							
	TERRITORIAL SUPPLIE	168.80							
TYPETHINK, LLC									
034599									
6681	7/1/2016	300.00	0.00	07/08/2016				False	0
012-102-554000	Contractual/consulting serv				WEBSTIE HOSTING 6/1-7/1				
	6681 Total:	300.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	TYPETHINK, LLC Total:	300.00							
VERIZON WIRELESS									
000720									
9767351496	6/20/2016	1,516.75	0.00	07/08/2016				False	0
001-002-458000	Telephone Expense				271826771-00001				
	9767351496 Total:	1,516.75 ✓							
9767400782	7/7/2016	35.71	0.00	07/08/2016				False	0
018-019-458000	Telecommunication Expense				871458396-0001				
9767400782	7/7/2016	51.72	0.00	07/08/2016				False	0
001-105-458000	Telephone expense				871458396-0001				
9767400782	7/7/2016	26.79	0.00	07/08/2016				False	0
018-020-458000	Telecommunication Expense				871458396-0001				
9767400782	7/7/2016	173.11	0.00	07/08/2016				False	0
017-417-458000	Telephone expense				871458396-0001				
9767400782	7/7/2016	40.01	0.00	07/08/2016				False	0
017-017-458000	Telephone Expense				871458396-0001				
9767400782	7/7/2016	433.04	0.00	07/08/2016				False	0
013-403-458000	Telecommunication expense				871458396-0001				
9767400782	7/7/2016	130.32	0.00	07/08/2016				False	0
013-402-458000	Telecommunication expense				871458396-0001				
9767400782	7/7/2016	26.78	0.00	07/08/2016				False	0
018-022-458000	Telecommunication expense				871458396-0001				
	9767400782 Total:	917.48 ✓							
	VERIZON WIRELESS To	2,434.23							
WALSH, JOHN									
035390									
JUNE 2016	6/21/2016	77.22	0.00	07/08/2016				False	0
012-101-490000	Professional development				CCET SCAPPOOSE / COL. PAC ASTORIA				
JUNE 2016	6/21/2016	129.81	0.00	07/08/2016				False	0
012-101-457000	Office supplies				OFFICE PAINT AND SUPPLIES / HOME DEPOT				

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

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JUNE 2016 Total: 207.03

WALSH, JOHN Total: 207.03 ✓

Report Total: 49,954.41

*MS* 7/7/16





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

## Exclusive Use Permit

Group/Organization Name St. Helens Womens Softball Phone 503-397-9588

Authorized Agent Name Colleen Palmer Phone 503-396-1272

Address 254 N. 10<sup>th</sup> St. City, State, Zip St. Helens, OR 97051

Mailing Address (if different) \_\_\_\_\_

Park/Field Campbell Park Fields 1 & 2

Activity Description Softball

Term (Dates) August 8, 2016 to September 30, 2016

Days/Hours of Use: Monday 5pm to Dusk except 9/5/16

Tuesday 5pm to Dusk 9/6/16 only

Wednesday 5pm to Dusk

Thursday \_\_\_\_\_

Friday \_\_\_\_\_

Saturday \_\_\_\_\_

Sunday \_\_\_\_\_



### AUTHORIZATION

Proof of Insurance Received  Yes  No

Commercial Use  Authorized  Not  Concessions Authorized

Parks Commission  Approved 6/20/16  Denied \_\_\_\_\_  
Meeting Date Meeting Date

City Council  Approved \_\_\_\_\_  Denied \_\_\_\_\_  
Meeting Date Meeting Date

Notes \_\_\_\_\_



Approved *Neal Sheppard*  
 Neal Sheppard, Public Works Supervisor

6/20/16  
 Date Signed

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

### Fee Schedule

Fee Type	Check All That Apply	Amount Due
Athletic Fields (not more than 2 weeks)	<input checked="" type="checkbox"/> \$10.00 per day x <u>2</u> fields x <u>16</u> days	\$320.00
Use of Field Lights (Add'l)	<input checked="" type="checkbox"/> \$10.00 per day x <u>2</u> fields x <u>16</u> days	\$320.00
<b>TOTAL AMOUNT DUE:</b>		<b>\$640.00</b>

Amount Paid \$ 640.00 Date Paid 6/14/16 Receipt No. 102518 Initials SLI



# City of St. Helens

# Exclusive Use Application

As per Ordinance Nos. 2003 and 2250 and all amending ordinances.



## Athletic Fields

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



### SECTION 1 Applicant Information

Group/Organization Name St. Helens Women's Softball Phone 503-397-9588  
 Authorized Agent Name Colleen Palmer Phone 503-396-1272  
 Address 254 N. 10th City, State, Zip St. Helens, OR 97051  
 Mailing Address (if different) \_\_\_\_\_

### SECTION 2 Permit Information

Park/Field Campbell PARK  
 Activity Description (i.e. softball, soccer, etc.) Softball  
 Dates 8-8-16 to 9-30-16  
 Days/Hours of Use:  
 Monday 5pm to Dusk not 9-5-16  
 Tuesday 5pm to Dusk 9-6-16 only  
 Wednesday 5pm to Dusk  
 Thursday \_\_\_\_\_  
 Friday \_\_\_\_\_  
 Saturday \_\_\_\_\_  
 Sunday \_\_\_\_\_  
 Do you intend to sell any merchandise or service?  No  Yes  
 If "yes", describe \_\_\_\_\_

**FOR OFFICE USE**

Application date 6-14-16

Insurance

Summary Report

Fee paid

Receipt # 102518

Calendar

Parks →  Council

**Approval dates**

Parks 6-20-16

Council \_\_\_\_\_

Permit issued \_\_\_\_\_

Will you require use of the concessions stand?  No  Yes  
 Other Comments/Information Misty Casey

### DECLARATION

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

Colleen E. Palmer 6/14/16  
 Signature of Authorized Agent Date signed

### FEE SCHEDULE

	ATHLETIC FIELDS = \$10 PER FIELD, PER DAY	USE OF FIELD LIGHTS, additional = \$10 PER FIELD, PER DAY	
Athletic Fields	<input checked="" type="checkbox"/> \$10.00 per day X <u>2</u> fields X <u>16</u> days =	<input checked="" type="checkbox"/> \$10.00 per day X <u>2</u> fields X <u>16</u> days =	\$ <u>320.00</u>
Use of field lights (add'l fee)	<input checked="" type="checkbox"/> \$10.00 per day X <u>2</u> fields X <u>16</u> days =		\$ <u>320.00</u>
<b>TOTAL AMOUNT DUE</b>			\$ <u>640.00</u>



## City of St. Helens

# Annual Summary Report

**Exclusive Use Permit Financial Activities for** 2016

Organization name Columbia County Competitive Sports Inc.

Authorized agent Misty Casey

Contact # 503-757-9987

Fields/Facilities used Concession at Campbell Park

Dates of usage 8-8-16 to 9-30-16

Concession Stand gross sales	\$
Concession Stand expenditures	
Concession Stand net receipts	
Permit Holder park improvement expenditures*	
Permit Holder maintenance activities expenditures**	1,000.00
Permit Holder use fees (City)	600.00
Permit Holder lighting fees	included
Other	

\*Permit Holder park improvements (please describe): field maintenance

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\*\*Permit Holder maintenance activities expenditures (please describe): \_\_\_\_\_

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TOTAL EXPENDITURES \$ \_\_\_\_\_

TOTAL INCOME \$ \_\_\_\_\_

TOTAL AMOUNT FORWARD TO NEXT SEASON \$ \_\_\_\_\_

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/31/2016

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

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

<b>PRODUCER</b> BOLLINGER, Inc 150 JFK PARKWAY, 4TH FLOOR PO Box 253 SHORT HILLS, NJ 07078 PHONE: 1-800-446-5311 FAX: 973-921-2876	<b>CONTACT NAME:</b> PHONE (A/C, No Ext): 800-446-5311		<b>FAX</b> (A/C, No.): 973-921-2876
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> Markel Insurance Company			35570
<b>INSURED</b> Amateur Softball Association and Members of Oregon ASA Indiv Reg Program Mike Wells 7412 SW Beaverton-Hillsdale Hwy Suite 112 Portland, OR 97225			
<b>INSURER B:</b>			
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

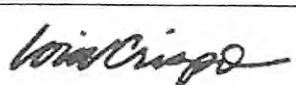
**COVERAGES**                                  **CERTIFICATE NUMBER:**                                  **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participants List	X		3602AH230069-15  *Non-participants only  Sexual Abuse & Molestation Lib per occurrence: \$2,000,000 Sexual Abuse & Molestation Aggregate limit: \$2,000,000	11/2016	11/2017	EACH OCCURRENCE \$2,000,000	
	GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000
								LIMIT EXP. (Any one person) \$10,000*
								PERSONAL & ADJ. INJURY \$2,000,000
							GENERAL AGGREGATE \$5,000,000	
							PRODUCTS - COMP/PROP AGG \$2,000,000	
							\$	
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Per accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$	
							AGGREGATE \$	
							\$	
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> * If Yes, describe under DESCRIPTION OF OPERATIONS BELOW		N/A					<input type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$	
OTHER								

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

COVERAGE UNDER THIS POLICY SHALL APPLY TO LIABILITY OF THE INSURED ARISING OUT OF THE ADMINISTRATION, PLAY OR PRACTICE OF AMATEUR SOFTBALL/BASEBALL, BUT ONLY FOR INCIDENTS INVOLVING BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. THIS CERTIFICATE IS ISSUED ON BEHALF OF: St. Helens Adult Slow Pitch Softball League  
 There is no Accident insurance coverage for participants under this Plan.

<b>CERTIFICATE HOLDER</b>  City of St. Helen's Risk Management PO Box 278 265 Strand Street St. Helen's, Oregon 97051	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.    AUTHORIZED REPRESENTATIVE
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**City of St. Helens**  
*Consent Agenda for Approval*

**CITY COUNCIL MINUTES**

Presented for approval on this 20<sup>th</sup> day of July, 2016 are the following Council minutes:

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2016

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- Work Session, Public Hearing and Regular Session Minutes dated June 1, 2016

**After Approval of Council Minutes:**

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

# City of St. Helens CITY COUNCIL

Work Session Minutes

June 1, 2016

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

**Staff Present:** John Walsh, City Administrator  
Jon Ellis, Finance Director  
Kathy Payne, City Recorder  
Margaret Jeffries, Library Director  
Terry Moss, Police Chief  
Neal Sheppard, Public Works Operations Director  
Sue Nelson, Public Works Engineering Director  
Jacob Graichen, City Planner  
Jenny Dimsho, Assistant Planner  
Anya Moucha, Mainstreet Program Coordinator

**Others:** Chuck Daughtry Marsha Caton Sally McLaughlin  
Nicole Thill Al Petersen

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

## **Visitor Comments**

No visitor comments.

## **Semi-Annual Report from Columbia County Economic Team**

CCET Executive Director Chuck Daughtry was in attendance to give a report.

- Cascades Tissue
  - Adding a state of the art paper converting facility.
  - Purchased a 50-acre parcel next to the Scappoose Industrial Airpark.
  - Plan to invest \$63 million into phase one and phase two developments. Some of that money will be invested in the St. Helens facility.
  - There will be two buildings, totaling 600,000 sq. ft.
  - The paper rolls will be manufactured at the St. Helens plants and be converted into consumer products at the Scappoose plant.
  - The investment will create 70 new jobs and preserve 96 jobs at the St. Helens plant.
  - The efforts of Senator Betsy Johnson and County Commissioner Tony Hyde were instrumental in helping close this complicated and competitive deal. There were other sites being looked at.
  - It is scheduled for Site Development Review with the Scappoose Planning Commission on June 16.
  - Construction is expected to begin in July this year.
- Oregon Manufacturing Innovation Center (OMIC)



- The list of stakeholders is impressive.
  - Portland Community College (PCC)
  - Oregon Institute of Technology (OIT)
  - Portland State University (PSU)
  - Oregon State University (OSU)
  - Boeing
  - University of Sheffield, England
  - Business Oregon
  - CCET
  - COLPAC
  - City of Scappoose
  - Greater Portland, Inc.
- Project one – Research and Development Facility (R&D)
  - OMIC has earnest money deposit on a 35,000 sq. ft. building owned by John Jersey. The building is located at the Scappoose Sand & Gravel site. It was built in 2008.
  - Purchased for \$4.2 million. \$2.5 million came from the State and \$1.7 million from OIT.
  - OIT will be the landlord and will lease space to PSU and OSU. They will provide R&D staff, which will be graduate students and doctoral candidates in Engineering.
- Will enter into contracts with Boeing and others to perform applied research.
  - Boeing has 25 years of fixed price contracts in place. If you ordered a plane today, Boeing wouldn't begin to manufacture it for 15 years.
- They hope to close the sale in early September. There are conditions to be met.
- They need to secure more members to join OMIC.
- Training Facility
  - PCC is in negotiations with Joe Weston to purchase a 20 acre parcel with the option of an additional 20 acre parcel east of Scappoose Industrial Airpark.
  - The facility will center around applied research apprenticeship program.
  - Estimate 120 pre-engineering students will cycle through the three-year program.
  - PCC proposes to construct a 25,000 sq. ft. campus beginning in 2017.
  - Funding includes \$9 million from existing bond proceeds and \$5 million in legislative appropriations.
- McNulty Creek Industrial Park
  - Listed as a top priority for pre-certification.
  - Port has budgeted funds for new buildings.
- Port of St. Helens has invested in properties on:
  - Railroad Avenue
  - Milton Creek
  - Multnomah building
- Keep it Local Columbia County Campaign [www.keepitlocalcc.com](http://www.keepitlocalcc.com)
  - Hired Natasha Parvey to direct program.
  - Received \$15,000 federal grant.
  - Have an active business directory on website.
- NW Innovation Works
  - Project for methanol facility at Port Westward is still active.
  - Port of Tacoma has withdrawn their interest. Kalama is moving ahead.
  - Working with PGE on an airshed study. The results will dictate whether or not PGE will release additional land to allow this project.



- Working with Custom Metal Fab to relocate.
- Photosolutions project is moving ahead.
- The CCET meeting will be June 21 at the John Jersey building.

City Recorder Payne asked if there are plans to alleviate traffic in Scappoose once OMIC is operating. Chuck said the City is beginning to look at alternative routes and intersection upgrades. They are looking at a potential \$3 million EDA grant to work on Crown Zellerbach Road improvements. There is about a mile of new road that needs to be built south of the airport that would connect the training facility back to West Lane.

Council President Morten is happy to hear that the Port is moving forward with industrial space investments. Chuck agreed.

### **Annual Report from Parks Commission**

Postponed to a later meeting.

### **Annual Report from Planning Commission/Historic Landmarks Commission**

City Planner Jacob Graichen was in attendance to give the Commission's report. A copy is included in the archive packet for this meeting.

Planning Commissioner Al Petersen was in attendance to report to the Council as well. The Council reversed one of their decisions related to marijuana grow operations. The Planning Commission felt they based their decision on the Comprehensive Plan. The Commission would like the Council to provide clarification on the rules since they reversed the decision. He has spoken with SHEDCO and retired long-time business owners who also have concerns about marijuana related businesses. Some of those concerns are:

- The role of a Mainstreet is to provide retail, shopping, entertainment and businesses that are family friendly. If you have a business on Mainstreet that cannot have anything on the windows and could potentially be marijuana related, it does not create a friendly shopping environment.
- Some of these marijuana facilities are moving into the area because our commercial rental prices are low. They are moving out here because we are cheap and since we don't have any rules, they can put them where they want.

Al has a Certificate of Historic Preservation in his Architectural Degree. He conducted a summer project during school documenting a historic home in Texas just before it was cut into three pieces and moved to a ranch outside of town. The National Parks Service has a program to document historic buildings. Before the building is demolished or moved, they document it with architectural drawings. It becomes part of our architectural history at the national archives. The demolition rules for our historic district are very lax. The rules basically say the property will allow the historic museum to come and document. However, that organization barely has enough money to function. He proposes adding language that historic buildings be documented prior to destruction or significant remodeling. He explained the documentation process. It would cost approximately \$1,000 to have it done by a professional.

Al also talked about the need for streetscape and landscape improvements when building improvements are made. Portland requires 10% of the improvement cost be put into outside improvements. He would like St. Helens to consider adding a requirement similar to that.

Al was glad to see Chuck here today. He is happy to see OIT and the universities involvement. The traffic issue can be resolved. Traffic will actually be traveling in the opposite directions from what it is now.

### **Annual Report from Library Board**

Board member Marsha Caton was in attendance to give the Board's report, a copy of which is included in the archive packet for this meeting.

- Development Planning Workshop
  - Board members and some of the Library staff attended a conference hosted by the Oregon Library Association.
  - It helped develop priorities.
- Strategic Planning
  - What does the community want from the Library?
  - Resources.
  - Vision.
  - Long-range planning.
  - Encourage public support and use.
  - Waiting for a technical assistance grant.
  - Selected a consultant.
  - Listing community stakeholders.
- Standards Review
  - Strengths
    - Staff
    - Services and programs
    - Facilities
    - Technology
    - Materials and Collections
  - Weaknesses
    - Assessment/Planning
    - Diversity and Community Engagement
    - Staff Development – lack of time and budget.
- Other
  - Filled six board positions this year.
  - Reviewed Library Board bylaws.
  - Assisted with Youth Librarian interviews and selection.
  - Researching the Oregon Library Passport program.

### **Annual Report from CAT for CDBG Revolving Loan Fund Program**

Sally McLaughlin from Community Action Team (CAT) was in attendance to give a report on the Community Development Block Grant (CDBG) Revolving Loan Fund Program. The City of St. Helens revolving funds continue to be used for rehab projects. There are at least 30 loans outstanding. Sally talked about a family they were able to help repair sanitary facilities after not having a working bathroom for over two years.

The County received new CDBG money in the amount of \$300,000. It is in the review stage now and they expect to begin spending it in September or October. The funds will be shared between Columbia, Clatsop and Tillamook counties. The money will be given as grants, rather than loans. They are hoping to award no more than \$7,500 for each property. There will be a matching program with CAT's weatherization program that will stretch CDBG funds.

June is home ownership month. Beginning in 2010, they have offered mortgage payment assistance programs. This year it begins August 3. If qualified, applicants will have 12 months of their mortgage payment paid up to \$20,000. Applicants have to show that they have lost at least 10% of their income.



The Self Help Acquisition Rehabilitation Program (SHARP) continues. It will be ending in November. It is for low to very low income families to provide home ownership. Unfortunately, the market is really hurting the program right now. It's truly a sellers' market.

CAT is venturing into foreclosed properties. They are in negotiations on their first one. They are USDA abandoned foreclosures that will be repaired and transitioned into VA transitional housing and homeless transitional housing.

### **Deliberations on Sewer Lateral Abatement Protests**

Public Works Engineering Director Nelson reviewed her memo and attachments. A copy is included in the archive meeting packet.

475 S. 14<sup>th</sup> Street was foreclosed and vacant. The City capped the line, not knowing how long it would remain vacant to protect our system. There were concerns from the Council that the buyer would not have known there was a \$2,400 fee owed when it was purchased. Mayor Peterson thinks capping the system should be covered by the City.

**Motion:** Upon Carlson's motion and Locke's second, the Council unanimously waived the fee for 475 S. 14<sup>th</sup> Street based on the timing issue.

The owner of 135 N. 4<sup>th</sup> Street owes \$2,520. That is less than what the City invested in time, materials and the contractor. The owner was informed that he could review the bill but he never came to City Hall to do so.

**Motion:** Upon Conn's motion and Morten's second, the Council unanimously denied the protest on 135 N. 4<sup>th</sup> Street.

### **Review Resolution to Scrap Metal on Boise Property**

City Administrator Walsh said that there is a resolution on tonight's agenda to declare scrap metal on the Boise property surplus. Surplus funds go to the General Fund. They will work with Cascades to make sure it does not interfere with them.

### **Review Proposal for Columbia View Park Gazebo Replacement**

City Administrator Walsh explained that this proposal folds into the Area-Wide Planning Grant process. Walker|Macy's proposal keeps in mind future development of the property. A copy is included in the archive meeting packet for this meeting. Council President Morten suggests a portable stage that could be moved based on the event.

Approval of the contract with Walker|Macy is on tonight's regular session agenda.

### **Request to Hire 0.5 FTE Part-time Building Inspector**

City Administrator Walsh reported that a 0.5 FTE Building inspector is included in next years' budget. The Building Department is now providing plan review and inspection services for Columbia City and some services for Columbia County as well. He is requesting to hire the part-time Building Inspector prior to July 1.

The Council was in concurrence to hire a 0.5 FTE part-time Building Inspector prior to July 1.

### **Department Reports**

**Police Chief Moss** reported...

- Police Officer interviews will be conducted on Monday.
- Tonight's agenda includes a Memorandum of Understanding for Columbia Enforcement

Narcotics Team (CENT). CENT was formed over 25 years ago between all the law enforcement agencies in the County. The team will branch out into other areas of crime enforcement, in addition to drug enforcement.

- There has been a lot of feedback from the community about the ongoing homelessness issue and vagrancy issues in our downtown area. He has been in conversations with City Planner Jacob Graichen about City codes and what can be enforced. Moss is requesting help to redefine or draft codes that will make it easier to deal with these issues. He would like to discuss this further, after some research has been done, at a future work session meeting. Council President Morten completely agrees.

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

- Nothing to report.

**Public Works Operations Director Sheppard** reported...

- Nothing to report.

**Library Director Jeffries** reported...

- Next Tuesday, June 7, at 7pm in the auditorium, the Library is hosting New York Times bestselling author, Ruth Wariner. Her book, *The Sound of Gravel*, recounts her childhood growing up in Mexico and California as the 39<sup>th</sup> child in a polygamist family of 43 children. She eventually escaped at the age of 15 and went on to get her GED, her undergrad and graduate degrees. Today, she is a school teacher in Portland.
- The Library is hosting another babysitting class just before school is out for the summer. It's good timing because many of them are wanting to babysit through the summer.
- The summer reading program begins Monday, June 20.

**Finance Director Ellis** reported...

- The Budget public hearing is tonight at 6:30 p.m.

**City Recorder Payne** reported...

- Back in July 2013, the City implemented a Short Term Disability Policy but the Council never officially adopted the policy. A resolution is on tonight's agenda for official adoption.
- A street closure request will be added to tonight's agenda for the Kiwanis Community parade and carnival.
- Gazette articles are due Friday.
- The Council normally cancels the first meeting in July and August. Do they want to do that again? Council concurred.

**City Administrator Walsh** reported...

- Today is day one of the Kickstarter campaign for the Gateway Sculpture Phase II. The first 10 days is very important. He encourages support of the project.
- He visited the McCormick Park bridge. It will be nice.
- There are taxation issues with the Boise White Paper property. They are working on paperwork now and should be ready to separate the tax lots soon.
- There will be a second open house for the Area-Wide Planning Grant in July.
- He received a request of support from Wings and Wheels. He does not believe it is time-sensitive.

## **Council Reports**

**Mayor Peterson** reported...

- Nothing to report.

**Councilor Conn** reported...

- Donate to the Kickstarter at [www.salmontreecycle.com](http://www.salmontreecycle.com).
- There is a free emergency preparedness fair on Saturday, 10 a.m. – 2 p.m., at Columbia River Foursquare.
- This Thursday is the first night of 13 Nights on the River Concert Series and Hit Machine will be performing.
- She has received a couple of complaints from merchants on code enforcement issues. One is a car that is always parked in the same location and another is a new tenant living in a commercial building.

**Council President Morten** reported...

- Thanked Anya Moucha and Tina Curry for being on City Talk last Friday. Tina talked about upcoming 4<sup>th</sup> of July events. It will be a fun day!
- He went to Sand Island on Memorial day. There was no trash anywhere and the cans were relatively empty. People are getting the idea of packing it out.

**Councilor Carlson** reported...

- Thanks to Chief Moss and the Rotary Club for the swing set at Campbell Park. Lots of kids are enjoying it.
- Thanks to Judy Thompson for all of her work and diligence on the planters around town. Council President Morten acknowledged other people who have taken on planting and maintaining in other areas and parks. He would like to show appreciation by posting an "Adopted by..." sign.
- She would like to have City stationary to write thank you notes to people making a difference in the community.

**Councilor Locke** reported...

- The Youth Council will be running the cotton candy booth for 13 Nights during the month of June. They will also be taking care of the cans and garbage during 13 Nights for the whole summer.

Mayor Peterson suggested the Council consider a resolution acknowledging Ed Lokken's work towards 4<sup>th</sup> of July for 20-25 years. He directed City Recorder Payne to work with Diane Dillard on the wording.

**Executive Session**

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

**Motion:** At 3:15 p.m., upon Locke's motion and Morten's second, the Council unanimously voted to move into executive session under ORS 192.660(2)(e) Real Property Transactions.

**Motion:** At 3:36 p.m., upon completion of the executive session, Morten moved to go back into work session, seconded by Conn, and unanimously approved.

**Other Business**

Mayor Peterson reminded everyone that there is a public hearing tonight at 6:30 p.m.



There being no further business, the meeting was adjourned at 3:37 p.m.



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Randy Peterson, Mayor

**DRAFT**

# City of St. Helens CITY COUNCIL

Public Hearing Minutes

June 1, 2016

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

**Staff Present:** John Walsh, City Administrator  
Jon Ellis, Finance Director  
Kathy Payne, City Recorder  
Margaret Jeffries, Library Director  
Terry Moss, Police Chief  
Neal Sheppard, Public Works Operations Director  
Sue Nelson, Public Works Engineering Director

**Others:** Don Patterson Mike Funderberg

◆

**Public Hearing**  
**FY2016-17 State Revenue Sharing and Budget Adoption**

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

**Staff Report**

Finance Director Ellis presented a PowerPoint presentation, a copy of which is available in the archive packet for this meeting.

**Public Comments – State Revenue Sharing**  
No comments received.

**Public Comments – FY2016-17 Budget**  
No comments received.

**Close Public Hearing – 6:50 p.m.**

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

◆

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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

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



# City of St. Helens CITY COUNCIL

Regular Session Minutes

June 1, 2016

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

**Staff Present:** John Walsh, City Administrator  
Jon Ellis, Finance Director  
Kathy Payne, City Recorder  
Margaret Jeffries, Library Director  
Terry Moss, Police Chief  
Neal Sheppard, Public Works Operations Director  
Sue Nelson, Public Works Engineering Director

**Others:** Dean Adams Don Patterson Nicole Thill  
Christie Lukes Ty Rose Deborah Rose

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

**Pledge of Allegiance – Mayor Peterson**

**Invitation to Citizens for Public Comment**

♦Dean Adams. He lives across the street from the park on S. 15<sup>th</sup> Street. There is a speeding problem on that street. His neighbor's trailer was hit on Sunday night. The skid marks were over 100 feet long. He has personally been rear-ended there as well. He proposes posting STOP signs at the cross streets. Something has to be done.

Mayor Peterson directed Public Working Engineering Nelson and Police Chief Moss to look into it.

♦Christie Lukes. She is Dean's neighbor. Speeding has been an issue there for a very long time. They have lost one dog and her daughter was almost hit by a car when she was three. She's always thought that two really good speed bumps and a blinking light that warns drivers children are at play would help. Just this afternoon, there were 10 kids playing at the park and crossing the street. People drive excessively fast on that street and you cannot see pedestrians crossing.

Dean added that a motorcycle was speeding up and down the street repeatedly the other night.

**Ordinances – Final Readings**

A. **Ordinance No. 3206:** An Ordinance Amending St. Helens Municipal Ordinance No. 3149 to Remove the "Sunset Clause" on the McCormick Park Pet Off-Leash Area (and thus making the off-leash area permanent) by Deleting Section 4 of Said Ordinance

Mayor Peterson read Ordinance No. 3206 by title for the final time. **Motion:** Upon Morten's



motion and Conn's second, the Council unanimously adopted Ordinance No. 3206. [Ayes: Locke, Carlson, Conn, Morten and Peterson; Nays: None]

### **Resolutions**

A. **Resolution No. 1745:** A Resolution Adopting a City of St. Helens Short Term Disability Policy

Mayor Peterson read Resolution No. 1745 by title. **Motion:** Upon Conn's motion and Locke's second, the Council unanimously adopted Resolution No. 1745. [Ayes: Locke, Carlson, Conn, Morten and Peterson; Nays: None]

B. **Resolution No. 1746:** A Resolution of the City of St. Helens, Declaring Certain City Owned Property at 1300 Kaster Road Surplus and Designating a Soliciting Agent

Mayor Peterson read Resolution No. 1746 by title. **Motion:** Upon Morten's motion and Carlson's second, the Council unanimously adopted Resolution No. 1746. [Ayes: Locke, Carlson, Conn, Morten and Peterson; Nays: None]

### **Deliberations**

#### **FY2016-17 State Revenue Sharing and Budget Adoption**

There were no changes by the Council.

### **Approve and/or Authorize for Signature**

A. Interagency Agreement Addendum Memorandum of Understanding for Columbia Enforcement Narcotics Team (CENT)

B. Agreement with Walker|Macy for Columbia View Park Gazebo Replacement Concept Design

C. Agreement with Maul Foster Alongi for Central Waterfront Redevelopment Planning

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

### **Appointments to City Boards/Commissions**

**Motion:** Upon Conn's motion and Morten's second, the Council unanimously appointed Melissa Gaelrun-Maggi to the Library Board.

### **Consent Agenda for Acceptance**

A. Accounts Payable Bill List

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

### **Consent Agenda for Approval**

A. OLCC Licenses

B. Council Work Session and Regular Session Minutes dated May 18, 2016

C. Accounts Payable Bill List

D. Street Closure Request – Kiwanis Parade & Carnival – June 16-18, 2016.

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

### **Council Reports**

**Mayor Peterson** reported...

- Nothing to report.

**Councilor Conn** reported...

- Nothing to report.

**Council President Morten** reported...

- Appreciates Mr. Adams coming in to talk about the speeding on S. 15<sup>th</sup> Street. Safety is a big concern.

**Councilor Carlson** reported...

- She attended a school board meeting last week. It was a pleasure to see almost 50 kids attend and support a teacher. They were respectful in their presentation. The superintendent talked about partnerships with the Police Department and how pleased he was with the resource officer negotiation and the teamwork.

**Councilor Locke** reported...

- 13 Nights on the River concert series begins tomorrow.

**Department Reports**

**Police Chief Moss** reported...

- He appreciates Mr. Adams coming to the meeting but wishes he would have stayed to hear what is said. Right now, there is not a single officer in St. Helens on patrol. They are working on follow-up and reports. Unless, there is a 911 call they will continue doing paperwork. We would like to be able to do traffic enforcement but they don't have enough staff. It is discretionary. They are receiving multiple reports about speeding issues.

Council President Morten asked if he recommends a stop sign at the top. Moss deferred to Public Works Engineering Director Nelson for a response. Nelson explained that certain criteria do have to be met in order to install a stop sign. They would need to study that area to determine the need.

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

- Nothing to report.

**Public Works Operations Director Sheppard** reported...

- Nothing to report.

**Library Director Jeffries** reported...

- Don't forget to log on and look at the Kickstarter campaign.

**Finance Director Ellis** reported...

- The City is currently recruiting for Utility Billing Specialist. They may need to extend the term-limited position for another month. There were no objections from Council.

**City Recorder Payne** reported...

- Nothing to report.

**City Administrator Walsh** reported...

- On the first day of the Kickstarter campaign there are already eight backers and \$1,255.

**Invitation to Citizens for Public Comment**

♦Ty Rose. He's a neighbor of Doug Morten. He has a complaint about him and Ms. Dias. Ty and his wife like St. Helens. This is the second home they have owned here. They take a lot of pride in their yard and sometimes spend 6-7 hours a day working on it. He has had multiple problems with neighbors while working in his front yard. One neighbor told him his house was ugly and another told him that was not all of his property. He will be having a survey done in



July to find out where the property lines are for sure. Mr. Morten stopped by his house today and said that Ms. Dias is asking what they are doing putting rocks on the road. Well, the rocks are not in the road but on their property. Ms. Dias drives like a maniac on the road and almost had a collision. Ty has a beef with Mr. Morten. The bushes on City property are impeding vision clearance. Mr. Morten told him they would need to write a letter to the City. It's ridiculous that he's choosing who to help in the neighborhood and who not to. Ty is trying to speak respectfully but is upset. He cares about this community.

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



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Randy Peterson, Mayor

DRAFT

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 06/17/2016 - 10:15AM  
 Batch: 00010.06.2016 - AP 6/17/16 FY 15-16 OVER 10K



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
MAUL FOSTER ALONGI, INC. 019555									
25856	6/8/2016	12,928.47	0.00	06/17/2016				False	0
009-209-554100	Environmental review				PROJECT 0830.04.02 AREA WIDE PLANNING WATERF				
	25856 Total:	12,928.47							
	MAUL FOSTER ALONGI	12,928.47							
	Report Total:	12,928.47							

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 06/24/2016 - 10:10AM  
 Batch: 00014.06.2016 - AP 6/24/16 OVER 10K FY 15-16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Boise White Paper, LLC									
003720									
JUNE 20 2016	6/20/2016	12,500.00	0.00	06/24/2016				False	0
009-209-563000 Debt service - Principal				JULY 2016 NOTE PAYMENT					
JUNE 20 2016 Total:		12,500.00							
Boise White Paper, LLC To		12,500.00							
Report Total:		12,500.00							

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 06/30/2016 - 10:13AM  
 Batch: 00020.06.2016 - AP 6/30/16 OVER 10K FY 15-16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
COMMUNITY ACTION TEAM, INC., ATTN: SALLY MCLAUGHLIN									
008603									
JUNE 2016	6/30/2016	13,831.00	0.00	06/30/2016				False	0
033-033-550000	C.A.T. Distribution				CAT LOAN FOR NANCY HARWOOD 141 ALLENDALE				
	JUNE 2016 Total:	13,831.00							
	COMMUNITY ACTION T	13,831.00							
	Report Total:	13,831.00							



# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 06/30/2016 - 1:48PM  
 Batch: 00020.06.2016 - AP 6/30/16 OVER 10K FY 15-16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
COMMUNITY ACTION TEAM, INC., ATTN: SALLY MCLAUGHLIN									
008603									
JUNE 2016	6/30/2016	13,831.00	0.00	06/30/2016				False	0
033-033-550000 C.A.T. Distribution				CAT LOAN FOR NANCY HARWOOD 141 ALLENDALE					
	JUNE 2016 Total:	13,831.00							
	COMMUNITY ACTION T	13,831.00							
TAIT NORTH AMERICA INC DEPT 2408									
033111									
50144418	6/27/2016	24,974.89	0.00	06/30/2016				False	0
010-305-653558 Police Radios				POLICE RADIO REPLACEMENT B50-02619					
	50144418 Total:	24,974.89							
	TAIT NORTH AMERICA	24,974.89							
	Report Total:	38,805.89							

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 06/30/2016 - 10:13AM  
 Batch: 00020.06.2016 - AP 6/30/16 OVER 10K FY 15-16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
COMMUNITY ACTION TEAM, INC., ATTN: SALLY MCLAUGHLIN									
008603									
JUNE 2016	6/30/2016	13,831.00	0.00	06/30/2016				False	0
033-033-550000 C.A.T. Distribution					CAT LOAN FOR NANCY HARWOOD 141 ALLENDALE				
	JUNE 2016 Total:	13,831.00							
	COMMUNITY ACTION T	13,831.00							
	Report Total:	13,831.00							

# Accounts Payable To Be Paid Proof List

User: jenniferj  
 Printed: 07/07/2016 - 1:57PM  
 Batch: 00004.07.2016 - AP 7/08/16 OVER 10K FY 16-17



Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
ACCELA, INC. #774375 000496	6/14/2016	1,712.55	0.00	07/08/2016				False	0
INV33336 001-110-500000 Information services	6/14/2016	4,525.04	0.00	07/08/2016	ANNUAL MAINTENANCE 7/1-6/30 2017			False	0
INV33336 001-105-500000 Information services	6/14/2016	10,265.97	0.00	07/08/2016	ANNUAL MAINTENANCE 7/1-6/30 2017			False	0
INV33336 012-106-500000 Information services	6/14/2016	6,550.17	0.00	07/08/2016	ANNUAL MAINTENANCE 7/1-6/30 2017			False	0
INV33336 012-106-500000 Information services	6/14/2016	6,550.17	0.00	07/08/2016	ANNUAL MAINTENANCE 7/1-6/30 2017			False	0
INV33336 Total:		23,053.73							
ACCELA, INC. #774375 T		23,053.73 ✓							
CIS TRUST 011090	6/28/2016	43,000.00	0.00	07/08/2016				False	0
STH-12016-00 001-002-455000 Insurance	6/28/2016	11,230.00	0.00	07/08/2016	PROPERTY LIABILITY 2016-2017 RENEWAL			False	0
STH-12016-00 001-004-455000 Insurance	6/28/2016	3,290.00	0.00	07/08/2016	PROPERTY LIABILITY 2016-2017 RENEWAL			False	0
STH-12016-00 004-411-455000 Insurance	6/28/2016	8,550.00	0.00	07/08/2016	PROPERTY LIABILITY 2016-2017 RENEWAL			False	0
STH-12016-00 012-102-455000 Insurance	6/28/2016	10,370.00	0.00	07/08/2016	PROPERTY LIABILITY 2016-2017 RENEWAL			False	0
STH-12016-00 012-107-455000 Insurance	6/28/2016	96,650.00	0.00	07/08/2016	PROPERTY LIABILITY 2016-2017 RENEWAL			False	0
STH-12016-00 013-403-455000 Insurance	6/28/2016	96,650.00	0.00	07/08/2016	PROPERTY LIABILITY 2016-2017 RENEWAL			False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
STH-12016-00 015-015-455000 Insurance	6/28/2016	3,840.00	0.00	07/08/2016 PROPERTY LIABILITY 2016-2017 RENEWAL				False	0
STH-12016-00 017-017-455000 Insurance	6/28/2016	46,760.00	0.00	07/08/2016 PROPERTY LIABILITY 2016-2017 RENEWAL				False	0
STH-12016-00 018-019-455000 Insurance	6/28/2016	32,010.00	0.00	07/08/2016 PROPERTY LIABILITY 2016-2017 RENEWAL				False	0
STH-12016-00 018-020-455000 Insurance	6/28/2016	31,980.00	0.00	07/08/2016 PROPERTY LIABILITY 2016-2017 RENEWAL				False	0
STH-12016-00 012-101-455000 Insurance	6/28/2016	4,250.00	0.00	07/08/2016 PROPERTY LIABILITY 2016-2017 RENEWAL				False	0
STH-12016-00 004-410-455000 Insurance	6/28/2016	9,796.48	0.00	07/08/2016 PROPERTY LIABILITY 2016-2017 RENEWAL				False	0
STH-12016-00 Total:		<u>301,726.48</u> ✓							
CIS TRUST Total:		<u>301,726.48</u>							
Report Total:		<u><u>324,780.21</u></u>							

*MB* 7/7/16