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CITY COUNCIL JANUARY 20, 2015 **AGENDA**
REGULAR MEETING 7:00 PM
City Hall , 1001 Bridge St. Vernonia OR 97064

Vision Statement
Vernonia will continue to build a secure and diverse economic foundation while maintaining its historic atmosphere and undying sense of community through the values of: Pride – Integrity – Respect

Mission Statement
The City of Vernonia pledges to be an ethical and responsive government using community collaboration to foster leadership and a vision for civic improvement while providing a safe, peaceful, economically viable community.

Work Session 6:30 pm -- Mayor, Councilor, and City Administrator Roles

1. **Call to Order and Pledge of Allegiance** – Mayor Josette Mitchell

2. **Additions or Removal of Agenda Items**

3. **Mayor Report**
   A. Appoint Budget Officer

4. **Councilor Committee Meeting Reports**

5. **Topics from the Floor/Audience Participation**
   Persons addressing the Council must state their name for the record. All remarks shall be directed to the entire City Council. The Council reserves the right to delay any action requested until they are fully informed on the matter.

6. **Consent Agenda for Acceptance**
   The Consent Agenda is a policy of the governing body to approve, in one motion, routine and/or noncontroversial items, which can be determined prior to the meeting.
   A. Vernonia Library Minutes – December 2, 2014

7. **Consent Agenda for Approval**
   A. City Council Minutes January 5, 2015

8. **Unfinished Business**
   A. Water Bill Outstanding Balance – 1542 Bridge Street
   B. Vernonia Community Learning Center Lease to Seniors
   C. IGA Spencer Park: City of Vernonia & Vernonia School District 47J
   D. Library Computers

9. **New Business**
   A. RFP for Architectural Services -- New Spencer Park
   B. Proposed Budget Calendar Fiscal Year 2015-2016
   C. OLCC License Renewals

   No recorded OLCC violations were indicated at the listed locations for the previous year by the Vernonia Police Department

   Recommendation Process No. 3: Take no action. After March 4, 2015 the OLCC will process the renewal applications as if you made a favorable recommendation.

10. Business from Departments

A. Police Department – Chief Michael Conner

B. City Administrator – GianPaolo Mammone

a) Weekly Departmental Updates 1-9-15

11. Ordinances/Resolutions

A. Ordinance 900 An Ordinance amending Ordinance 745 An Ordinance Controlling Vehicular and Pedestrian Traffic; providing Penalties

12. Correspondence

A. Work Session Training Monday, February 2, 2015 6:30 pm Tom BeLusko, WSC Insurance

13. Items from Mayor, Councilors, City Administrator and City Planner

14. Recess to Executive Session as per ORS 196.660(2)

The City Council will now meet in Executive Session for the purpose of (h) Legal Counsel

The executive session is held pursuant to ORS 192.660 (2), which allows the Council to meet in executive session for the purpose stated.

Representatives of the news media and designated staff are allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room. *Council may choose to allow other specified persons to attend.*

"A member of the news media or designee may not disclose any information from executive session, may not tape record, digitally record, and/ or video record any information to decrease the likelihood that information discussed in the executive session will be inadvertently disclosed."

15. Return to Open Session for Final Action

Adjournment

AMERICANS WITH DISABILITIES ACT NOTICE

Please contact the City Recorder, Vernonia City Hall, 1001 Bridge Street, Vernonia, OR 97064 (Phone No. 503-429-5291) at least 48 hours prior to the scheduled meeting time if you need an accommodation. TCC users please call Oregon Telecommunications Relay Service at 1-800-735-2900.

CITY OF VERNONIA CITY COUNCIL
AGENDA ITEM SUMMARY

APPOINT BUDGET OFFICER
Fiscal Year 2015-2016

Meeting Date: January 20, 2015
Department: Administration
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Agenda Section: Mayor Report
Staff: City Recorder
Phone: 503-429-5291

Summary: Each year, as part of the budget process, a Budget Officer must be appointed by the City Council.

Background/Problem Discussion: The State of Oregon Revised Statutes (ORS 294.331) requires each local government to have a budget officer, either appointed by the governing body or by charter. The Charter does not address the budget officer. Ordinance 854, City Administrator Ordinance, requires the City Administrator to prepare and administer the annual city budget.

Previous Council Action: City Council has appointed the City Administrator as the budget officer for the City.

Staff Recommendation: Staff recommends City Council approve this appointment of the City Administrator, GianPaolo Mammone as the budget officer for Fiscal Year 2015--2016.

Suggested Motion
"I move that the Vernonia City Council appoint City Administrator, GianPaolo Mammone as the Budget Officer for the City of Vernonia Budget Fiscal Year 2015-2016."

Vernonia Library Board

Meeting Minutes for

Tuesday, December 2, 2014
701 Weed Ave
Vernonia, OR 97064

I. Regular meeting was called to order at 10:03 a.m. by Janelle Cedergreen.

II. Board members Neil Lloyd, Nancy Burch, Lynn Fulgham, Audeen Wagner, and Janelle Cedergreen were present. Grant Williams was not present. Donna Webb, City Council Liaison was not present. Barbara Ward Secretary was present.

III. Nancy Burch made the motion to approve the agenda; Neil Lloyd seconded. Approved.

IV. Minutes of November 4, 2014 library board meeting were approved; with a correction regarding the historical information file. Nancy Burch made the motion with Neil Lloyd seconding. Approved.

V. There were no public comments

VI. Old Business
A. No old business was discuss.

VII. New Business
A. Reviewed current budget to date. No questions or concerns at this time.
B. New library board chair was elected. A motion was made by Nancy Burch and seconded by Neil Lloyd to have Janelle Cedergreen be the chairperson. Approved. A motion was made by Nancy Burch and seconded by Neil Lloyd to have Grant Williams as vice chair. Approved.

VIII. Director's Report
A. Adopt – A – Book event for December was discuss.
B. Friends of the Library book sale for December was discuss.

IX. Reports/Recommendations to City Administrator or City Council
None

X. Neill Lloyd made the motion to adjourn the meeting; Nancy Burch seconded the motion. Motion passed. The December 2, 2014 library board meeting adjourned at 10:30 a.m.

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CITY COUNCIL JANUARY 5, 2015 **MINUTES**
REGULAR MEETING – 7:00 PM
City Hall, 1001 Bridge Street, Vernonia OR 97064

Councilors Present: Mayor, Josette Mitchell; Councilors: Kim Tierney, Randy Parrow, Jill Hult and Mike Seager
Staff Present: Chief Michael Conner; Gian Paolo Mammone, City Administrator; City Recorder, Joann Glass
Press: Vernonia's Voice, Scott Laird

___ Josette Mitchell ___ Kim Tierney ___ Randy Parrow ___ Jill Hult ___ Mike Seager

1. Call to order and Pledge of Allegiance: President Randy Parrow called the meeting to order at 7:00 pm

Oath of Office for: Josette M. Mitchell, Mayor
Jill Hult, City Councilor
Mike Seager, City Councilor

City Recorder administered the Oath of Office to Josette M. Mitchell, Jill Hult and Mike Seager.

2. Additions or Removal of Agenda Items

Councilor Parrow moved, "To accept the agenda as presented." Councilor Tierney seconded the motion. Motion carried.

Appoint City Council President for 2015

Councilor Tierney nominated Councilor Parrow as President for 2015. Councilor Hult made a motion, "That Councilor Parrow serve as President of the City Council for 2015" Councilor Seager seconded the motion. Motion carried.

Council Committee Liaisons for 2015

Councilor Parrow – Parks Committee and Library Board
Councilor Hult -- Airport Committee
Councilor Seager -- Public Works Committee
Mayor Mitchell -- Cemetery Committee
Councilor Tierney – Emergency Preparedness Committee

3. Mayor Report

A. Recommendation from Public Works Committee
Re: WWTF Resident inspector recommendation

Council consensus was to not accept the recommendation from the Public Works Committee for a Resident Inspector. USDA requires a Sight Inspector must be an Engineer for the project. Public Works may appoint a committee member to review or sit in on meetings during the project and work with the City Administrator.

Councilor Tierney asked that this Committee member not interfere with the progress of the project.

B. Recommendation for Brittanie Roberts to Parks Committee

Mayor Mitchell, with Council consensus, appointed Brittanie Roberts to the Parks Committee.

4. Councilor Committee Meeting Reports

Mayor Mitchell will be meeting next week with the two members of the Cemetery Committee. Members are needed.

It was suggested by Bruce McNair, from the Audience, that due to a lack of volunteers on Committees that a person would be allowed to serve on two committees and that the ordinance be changed to reflect this.

5. Topics from the Floor/Audience Participation

Persons addressing the Council must state their name for the record. All remarks shall be directed to the entire City Council. The Council reserves the right to delay any action requested until they are fully informed on the matter.

Paula Hanson, here on behalf of the Walk your Wheels safety campaign and Thanked the Council, City Hall and Staff for how timely and nicely everything came together for the "Walk your Wheels" signs. Three businesses have already placed a sign and she asked that one be placed on the Vernonia Community Learning Center (VCLC). She will be talking with the PTA and to Mr. Miller, School Superintendent about sharing with the students this new rule.

Scott Laird, spoke Paula and the Chief for a newspaper article and doing his research for an article that the current Ordinance has no bicycles on Weed to California. This is a concern to him as the reason for this project was for the businesses downtown and doors opening and patrons walking. He suggested that Council relook at this ordinance and the zone and possibly change the ordinance to read from Weed Ave to Adams Ave as the cut off

Paula suggested this would be a three block area and would eliminate a lot of confusion.

Mayor Mitchell requested that a review of this ordinance be put on the next Council agenda.

Sally Harrison Congratulated Jill and Mike to their new positions. Sally asked that Council set a time to sit down with the Ridge Riders to settle the issues before them. She let Council know that the litigation is going away and it is time to have this resolved. She shared with the Council that the Ridge Riders are an asset to the Community providing activities and programs to the young and old with the horse activities they provide. She hopes that Council will be able to set a time soon to meet with the Ridge Riders representatives.

Brett Costley Congratulated Jill and Mike as new Councilors. Brett asked Council that they look into considering the Marijuana business as a retail and to not spend money on Lawyers and Planners to debate what happens or zone them out.

Victoria McAdams has concerns about her outstanding balance on her utility bill and is asking that she not be charged for the consumption that occurred due to a leak that she found out she had. She did not feel she has been answered in an appropriate time when she questioned the high usage and amount of the bill. A new meter was put in by Public Works and she thought that had taken care of the problem. She found out that changing the meter did not correct the problem and that she had a leaky toilet that was causing the high usage. She spoke with the City Administrator about the problem and he suggested that she talk to Council. She feels that she has been avoided and was not properly addressed about the issue since September.

6. Consent Agenda for Acceptance

The Consent Agenda is a policy of the governing body to approve, in one motion, routine and/or noncontroversial items, which can be determined prior to the meeting.

A. Weekly Departmental Updates December 12th and 19th

Councilor Tierney moved, "To approve the Weekly Departmental Updates for December 12th and 19th." Councilor Parrow seconded the motion. Motion carried.

7. Consent Agenda for Approval

A. City Council Minutes December 15, 2014

Correction: Presentation: "hat" not "hate"

Ordinances/Resolutions January 15, 2015 not 2014 in two places.

Councilor Hult moved, "To approve the City Council December 15, 2014 minutes with the corrections noted." Councilor Seager seconded the motion. Motion carried.

Councilor Hult and Councilor Seager were both present at the December 15, 2014 City Council meeting as guests.

8. Unfinished Business

No unfinished business presented.

9. New Business

A. Airport Fund Supplemental Budget – Angie Handegard

Councilor Tierney questioned who was the Airport Manager? Mayor Mitchell said it was Mike Seager and he was not being compensated as the Manager.

Councilor Tierney moved, "To approve the Airport Fund Supplemental Budget request for additional revenue added to the budget so that it can be used for needed maintenance such as gravel for the road." Councilor Parrow seconded the motion. Motion carried.

B. Council addressed the request from Paula Hanson to have a "Walk your Wheels" sign placed on the VCLC.

Consensus from Council was for Public Works Staff to install the "Walk your Wheels" sign on the VCLC building facing the path between VCLC and Vernonia Insurance Building.

C. Council addressed the request from Victoria McAdams for a reduced utility billing.

Gian Paolo said he was not aware this was going on for three months. He met with the owner of the property on site and the owner found the leaky toilet and agreed to fix it. Gian Paolo recommended to the renter to come to Council and make her plea and for Council to set policy and protocol for how to handle an outstanding bill. He is recommending that a letter be sent to the owner addressing the problem and their responsibility to pay the outstanding bill. He made an executive decision not to have the water turned off during the holidays.

Councilor Tierney questioned if the property owner was taking responsibility of the bill or was wrong information given out after the meter was replaced. There is room for negotiating.

Mayor Mitchell pointed out that the overage is the consumption which is beyond the base rate. The consumption fee is the only fee to forgive in the billing based on the usage. The renter thought that the problem was fixed when the meter was changed out and should not be charged for additional consumption thinking the problem was fixed.

Gian Paolo said that there is a need to improve protocol and guidance for these type of issues.

Mayor Mitchell suggested to send to both renters and owners of the property a copy of the billing. Especially to those that are on the shut off notice.

Councilor Hult concern with the meter and consumption going on and was the owner contacted. The City changed the meter thinking this was the problem and if this did not fix the problem then it is the renters responsibility to contact the owner there is still a problem.

Mayor Mitchell questioned if there can be an alert on the billing system when consumption is high and to have that turned on.

Consensus from Council was for Staff to evaluate the usage consumption and charge appropriately without the leak; turn on alerts; turn on that both property owners and renters be sent a billing when issues occur.

10. Business from Departments

A. Police Department – Chief Michael Conner

Chief Conner reported that he has three people getting a medical and a psyche evaluation for the reserve officer position.

Councilor Hult asked about the nuisance property.

Chief Conner reported he has talked to an Attorney that is dealing with the property through the bank.

B. City Administrator – Gian Paolo Mammone

Gian Paolo handed to the Council his City Administrator Report

He reported on:

- the Waste Water Treatment Plant and that Gordon Munro is now in charge of the project; there will be a meeting about the Mill site trees and being able to mine the site for clay;
- Spencer Park Project is waiting to hear from Aaron Miller, School Superintendent for final approval of the agreement before the outstanding balance of the escrow can be released;
- Vernonia Community Learning Center Lease is being drafted by the City Attorney;
- A question as to a Right of Entry and Easement Agreement with LSN for the Vernonia Health Center for telecommunications service has been sent to the City Attorney for review.

Council requested that the agreement with LSN, that has already been approved, be brought before them at the next City Council meeting for review and clarification. There is a concern about "right of entry" and who this should be with the City or the Health Center with the new agreement.

Councilor Tierney questioned the status of the Library computers.
Gian Paolo said he is working with Lundy, IT person, for him to send a recommendation. Preliminary two refurbished computers and one new for the front desk were to be ordered. Once he has a recommendation from Lundy he will review and make an assessment for the next Council meeting.

Gian Paolo gave a set of pictures taken of the Cemetery to the Council and requested that the gates be closed. The pictures showed that cars are cutting the corners and driving on the grass and that cans have been just thrown against a tree.

Mayor Mitchell and all the Council had a concern about closing the cemetery.
Gian Paolo said this would allow grass to grow.
Councilor Hult said that it looked to her like there was gravel where the tires have gone and that it is diminishing and that it didn't look intentional.
Councilor Parrow said that the corners are being cut and may be due to trying to pass each other.
Mayor Mitchell said that the road base is poor and is a high price project to repair.
Shirlee Daughtry said that she brought the pictures to the City Administrator and hopes that the Council does not allow this to continue. She agrees that the gate should be closed and there should be walk in only. She sees the damage as disrespectful to the graves and that Council would not have known if she didn't bring it to their attention.
Sally Harrison said that she would like to see more parking in the area and that she agrees some are pulling off to pass each other.
Councilor Parrow suggested that possibly tall metal rods can be placed and connected with rope to deter driving on the grass.
Mayor Mitchell said that parking is a good point and needs to be considered.

11. Ordinances/Resolutions

No ordinances or resolutions were presented.

12. Correspondence

A. City Management Code of Ethics
B. Vernonia City Council Meetings and City Hall Closures for 2015
C. City County Dinner January 13, 2015, 6:30 Scout Cabin

Mayor Mitchell shared that the meal will be catered by Farm Table and the cost is $15.00 per person and that spouse is extra. City pays for the Mayor, Council and City Administrator.

Councilor Tierney asked that she be able to invite someone from the Heal Cities program to speak to the group and introduce themselves. She will contact the person to find out if they are available.

13. Items from Mayor, Councilors, City Administrator

Councilor Parrow reminded everyone that that today it has been four years since Chief Painter's passing.

Councilor Tierney requested that the Clarification of the Roles for Council, City Administrator and Mayor from the League be reviewed by everyone so that the expectations of each role is understood.

Council Consensus was to hold a Work Session on January 20, 2015 at 6:30 before the regular City Council meeting to review this information from the League.

14. Recess to Executive Session as per ORS 196.660(2)

The City Council will now meet in Executive Session for the purpose of a-g

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15. Return to Open Session for Final Action

Council returned to Open Session at 8:53 pm and did not have any final action from the Executive Session.

Council addressed the request from Sally Harrison from Topics from the Floor concerning meeting with the Ridge Riders

Mayor Mitchell questioned Gian Paolo if he had spoken with the City Attorney about Council having a sit down with the five Ridge Rider members.

Gian Paolo said that his conversation with the City Attorney was that the Ridge Riders filed a motion of dismissal and that this was an ethical violation as the City Attorney was not notified. Gian Paolo explained that he is not an expert on this matter.

Mayor Mitchell clarified that the ethical violation was the Ridge Riders refusal of discovery. She asked that Gian Paolo get from the City Attorney a chronological list of what has happened for Council to have a better understanding.

Councilor Seager asked if the discovery was appealed.

Councilor Hult felt that there has been a good faith effort from the Ridge Riders to meet.

Councilor Tierney asked if this means they want to work with the City Council and if this is the time to try an agreement with them with no attorneys.

Councilor Hult questioned why a representative from the Ridge Riders did not come to Council and let them know that there was a dismissal.

Gian Polo said that he would have a conversation with the City Attorney.

Mayor Mitchell requested that the City Attorney be present by phone in an executive session at the next meeting to discuss the matter with the Ridge Riders.

Adjournment: Council adjourned the January 5, 2015 meeting at 9:08 pm

Signed this_____day of_____, 2015

_____
Josette M. Mitchell, Mayor

Attest:_____
Joann M Glass, City Recorder

CITY OF VERNONIA
CITY COUNCIL AGENDA ITEM

JANUARY 20, 2015

From: GianPaolo Mammone, City Administrator
To: Mayor and City Council
Re: **Water bill outstanding balance at 1542 Bridge Street (Victoria McAdams)**

Agenda Item Summary:
Water leak at 1542 Bridge Street.

Background:
After 2 months of reading increasingly higher water usage, City staff replaced the water meter at 1542 Bridge Street. A November reading was still showing an unusual increase in water usage (82,000 gallons). In December 2014 the City Administrator, PW Foreman, the property owner, and Ms. McAdams met onsite at 1542 Bridge Street) to try to identify the location of the leak. City Staff never went inside the house (property owner did) but was informed that there was a leak in the toilet. Once the source of the leak was identified, City Staff left…since responsibility for any repair fell on the owner/renter.

Staff agreed not to shut off water services to the address on Christmas Eve (per policy, lack of payment of an outstanding bill triggers water shut off)…but agreed to "suspend" the bill and present the case, in appeal, to City Council for consideration for a potential forgiveness of the bill.

Considerations:
City staff went above and beyond the call of duty. Staff covered all the bases in replacing the water meter in September (when the source of the error was believed to be the meter), in meeting onsite with owner and renter…and in not allowing a resident to go without water for almost two weeks during the Holiday season. The City Council is not under any requirement to forgive (partially of totally) any outstanding water bill. Again, the policy is clear…but staff felt that there were compelling and unique circumstances (Christmas and New Year's Holiday) that could leave the tenant without water for an extended period of time. In addition there was the desire of the tenant to present her case to City Council.

The City Policy is clear. If there is a leak on the private property (from the water meter into the private property) the City is neither responsible for fixing the problem, nor to pay for the water,… but the owner/renter of the property is.

Section 21. [Service Pipes.] *All service pipes from the meter to the wall of the building must be a minimum of 18 inches below the surface of the ground in the yard and the grade of the street. They must be installed in accordance with good engineering practices and be maintained in good working order by the customer. All service pipes will have a shutoff valve installed between the meter and the premises serviced.* ***The customer will be responsible for any loss or damage occurring from the meter to the premises.***

Section 23. [Leaks.] *Where there is a leak at any point between the main and the building served and it is doubtful whether the water comes from a break on the property side or street side of the meter, the Public Works Department shall make an excavation to determine which it is from. If the leak is found to be from the street side of the meter, the City will make all repairs free of charge; but if it is from the service pipe on the property side of the meter, notice of such leakage will be left on the premises, and the responsible party must immediately take charge of the excavation, repair of the leak, and be responsible for all damages which may result.*

The City Administrator on January 5th, 2014 came in front of the Council for direction. Only at the discretion of the Council there could be a potential discount (partial or total) of water fees. But on January 5th there was no knowledge of what the amount in discussion was. Now, calculations show that the water consumption overage between August and November 2014 is $648.61

Attachments:
Spreadsheet determining water usage at 1452 Bridge Street (Consumption Overage)…with a total outstanding bill of $648.61

Council Options:
Council could:

1. Ask for full and total payment of the water bill (Source of leaks on private property…ultimate responsibility for bill is on property owner). The City has produced a good/service….and it should be paid for it. It would be a private (civil) matter between owner and renter to decide

2. Decide to forgive partially, or totally, the outstanding balance in discussion ($648.61)

Recommendation:
Recommendation is to ask for payment of outstanding balance. The Policy is clear, in its intent, and in who is ultimately responsible for the payment of the bill (the property owner). Between August and November 2014 the tenant was aware of a leak…and the owner (because of communication with its own renter) should have been too. It would be then (as suggested above) a private /civil matter between owner and renter to decide whose money would be that paid the bill.

But Staff also would support a partial forgiveness of the outstanding bill (up to 50%).

CITY OF VERNONIA
CITY COUNCIL AGENDA ITEM

JANUARY 20, 2015

From: GianPaolo Mammone, City Administrator
To: Mayor and City Council
Re: **Vernonia Community Learning Center Lease to Seniors**

Agenda Item Summary:
During previous meeting Council agreed to lease the VCLC to the Seniors. Attached is the retail Lease for Council consideration and approval.

Attachments:
Retail Lease as drafted by City Attorney (based on memorandum from Jim Tierney and Seniors).

Recommendation:
No Recommendation

RETAIL LEASE

THIS LEASE ("Lease") is entered into this _____ day of _____, 2015, by and between the following parties:

LANDLORD: **City of Vernonia** **("Landlord")**
1001 Bridge Street
Vernonia, Oregon 97064

and

TENANT: **Vernonia Senior Center** **("Tenant")**

_____
_____
_____

RECITALS

A. Landlord owns the fee title to the real property located at 939 Bridge Street, Vernonia, Oregon, Parcel ID: 4N4W05DA00300, along with improvements on the property consisting of a commercial retail building (the "**Property**").

B. Tenant desires to lease the Property and intends to use the Property in accordance with this Agreement.

C. Landlord desires to allow Tenant to lease the property for use as the Vernonia Senior Center Thrift Store, a retail business selling used goods.

NOW, THEREFORE, Landlord hereby leases the Property to Tenant, and Tenant leases the Property from Landlord, on the terms and conditions set forth in this Lease:

1. Lease of Property to Tenant; Lease Term; Possession

1.1 Lease of Property to Tenant. Landlord hereby leases the Property to Tenant, and Tenant leases the Property from Landlord, for the term, at the rental, and upon all of the conditions set forth in this Lease.

1.2 Term of Lease. This Lease shall commence on the _____ day of _____, 201__, (the "**Commencement Date**") for two (2) full years (plus the partial month, if any, in which this Lease commences), unless sooner terminated or extended as provided in this Lease.

1.3 Termination by Tenant or Landlord. Tenant may terminate this Lease upon written notice to Landlord at least 90 days prior to such termination. In the event of Tenant's election to terminate the Lease, Landlord shall not be required to refund Tenant's prepaid rental. Landlord may terminate this Lease upon written notice to Tenant at least 90 days prior to

termination or, if Landlord has received and accepted a written offer to purchase the Property, upon written notice to Tenant at least 90 days prior to termination.

1.4 Possession. Tenant will be entitled to possession of the Property for purposes of this Lease upon the mutual execution of this Lease.

1.5 Property Leased "As Is". Except as otherwise expressly set forth in this Lease, the Property is leased to Tenant in its "As Is" condition, subject to any and all patent and latent defects and faults, without reliance upon any representation by Landlord as to the condition or suitability of Property for any intended use or purpose by Tenant and without any representation or warranty by Landlord as to its compliance with applicable Legal Requirements (as defined below) or other matters, and Tenant further acknowledges that Tenant will be relying solely on its own skill, judgment and discretion in deciding whether to lease the property.

2. Rental

2.1 Annual Base Rent (Initial Term). Tenant shall pay to Landlord as rent for the Property the sum of **Twelve Dollars ($12.00)** per year, in advance (the "**rent**" or sometimes referred to as the "**base rent**"). Rent for the entire initial Term will be paid within 30 days of mutual execution of this Lease (the date of mutual execution of this Lease is also referred to as the "**Effective Date**"). Rent for any partial month or partial year during the Term shall be a pro rata portion of the monthly or annual installment. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other place as Landlord may designate in writing. Rent will commence as of the Commencement Date.

2.2 Additional Rent, No Offsets. All payments required to be paid by Tenant under this Lease, other than base rent, will constitute additional rent. All rent (including base and additional rent) shall be received by Landlord without set-off, offset, abatement, or deduction of any kind.

2.3 Tenant's Proportionate Share. Within 30 days of the Effective Date, Tenant shall pay **Two Hundred Dollars ($200.00)**, as Additional Rent, representing Tenant's Proportionate Share of the cost of administrating, drafting and executing this Lease.

2.4 Net Lease. The rental paid by Tenant shall be a fully net (sometimes referred to as "**triple net**" or "**absolute net**") return to Landlord, so that from and after the Commencement Date, this Lease shall yield the base rent to Landlord net of all operating costs, maintenance and repair costs, taxes, insurance charges, assessments, governmental charges, utility costs and fees, and all other expenses of whatever kind or nature pertaining to the operation of the Property. All such costs and expenses accruing after the Commencement Date shall be paid by Tenant as to the Property. This provision includes, but is not limited to Tenant's duty to pay costs associated with Landlord's existing property insurance policy in the amount attributable to the Property.

3. Use of Property

3.1 Sublease. Tenant may sublease a portion of the Property to the Friends of the Library provided the entire premises remains in compliance with the insurance requirements in

Section 5 of this Agreement. In all other instances, Tenant will not assign this agreement, sublease, or transfer the Tenant's rights under this agreement or in the property covered by this agreement without the written consent of the Landlord, but such consent will not be unreasonably withheld. The Landlord's consent to a transfer is not consent to other transfers or a waiver of this assignment restriction.

3.2 Permitted Use. Tenant will use the Property only for the following purpose(s): Operation of a retail thrift store selling used goods ("Permitted Use"). No other use may be made of the Property without the prior written approval of Landlord, which may be granted or denied in the sole discretion of Landlord.

3.3 Compliance with Legal Requirements. In connection with its use, Tenant shall keep and maintain the Property in compliance with all applicable laws, rules, regulations and ordinances of all federal, state, county, municipal and other public authorities having or claiming jurisdiction, and other recorded covenants, conditions and restrictions affecting the Property (collectively, the "**Legal Requirements**").

3.4 Nondisturbance. The rights of Tenant to the Property shall not be disturbed, cancelled, terminated or otherwise interfered with by Landlord during the Term of this Lease.

3.5 Hazardous Substances. Landlord has no knowledge as to whether hazardous substances have been generated, released, stored or deposited over, beneath, or on the Property.

Tenant (as to the Property, during the Term) and Landlord (as to any adjoining property owned or operated by it), if any, shall not allow or permit any Hazardous Substances to be generated, released, used, stored or deposited on or in the Property or adjoining property, except to the extent that any Hazardous Substances exist on the Property or adjacent property, or in the ordinary course of maintaining and operating such property and in strict compliance with applicable Environmental Laws (as defined below).

The term "**hazardous substances**" is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Federal Water Pollution Control Act (FWPCA), the Emergency Planning and Community Right-to-Know Act (EPCRA), the Clean Air Act (CAA) and any and all other federal, state and local statutes or ordinances applicable to the protection of human health or the environment (the "**Environmental Laws**").

3.6 Limits on Use. Tenant will not use, nor permit anyone else to use, the Property in a manner, nor permit anything to be done on the Property, that (a) adversely impacts, or is likely to adversely impact the Property, or any element or part of the Property, or the operations of the Property; (b) creates any condition that is a safety hazard; (c) creates a condition that may

increase the rate of fire insurance for the Property or would prevent Landlord from taking advantage of any ruling of an insurance rating bureau that would allow Landlord to obtain reduced rates for its insurance policies, or violates any requirements of Tenant's insurance carrier; or (d) creates a hazard or a nuisance to other tenants or occupants of the Property.

4. Improvements; Maintenance; Taxes; Utilities

4.1 Improvements. Tenant will not make any alterations, additions, or improvements to the Property, modify the color of the interior of the Property, or install any wall or floor covering therein without obtaining Landlord's prior written consent, which consent Landlord may withhold in Landlord's sole discretion. If Landlord consents in writing to any proposed alteration of the Property, Tenant will (i) contract only with a Landlord-approved contractor for the performance of the alterations, (ii) obtain all necessary governmental permits and approvals and deliver copies thereof to Landlord, and (iii) cause all alterations to be completed in compliance with Landlord-approved plans and specifications with all due diligence. Except for removable machinery and unattached movable trade fixtures, all improvements, alterations, wiring, cables, or conduit installed by Tenant will immediately become part of the Property, with title vested in Landlord. Landlord may require that Tenant remove any such improvements, alterations, wiring, cables, or conduit installed by or for Tenant and restore the Property to good condition and repair upon expiration or earlier termination of this Lease. Any contractor used by Tenant for any work on the Property will be subject to review and approval by Landlord, and Landlord may post notices of nonresponsibility in connection with any work being performed in the Property by or at the request of Tenant. All work on the Property by or at Tenant's request must comply with all applicable Laws. Tenant will not permit any liens to attach to the Property as a result of any work performed by or at Tenant's request.

4.2 Tenant Maintenance and Repairs. Tenant, or its sublessors, as determined by Tenant, will be responsible for maintaining the Property in good order, condition, repair, operating condition, working order and appearance, and in accordance with all applicable Legal Requirements and Environmental Laws.

4.3 Landlord Maintenance. Landlord will repair, maintain, and/or replace, if necessary, the HVAC system on the Property to the extent it is covered by a service contract. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense and deduct that cost from Rent owing to Landlord.

4.4 Property Tax Exemption. The Property qualifies for a property tax exemption under Oregon Law. For any lease year in which the Property does not qualify for the tax exemption due to Tenant's use, Tenant will promptly pay to the taxing authority the amount of taxes on the Property which may be lawfully required as a result of such lack of an exemption and will provide, upon Landlord's request (not more frequently than annually), proof of such payment to Landlord.

4.5 Tenant's Election to Contest. Tenant may cause the payment of any tax or assessment on the Property to be withheld if a good faith dispute exists as to the obligation to pay, so long as Landlord's property interest is not jeopardized. If the Property is subjected to a

lien as a result of nonpayment, Tenant shall provide Landlord with assurances reasonably acceptable to Landlord that Tenant can and will satisfy the lien before enforcement against the Property.

4.7 Utilities and Services. Tenant shall open an account and be directly billed by utility providers for all charges for utilities and services supplied to the Property. Tenant shall pay all charges for utilities and services, including without limitation any applicable "hookup" and service charges for electricity, gas, telephone, cable, water, and sewer. Landlord will not be liable for any failure or interruption of utilities or services to the Property.

5. Insurance; Restoration of Damage

5.1 Liability Insurance. At all times during the Term of this Lease, Tenant, at its expense, will maintain commercial general liability insurance in respect to the Premises and the conduct or operation of business in it, naming Landlord and its managing agent, if any, as additional insureds, with a limit of not less than two million dollars ($2,000,000) per each occurrence. All such insurance will insure the Tenant's performance of the indemnity agreement as to liability for bodily injury to, illness of, or death of persons and damage to property set forth in this Lease. If applicable, Tenant will carry liquor-liability insurance in an amount and in form acceptable to Landlord. Tenant will pay for and deliver to Landlord and any additional insured such policies or certificates of insurance, in form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, at least ten (10) days before the Lease Commencement Date. Tenant will procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord and any additional insured the renewal policy at least thirty (30) days before the expiration of any existing policy. All such policies must contain a provision whereby the same cannot be canceled or modified unless Landlord and any additional insured are given at least thirty (30) days' prior written notice of the cancellation or modification. All policies may be part of blanket coverage relating to properties owned or leased by the Tenant.

5.2 Indemnification. Tenant will indemnify, defend, and hold harmless Landlord and Landlord's officers, directors, partners, employees, agents, and independent contractors from any and all claims or liability for any uninsured damage to any property and for any injury, illness, or death of any person occurring in or on the Premises when the damage, injury, illness, or death is caused by the act or failure to act of Tenant, its agents, servants, employees, invitees, or licensees, by any breach of this Lease by Tenant, or by any use of the Premises during the Term. This indemnity will apply even if a third-party claim arises from Landlord's negligence to the extent that the claim is covered by Tenant's liability insurance, it being the intent of the parties that Tenant's contractual liability insurance coverage will be the primary source of coverage for any third-party claims for accidents occurring in or on the Premises regardless of whether Tenant or Landlord is at fault. The Tenant's duty of indemnification shall survive the termination of this lease.

6. Condemnation

If the entire Property is condemned, or if a portion is taken which causes the remainder to be reasonably unusable for the use permitted hereunder, then this Lease shall terminate as of the date upon which possession of the Property is taken by the condemning authority.

7. Transfers by Tenant.

7.1 Transfers Prohibited Without Consent. Except as expressly provided herein, Tenant shall not assign, pledge, hypothecate, encumber or otherwise transfer its leasehold interest and interest in the improvements on the Property without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion. An unauthorized transfer under this section shall be deemed a default of this Lease and entitle Landlord to terminate this Lease.

8. Events of Default

The following shall be "**Events of Default**":

8.1 Unauthorized Transfer. Tenant's assignment, pledge, sublease, encumbrance or other transfer of Tenant's leasehold interest without the prior written consent of Landlord.

8.2 Payment Default. Failure of Tenant to make any rent or other payment to be made to Landlord under this Lease within 20 days after receipt of written notice of nonpayment.

8.3 Default in Other Covenants. Failure of Tenant to comply with any other term or condition or fulfill any other obligation of this Lease within 30 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be remedied fully within the 30-day period, this requirement shall be satisfied if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

8.4 Notice of Action to Retake or File Suit. Prior to taking any action to re-enter or retake possession of the Property, or to sue Tenant for damages for default, Landlord will provide Tenant with at least ten days' notice of Landlord's intent to pursue the particular remedy or remedies if the default is not cured within such time period. Such notice may be given concurrently with or separately from the notices specified above.

9. Remedies on Default

Upon default, after expiration of notice and cure periods provided in Section 8, Landlord may exercise any one or more of the following remedies:

9.1 Termination. In the event of a default the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Property and remove any persons or personal property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

9.2 Re-letting. Following reentry or abandonment, Landlord may re-let the property and in that connection may make any suitable alterations or refurbish the Property, or both, or change the character or use of the Property, but Landlord shall not be required to re-let for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Property or to any tenant that Landlord may reasonably consider objectionable. Landlord may re-let all or part of the Property, alone or in conjunction with other properties for a term longer or shorter than the term of this lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

9.3 Damages for Default. Landlord may recover all damages caused by the default. Landlord may sue periodically to recover damages as they accrue during the remainder of the lease term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining lease term equal to the difference between the rent specified in this Lease and the reasonable rental value of the Property for the remainder of the term, discounted to the time of judgment at the rate of 9 percent per annum.

9.4 Cure of Tenant's Default. Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The reasonable cost of performance, including reasonable attorneys' fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the rate of 12 percent per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

9.5 Other Remedies. Landlord may exercise any other remedy available under applicable law. Landlord may terminate this Lease and take possession of the Property, and Landlord may pursue any other legal remedy for breach of contract, including (without limitation) specific performance, collection of damages, and collection of attorneys' fees and other costs and expenses.

10. General Provisions

10.1 Modifications. This Lease may not be modified except by endorsement in writing attached to this Lease, dated and signed by the parties. Neither party shall be bound by any statement of any agent or employee modifying this Lease, except for any person which the party has specifically designated in writing as its representative.

10.2 Nonwaiver. Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

10.3 Succession. Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

10.4 Entry by Landlord. Landlord or its authorized representatives may enter the Property at any time without any restrictions from Tenant.

10.5 Estoppel Certificates. Within 10 days after receipt of written request, each party shall deliver a written statement to the requesting party stating the date to which the rent and

other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested.

10.6 Notices. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given (collectively "**Notices**") shall be given in writing and effective upon receipt. Notices may be served: by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by telex, facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed Notices shall be deemed received three business days after mailing, properly addressed. Couriered Notices shall be deemed received when delivered as addressed, or if the addressee refuses delivery, when presented for delivery notwithstanding such refusal. With respect to any notice sent by telex, facsimile, email, or other telecommunication device, the term "receipt" will mean electronic verification that transmission to the recipient was completed, if such transmission occurs during the normal business hours, or otherwise on the next business day after the date of transmission. Personal delivery of Notices shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, Notices shall be delivered to the parties at the addresses first set forth above.

10.7 Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Lease, 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, upon appeal and on any petition for review, in addition to all other sums provided by law.

10.8 Relationship of Parties. The relationship of the parties to this Lease is that of landlord and tenant. Landlord is not a partner or joint venturer with Tenant in any respect or for any purpose in the conduct of Tenant's business or otherwise.

10.9 Applicable Law. The Property is located in the State of Oregon. The parties agree that the law of such State shall be applicable for purposes of construing and determining the validity of this Lease. Any claim, action, suit or proceeding (collectively, "Claim") between Landlord and Tenant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Columbia 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.

10.10 Prior Agreements. This Lease (including all exhibits, incorporated herein) is the entire, final, and complete agreement of the parties with respect to the matters set forth in this Lease, and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or their representatives with respect to such matters.

10.11 Validity of Provisions. If any of the provisions contained in this Lease shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Lease shall not be affected.

10.12 Recording; Quitclaim. Tenant shall not file or record this Lease without the specific prior written consent of Landlord. Upon expiration or earlier termination of this Lease,

Tenant shall promptly execute, acknowledge and deliver to Landlord any quitclaim deed or other document required by Landlord or a title company to remove the cloud of this Lease from the Property and to evidence the termination of Tenant's interests in the Property and improvements that will remain on the Property.

10.13 Merger of Estates. In the event and at such time as Landlord may own and hold both the landlord's and tenant's interest under this Lease, this Lease will terminate automatically by merger of estates.

10.14 Authorization of Lease; Facsimile, or Email Signatures. Each party covenants and warrants to the other that the person(s) executing this Lease on behalf of the party is duly authorized to execute and bind the party under this Lease. Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or email-transmitted signatures by signing an original document.

10.15 Brokers. Neither party has used a real estate broker in connection with this transaction. Each party will defend, indemnify, and hold harmless from any claim, loss, or liability made or imposed by any other party claiming a commission or fee in connection with this transaction and arising out of its own conduct.

10.16 Section Headings. The headings to the sections and paragraphs of this Lease are included only for the convenience of the parties and shall not have the effect of enlarging, diminishing, or affecting the interpretation of its terms.

10.17 Joinder in Instruments. Upon reasonable request from time to time, Landlord shall join with Tenant in any conveyance, dedication, grant of easement or license or other instrument as shall be reasonably necessary or convenient to provide public utility service to the Property or in order to allow development or use of the Property by Tenant. Landlord shall not be required to incur any cost or expense by virtue of the provision of this paragraph.

10.18 Exhibits. All exhibits and attachments to the Lease are hereby incorporated as part of the body of this instrument.

IN WITNESS WHEREOF, the undersigned has caused this Lease to be duly executed by a person or officer thereunto duly authorized as of the date and year first above written.

LANDLORD:

CITY OF VERNONIA
By:_____
Name: (Date)
Title:

TENANT:

VERNONIA SENIOR CENTER
_____
_____
_____

CITY OF VERNONIA
CITY COUNCIL AGENDA ITEM

JANUARY 20, 2015

From: GianPaolo Mammone, City Administrator
To: Mayor and City Council
Re: **IGA Spencer Park: City of Vernonia & Vernonia School District 47J**

Agenda Item Summary:

Representatives of the City, CAT, and the School District (Aaron Miller, Superintendent) met last week to define the last items in discussion.

These are the conclusion as agreed upon:
The IGA as written will be approved by the Council and the School Board, then will be executed by the School Superintendent and the City Administrator.

The revised agreement, copies of the City and District letters requesting release plus an explanatory letter will be sent to the Board of Commissioners and Sarah Hanson requesting that the Board sends a letter to Ticor agreeing to the final release of funds.

The Mayor and/or City Administrator will contact State Parks to announce completion and acceptance of the new park.

Attachments:
Revised IGA between City of Vernonia and School District 47J regarding Spencer Park.

Recommendation:
No Recommendations.

REVISED INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF VERNONIA, and

VERNONIA SCHOOL DISTRICT 47J

REGARDING THE DEMOLITION OF SCHOOL BUILDINGS

AND REPLACEMENT PARK CONSTRUCTION PROCESSES

This revised Agreement is made and entered into by and between the City of Vernonia, a municipal corporation, acting by and through its elected officials (the "City"), and the Vernonia School District 47J, an Oregon School District (the "District"), (collectively the "Parties") and codifies agreements and revisions made to the original IGA in response to conditions found on the site during development.

RECITALS:

A. The parties are authorized under the provisions of ORS 190.010 to enter into Intergovernmental Agreements for the performance of any and all functions that a party to the Agreement has authority to perform:

B. In December of 2007, the City and County experienced severe storm activity and associated flooding;

C. The storms and associated flooding caused severe damage to the Vernonia schools, on the Vernonia School Property owned by the District located at 475, 299, 249, and 199 Bridge Street in Vernonia. Oregon (the "Property");

D. The District has identified property outside of the Flood Zone on which to build a new K-12 school complex which is located at Spencer Park at 1000 Missouri Ave in Vernonia. Oregon (the "New School Property");

E. Once the New School Complex is constructed, the District can demolish some or all of the existing school buildings at the Existing School Site and a portion of that land can then be used as a site for the New Spencer Park, while a portion of the old Spencer Park (on Missouri Ave) will be used to build a Tot Lot Park. Together these two parks are considered the "Replacement Parks";

F. The purpose of this Agreement is to clarify the roles and responsibilities of the City and District in the demolition of school buildings and the construction of the Replacement Parks:

G. The City is the owner of the Vernonia School Property, and is required to demolish structures on the Property in accordance with the Grant Documents;

H. The City has entered into various intergovernmental agreements with the District in which the City has delegated to the District certain of its obligations under the Grant Documents, including demolition of structures on the Property:

I. The City will be required to maintain the Property for the open space in perpetuity, and will construct the New Spencer Park and the Spencer Park Tot Lot by delegation to the District pursuant to an Intergovernmental Agreement with the District; and

J. Cooperating in this park relocation project would directly benefit both City and District taxpayers and would serve a public purpose.

AGREEMENTS:

1. Planning, Coordination and Compliance.

1.1 The City and the District will comply with the requirements outlined in detail in Sections 6 and 7 of the Intergovernmental Agreement by and between Columbia County, City of Vernonia and Vernonia School District 47J for Flood Mitigation Assistance Vernonia School District Acquisition Project to complete the construction of the Replacement Park. (Attachment A)

1.2 The City and the District will comply with the processes and requirements for the construction of the Replacement Park outlined in the Intergovernmental Agreement between the City of Vernonia and Vernonia School District 47J regarding the Construction, Management and Maintenance of a Replacement Park for Spencer Park. (Attachment 2)

1.3 The City and the District will comply with the processes and requirements for the construction of the Replacement Park outlined in the Amendment to Project Agreement Land and Water Conservation Fund, City of Vernonia Spencer Park Development. (Addendum 2)

1.4 A Park Planning Committees -The City Administrator and the District Superintendent will establish the following committees in order to meet the intent of the above mentioned Intergovernmental Agreements.

1.4.1 The Spencer Park Executive Committee (SPEC) will be composed of the following: City Administrator, District Superintendent, Mayor, two members of the Vernonia Parks Committee, and two school board members. This committee will coordinate the implementation of this agreement and convene the Spencer Park Advisory Committee (SPAC) as needed.

1.4.2 The Spencer Park Advisory Committee (SPAC) will include all members of the SPEC and other advisors as deemed appropriate by that committee (i.e. representatives from Vernonia Planning Commission, Vernonia Flood Recovery, Vernonia Public Works Department, Vernonia Booster's, District Athletic Director). The SPAC committee will meet as needed and as directed by the SPEC.

1.5 The information generated by the SPEC and/or SPAC shall be presented as needed for approval to the District school board and City council.

2. Demolition.

2.1 The City and the District will comply with the requirements outlined in detail in Sections 6 and 7 of the Intergovernmental Agreement by and between Columbia County, City of Vernonia and Vernonia School District 47J for Flood Mitigation Assistance Vernonia School District Acquisition Project to complete the demolition of existing school buildings. (Attachment 1). The District will be responsible for the demolition portion of the Project.

2.2 The District will select the contractor to complete the demolition process in compliance with Oregon's Public Contracting laws. The District will obtain approval of the County and the City of the solicitation method before initiating procurement.

2.3 Hazardous material handling. The District will comply with all regulations with regard to the handling of hazardous material during the deconstruction of the existing schools.

2.4 Historic preservation. The District will comply with all historic preservation requirements as outlined in the above mentioned IGAs.

3. Replacement Parks.

3.1 New Spencer Park Phase I Plan Parameters.

3. 1.1 The size of Phase 1 the New Spencer Park will be 11.82 acres.

3. 1.2 The existing covered basketball facility and children's play area will be maintained for use in the new park.

3.1.3 The following amenities will be developed by either remodeling the existing facilities or building new facilities:

3.1.3.1 Full size baseball/softball field with backstop, fencing, existing dugouts and existing dugout benches;

3.1.3.2 The existing restroom facility will be improved or a new facility built to satisfy the requirement of a restroom facility of 20 x 20 feet;

3.1.3.3 City agrees to accept existing playground structure and play area to satisfy requirement of a children's play area of 75 x 100 feet;

3.1.3.4 A Soccer field of 195 x 330 feet;

3.1.3.5 A Soccer field of 165 x 300 feet;

3.1.3.6 The existing parking areas will be improved as necessary to provide two parking areas for park users;

3.1.3.7 The currently in place, above ground irrigation system is accepted as a suitable irrigation system to serve all playfields;

3.1.3.8 District will retain, and City will accept existing concrete accessible path system within the park.

3. 1.4 The facilities will be of substantially similar or equivalent quality and quantity to the facilities existing at the former Spencer Park property.

3.2 Tot Lot Park Plan Parameters.

3.2.1 The Tot Lot Park shall be approximately .2 acres in size and consist of existing trees, a grass play area, a picnic table.

3.3 Replacement Parks Design.

3.3.1 The SPEC will develop an RFP for the design of the Replacement Parks, publish it in compliance with Oregon's Public Contracting laws, evaluate it and select the proposer (the Consultant) who best fits the needs of the District and the City.

3.3.2 The District will negotiate with and hire the Consultant (landscape architect/parks planner) in coordination with the City.

3.3.3 The SPEC and the SPAC will work with the Consultant to involve the public in developing plans for the Replacement Parks that meet the above parameters.

3.3.4 The City Administrator and District Superintendent will present the design to the City Council and School District Board of Directors for approval.

3.3.5 The District will submit the final plans for approval to the City. Approval will not be unreasonably withheld or delayed.

3.4 Replacement Parks Construction, The District will:

3.4.1 Develop a competitive bid package, with the help of the Consultant, for construction of the Replacement Parks;

3.4.2 Award the contract for construction;

3.4.3 Monitor and manage the contractor during construction;

3.4.4 Make all payments to the contractor as required by the contract;

3.4.5 Coordinate construction activity with the City to minimize impact on the neighboring property owners.

3.4.6 Hire a professional firm to complete the required Environmental Assessment.

3.5 The District will pay for the required Environmental Assessment.

4. **Effective Date**. This Agreement shall be effective on the date last signed, below.

5. **Amendment**. This Agreement may be amended upon the execution of one or more written amendments to the Agreement, which shall be effective only if approved by both parties.

6. **Documents**. All parties shall have access to documents pertinent to this Agreement.

7. **Contacts**. Each party to this Agreement shall designate a contact to receive notices and to serve as liaison for this Agreement. The contacts for each party shall be:

7.1 **City**: GianPaolo Mammone
City Administrator
1001 Bridge Street
Vernonia, Oregon 97064

7.2 **District**: Aaron Miller
Superintendent
1201 Texas Ave.
Vernonia, Oregon 97064

8. **Indemnification**. Subject to the limits of the Oregon Tort Claims Act, and Article XL Section 10 of the Oregon Constitution, except to the extent of damages arising out of the willful acts or omissions of the City, or the District, the parties shall indemnify, defend and hold each other harmless from any and all liability, damage, and injury to persons or property, and for any and all charges, fines, orders, costs, expenses, and attorney fees arising out of public use of the Replacement Park and Replacement facilities, and the parties shall indemnify, defend and hold each other harmless from and against any liability, damage, cost or charge arising out of any breach of this Agreement, and any violation of any law, ordinance, regulation, or order issued by a governmental agency related to their respective obligations under this Agreement related to the Replacement Park and Replacement Facilities, except as to the extent of damages arising out of the willful acts or omissions of such other party.

9. **Interpretation**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

10. **Independent Contractor**. Nothing herein shall alter the employment status of any workers of the City or the District performing services under this Agreement. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their respective employer.

11. **Severability**. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

12. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this contract shall be brought and conducted exclusively within the Circuit Court of Columbia County for the Slate of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.

13. **No Third-Party Beneficiaries.** The signatories hereto are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.

14. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No waiver, consent modification or change of terms of this Agreement shall bind the other party unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The parties, by the signature of their authorized representative(s) below, hereby acknowledge that they have read this Agreement understand it, and agree to be bound by its terms and conditions.

CITY OF VERNONIA

By: _____
GianPaolo Mammone
City Administrator

Dated: _____

VERNONIA SCHOOL DISTRICT 47J

By: _____
Aaron Miller Superintendent

Dated: _____

CITY OF VERNONIA
CITY COUNCIL AGENDA ITEM

JANUARY 20, 2015

From: GianPaolo Mammone, City Administrator
To: Mayor and City Council
Re: **Library Computers**

Agenda Item Summary:
As a consequence of a catastrophic situation occurring at the library in late September, when the patrons computers were infected with malicious software, because of the lack of security software installed on the patron computers (to be able to identify and catch any malicious software) and the lack of periodical maintenance to the computers and the system the library was left operating with only two (2) computers. There is, therefore, the need to either purchase new computers or upgrade some of the old ones still in good/ operable conditions condition.

Background:
Beginning Monday the 29th the internet connection at City Hall was intermittent and at times completely down. Angie contacted Lundy, (our IT contact with ISOutsource), on Monday. Lundy was unable to determine what the issue was. By Wednesday the internet was completely down. Ben contacted Lundy. With Ben on site, he was able to assist Lundy in determining the problem was originating from the library. This was at a time the when the library was closed and Barb was at City Hall in a staff meeting. As a temporary fix Ben unplugged the library's internet connection in City Hall. When the library opened, Ben reconnected the internet to the library. He then went to the library, and with Lundy's assistance determined that 4 of the 8 computers were infected with malware that was maliciously attacking the City's internet connection. The 4 offending computers were disconnected and the CPUs placed in the library office.

In conversation with our IS consultant and with our Library staff we came to define 3 potential strategies to solve our problem, to make the library functional again (and operative), and to protect, over the long term, the library investment.

Option 1.) Purchase all new Windows licenses. Reformat and reinstall Windows on all patron computers. Adequately secure all patron computers and setup patron computer use policies and procedures.
Document all relevant technical information.
Option 2.) Purchase All New Computers
Option 3.) Purchase 2 new Computer systems, and fix and upgrade 4 computers in order to have 5 computers available for the patrons and one for office use.

Under all of the three scenarios, the "new/upgraded" systems for the patrons should then be adequately secured; Patron computer use policies and procedures should be setup; all relevant technical information should be documented. Patron and office computers should be maintained on a regular basis (install security updates, application updates, antivirus updates, etc.)

Considerations:

Option 1 (upgrade all old systems) would still leave the organization, and the library, with an aging inventory of systems that would need to be periodically improved, but that in a potentially very short time might be too old to run because of improved and upgraded software and systems.

Option 2 (Buy all new systems). This option, although tempting would be, at this time, too costly for the organization (almost $11,000.00)

Option 3 (Purchase 2 new Computer systems, and fix and upgrade 4 computers). This solution would put the entire library system on a replacement program that is both functional, affordable and sustainable for the current fiscal ability of the organization, and would afford good standard of operation.

Preferred Option (Option 3):	
Two (2) new computers @ $1,260/each	$2,520.00
Windows software for five (5) computers	$60.00
Office software for five (5) computers	$120.00
Security software for five (5) computers	$240.00
Labor:	$2,800.00
TOTAL	**$4,480.00**

Recommendation:

Staff is ready to proceed with Option 3, and it is recommending Option 3. The Total cost ($4,480.00) is below the City policy threshold that demands Council review and approval of such purchase. Staff, though, feels that this is an important purchase that requires disclosure to, and conversation with, the City Council, before being made…even to the extent of receiving a formal "thumb up and OK".

CITY OF VERNONIA CITY COUNCIL
AGENDA ITEM SUMMARY

RE: RFP for Architectural Services – New Spencer Park

From: Angie Handegard, Finance Director
Through: Gian Paolo Mammone, City Administrator
To: City Council
Meeting Date: January 20, 2015 **Agenda Section:** New Business

Agenda Item Summary:

The City has access to $160,000 of Oregon Parks and Rec grant money that was awarded several years ago, but not yet used. This money is earmarked for construction at the New Spencer Park site. It can be used to pay for the architectural drawings for the restroom, construction of the restroom and picnic shelter. Staff has used the RFP for architectural services that was used for the Anderson Park restrooms as a template to create a new one for the Spencer Park restroom.

Background:

In early 2007, the City was awarded grant money for the construction of a bicycle skills park in the amount of $245,600. Work had just begun when the site was flooded in December 2007. Attempts were made to continue the project. However; no further work was done on the site and in 2010 the City requested reimbursement of the expenses that had not yet been submitted. Plans for further work on the site were scrapped. In early 2013, the City requested that the remaining grant monies be repurposed for the design and construction of the New Spencer Park. $46,874 was repurposed to pay for a Master Parks Plan and $175,432 for Spencer Park Development. To date there is $160,000 remaining in available funds for the park development portion. All funds for the Master Parks Plan has been used. Oregon Parks and Rec has agreed to extend the project completion date to December 2015. If we do not finish by that date, we will forfeit any unused funds. Mark Cowan Oregon Parks & Rec verified that the grant will pay for the design as well as construction of the restroom.

Considerations:
We are confronted with 2 distinct items:

1. Contracting out for Architectural /Engineering Drawings & Construction of Restrooms
2. Construction of Picnic Shelter.
    - Scott Laird (Parks and Rec Committee Chair) has been talking to School Superintendent about the opportunity to have the students design the Picnic Shelter, and to have a "Community Day" (Raise your Barn Amish style) type of experience in actually build the Picnic. See his comments below:

The Parks Committee is ready to move forward with construction of the restroom facility and picnic shelter at Spencer Park. Staff will prepare an RFP for construction of the restroom once engineered drawings have been received. The Parks Committee is working with students from Vernonia High School to design blueprints for the picnic shelter using recovered lumber from the deconstruction of Washington Grade School. The design plans from the students will get approved by an engineer and the project will be built using volunteer labor from the community early this summer.

Previous Council Action:
No Previous Action

Attachments:

CITY OF VERNONIA CITY COUNCIL
AGENDA ITEM SUMMARY

RE: Budget Calendar for FY 2015-2016

From: Angie Handegard, Finance Director
Thru: Gian Paolo Mammone, City Administrator
To: City Council
Meeting Date: January 20, 2015 **Agenda Section:** New Business

AGENDA ITEM SUMMARY

Budget Calendar presented for Council approval. This is a draft and can be changed if needed by the group. The Scout Cabin has already been scheduled for the dates listed, but we can add, change, or eliminate dates as needed.

BACKGROUND

A. Council Action History: Council is presented with Budget Calendar each year.
B. Analysis. None.
C. Financial and/or Resource Considerations. None
D. Timing Issues. None

ATTACHMENTS

Budget Calendar

Proposed Budget Calendar Fiscal Year 2015-2016

January 20, 2015	Present Calendar to Council. Appoint Budget Officer
March 20, 2015	Final date for all department heads to submit budget draft to Finance Director.
April 21, 2015	First Budget Committee meeting. Budget Committee will elect Chair and Vice Chair. Staff will present the budget and budget message. Meeting protocol will be reviewed and agenda for upcoming meetings will be established.
April 28, 2015	Budget Committee meeting with Public Hearing where members of the community will be allowed to comment on the budget. Begin budget deliberations.
May 5, 2015	Budget Committee meeting
May 12, 2015	Budget Committee meeting
May 19, 2015	Budget Committee meeting
May 21, 2014	Notice of Public Hearing to adopt Budget mailed in utility bills.
June 2, 2015	Budget Committee meeting if necessary
June 9, 2015	Budget Committee meeting if necessary
June 22, 2015	Budget Adoption

Suggested meeting time 6pm-9pm. Additional meetings may be scheduled if necessary.

This year meetings will be held at the Scout Cabin

RECEIVED DEC 3 0 2014

OLCC LICENSE RENEWALS

City of Vernonia, City Recorder
VERNONIA
1001 Bridge St
Vernonia OR 97064

Attached is the list of OLCC liquor licenses in VERNONIA that are eligible for license renewal. These licenses will expire on 3/31/2015.

Oregon Revised Statute (ORS) 471.166 establishes the process for local governments to make recommendations to the OLCC. It also requires the OLCC to notify licensees of the license renewal application or processing fees charged by their local governments. According to our records, you charge:

License Renewal Fee: 25.00 Off Premises Fee: 25.00

We will direct renewal applicants to mail the renewal fees to the address on this letter. Please notify us immediately if the fees or address are incorrect.

Approximately 40 days after the licenses expire, the OLCC will send you a list of the licensees who filed a renewal application. You can use this list to verify that applicants have paid your fees.

Recommendation Process:

You have until 3/4/2015 to exercise one or more of the following options:

1. Provide a written renewal recommendation to the OLCC for any or all of the licenses on this list.
2. Make a written request for additional time to investigate a specific renewal or renewals. The request must set forth the reason additional time is needed, state that the local government is considering making an unfavorable recommendation, and state the specific grounds being considered toward an unfavoragle recommendation.
3. Take no action. After 3/4/2015, the OLCC will process the renewal application as if you made a favorable recommendation.

Please send correspondence to OLCC License Renewals at P.O. Box 22297, Portland OR 97269 or email olcc.renewals@state.or.us. You can also contact the license renewal section at 1 (800) 452.6522 ext 5138 or at 503.872.5138.

RECEIVED DEC 3 0 2014

Dist. #	License	Tradename	Participant	License	Premises Address
Local Government: VERNONIA					
2	199831	ALL IN PUB & EATERY	SMITTY'S ENTERPRISES LLC	O	733 BRIDGE ST, VERNONIA, OR
	199853	ALL IN PUB & EATERY	SMITTY'S ENTERPRISES LLC	L	733 BRIDGE ST, VERNONIA, OR
	199854	ALL IN PUB & EATERY	SMITTY'S ENTERPRISES LLC	F-COM	733 BRIDGE ST, VERNONIA, OR
	202035	BLUE HOUSE CAFE	BLUE HOUSE CAFE LLC	BP	919 BRIDGE ST, VERNONIA, OR
	198176	BRIDGE STREET MINI MART	BRIDGE STREET MINI MART LLC	O	490 BRIDGE ST, VERNONIA, OR
	198441	CEDAR SIDE INN	CEDAR SIDE INN INC	F-COM	756 BRIDGE ST, VERNONIA, OR
	200278	LA CABANA MEXICAN RESTAURANT	RIVAS RIVAS INC	F-COM	854 BRIDGE ST, VERNONIA, OR
	200583	NEW HONG KONG RESTAURANT	LUCKY FAMILY INC	L	669 MIST DR, VERNONIA, OR
	210720	R & S MARKET	MARLEA FOODS INC	O	735 JEFFERSON AVE, VERNONIA, OR
	198225	THE BLACK IRON GRILL & BEAR CREEK PUB	BLACK BEAR COFFEE CO LLC	F-COM	831 BRIDGE ST, VERNONIA, OR

CITY OF VERNONIA CITY COUNCIL AGENDA ITEM SUMMARY

Discussion and Motion – Ordinance 900 An Ordinance Amending Ordinance 745 Controlling Vehicular and Pedestrian Traffic; Providing Penalties

Meeting Date: Jan. 20, 2015
Department: Administration
www.vernonia-or.gov

Agenda Section: Ordinance/Resolutions
Staff: City Recorder
Contact Telephone: 503-429-5291

ISSUE STATEMENT AND SUMMARY An amendment needs to clarify the boundaries for bicycles roller skates, skateboards, sleds, etc. due to safety issues and enforcement of Walk your Wheels signs on the downtown zone sidewalks.

BACKGROUND

A. Council Action History.

Vernonia City Council deemed it necessary to amend certain sections of Ordinance 745, An Ordinance Controlling Vehicular and Pedestrian Traffic, on June 2, 2001 Section 11 and Section 27.

B. Analysis and Policy Issues

Section 27. [Bicycles, Roller Skates, Skateboards, Sleds, etc.]

1. No person shall ride, or operate a bike or use roller skates, rollerblades, skateboards, scooters, skis, toboggans, sled, or similar devices on a street or sidewalk adjacent to Bridge Street between Weed Avenue and ~~California Street; on any street or sidewalk adjacent to Madison Avenue between Bridge Street and Maple Street and Shady Lane; or on any street or sidewalk adjacent to Jefferson Avenue between Bridge Street and Maple Street. (Amended by Ordinance 764 July 2, 2001)~~ Adams Avenue; including Madison Avenue, Jefferson Avenue, Adams Avenue, Shady Lane and Maple Street.
2. No person shall ride or operate a bicycle, or use skis, toboggans, sleds or similar devices on any street, except as authorized, or except to cross at a crosswalk.
3. A person riding or operating a bicycle, or using a skateboard, scooter, roller skates, roller blades or similar devices on any other sidewalk shall yield the right-of-way to pedestrians, and shall slow down and give audible signals before overtaking and passing pedestrians. Courtesy and caution shall be used at all time when riding any of the above-described devices on a sidewalk not indicated in Number 1.
4. It is prohibited for a person riding or operating a bicycle or using a skateboard, scooter, roller skates, roller blades or similar devices to use public curbs, steps, or railings as a jump or apparatus for maneuvers. Any person who damages public or private property as a result of any violation of this section may be held responsible for the cost of repair. (Amended by Ordinance 764 July 2, 2001)

C. Timing. For the safety of pedestrians

STAFF RECOMMENDATION

Staff recommends that Council approve the amendment to Ordinance No. 745

SUGGESTED MOTION AFTER PUBLIC COMMENTS: City Council moves that we adopt Ordinance 900 an Ordinance amending Ordinance 745 Section 27 Bicycles, Roller Skates, Skateboards, Sleds, etc.

ATTACHMENTS

Ordinance 745

ORDINANCE NO. _____
An Ordinance Amending Ordinance 745 Controlling Vehicular and Pedestrian Traffic; Providing Penalties

Whereas, the Vernonia City Council deems it necessary to amend certain sections of Ordinance 745, An Ordinance Controlling Vehicular and Pedestrian Traffic; Providing Penalties, adopted May 16, 2000.

Now, therefore, the City Council of the City of Vernonia ordains:

Section 1. Amendments: The following section shall be amended as follows:

Section 27. [Bicycles, Roller Skates, Skateboards, Sleds, etc.]

1. No person shall ride, or operate a bike or use roller skates, rollerblades, skateboards, scooters, skis, toboggans, sled, or similar devices on a street or sidewalk adjacent to Bridge Street between Weed Avenue and Adams Avenue; including Madison Avenue, Jefferson Avenue, Adams Avenue, Shady Lane and Maple Street.
2. No person shall ride or operate a bicycle, or use skis, toboggans, sleds or similar devices on any street, except as authorized, or except to cross at a crosswalk.
3. A person riding or operating a bicycle, or using a skateboard, scooter, roller skates, roller blades or similar devices on any other sidewalk shall yield the right-of-way to pedestrians, and shall slow down and give audible signals before overtaking and passing pedestrians. Courtesy and caution shall be used at all time when riding any of the above-described devices on a sidewalk not indicated in Number 1.
4. It is prohibited for a person riding or operating a bicycle or using a skateboard, scooter, roller skates, roller blades or similar devices to use public curbs, steps, or railings as a jump or apparatus for maneuvers. Any person who damages public or private property as a result of any violation of this section may be held responsible for the cost of repair. (Amended by Ordinance 764 July 2, 2001)

Section 2. Effective Date: Under the provisions of the City of Vernonia Charter of 1998, Chapter VIII, Section 32, the provisions of this ordinance shall become effective on the thirtieth (30th) day after its adoption and authentication.

Section 3. Recorder's Duties: The City Recorder is hereby directed, upon adoption and authentication, to number this ordinance as the next adopted ordinance of the City of Vernonia.

Read by title only for the first time this_____day of January, 2015 by the following vote:
Ayes:_____ Nays:_____ Abstain:_____ Absent: _____

Read by title only for the second time and passed this _____day of January 2015 by the following vote:
Ayes:_____ Nays:_____ Abstain:_____ Absent:_____

Signed by me, Josette M Mitchell, Mayor in authentication of its adoption this_____ day of January, 2015

_____
Josette M. Mitchell, Mayor

Attest:_____
Joann M Glass, City Recorder

WEEKLY DEPARTMENTAL UPDATES

JANUARY 09, 2015

ADMINISTRATION / UTILITY BILLING

- Utility clerk sent out bill's on 12/24/2014 to 958 customers for a total amount of 158372.12
- As of 1/9/2015 the outstanding balances were as follows:
  90 day 2,108.36
  60 day 8,306.14
  30 day 27,715.92
- Utilities shut offs will be on 1/22/2015

POLICE DEPARTMENT – VPD

- Statistics; The total number of calls for service and officer initiated activity in ***December 2014*** was ***315***. This includes the following;

17- Incident Reports

3 -Abandon 911
1- Assault
1- Attempt to Locate
1- Disabled Vehicle
1- Domestic-Cold
5- Foot Patrol
2- Hazard
4- Juvenile Issues
0- Missing Person
13- Phone Messages
0- Pursuit
1- Repossession
16- Suspicious Person
0- Threats
9 - Traffic Stops
5- Welfare Check

4-Arrests/Citations

1 - Abandon Vehicle
19- Agency Assist
1- Burglary
3- Disturbance
1- Drug Activity
1- Fraud Activity
0- Hit & Run
0- LEDS Activity
3- Noise Complaints
5- Premise Check
0-
0- Sex Crime
4- Suspicious Vehicle
1- Traffic Acc. No/Inj
1- Trespassing
2- Warrant Service

2- Alarms
7- Area Patrol
3- Civil Situations
0- Death Inv.
1- DUII Info.
0- Game Violation
4- Information
54- Miscellaneous
0- Nuisance
3- Prowler.
44- Report Follow-up
1- Suicide Threat
0- Stolen Vehicle
0- Traffic Acc. Inj
3- Unwanted Subject

5- Animal Calls
39- Assist Public
1 -Criminal Mischief
7 - Domestic-Hot
0- Endangering
2- Harassment
0- Intox. Subject(s)
0- MIP
2- Open Door
0- Property Found
16- Misc. Radio Calls
5- Suspicious Circ.
8- Thefts
0-Traffic Complaint
1- Violation of R.O.

- **January 1st, 2015 – January 08th, 2015 –** The total number of Calls for Service and Officer initiated activity was "69". Details of the weekly activities will be outlined "as above" in a monthly report. Statistics are compiled at the end of the month and the official data is not available until the following month. Therefore, the monthly reporting will always be for the previous month.

- **Reserve Officer Update:** Pending results of Medical & Psychological Evaluations.
- **Surplus Patrol Vehicles:** VPD will be accepting sealed bids on two patrol vehicles through February 13, 2015

FINANCE

- The Finance Director spent most of the week going through old files, sorting and reorganizing. This is a tedious project as all files must be reviewed to determine retention requirements and it hasn't been done for many years.
- Staff is still working to resolve the Library computer issues. Staff will present the latest proposal to Council at the next meeting.
- The server upgrade project is completed and the final cost was just under the estimate given by our IT provider. The upgrade will be good for at least three years. The upgrades must be done in order to ensure that all software updates and security is up to date.
- The Finance Director continues to work on the Waste Water Treatment Plan project documents. A meeting of all agencies involved with the project is scheduled for next week. There has been a change of staffing at Tetra Tech (the consulting engineering group) and there is a new project manager assigned to the project. He has over 20 years' experience and we are confident that he will do a good job for the City.
- The City's insurance provider has awarded the City $7,500 through their risk management incentive grant program to help pay for a security fence at "pump station #1" near the transfer station. This will eliminate the possibility of someone getting hurt on the property and deter vandalism that has occurred in the past.

PUBLIC WORKS

- Staff replaced wastewater pump and float controls at the water plant. The water plant is at too low of an elevation so all wastewater from the water plant and public works shop must be pumped to the sewer system.
- Staff continues to work on the water meter ground truthing.
- Modifications to raw water pump # 1 are complete now and it is back in service. Raw water pump # 2 will now get the same modifications so that both pumps are exactly the same. The modification required replacement of the intake check valve which is no longer available from the manufacturer.
- Staff replaced the roof on the public works oil storage shed. It was replaced with a metal roof.
- Staff installed a new water service on Knickerson loop.

PLANNING / BUILDING

- Planning Commission Vacancies: The Planning Commission is in need of two more members and welcomes any one that is interested in Land Development to apply for a position.
- The Building Department Building and Electrical Inspectors continue to process all applications in a timely manner.

LIBRARY

- Circulation Statistics: 1,978 items were checked out December 2014. *By comparison, 1,738 items were checked out November 2014 and 2,091 items were checked out December 2013.*

- New Members: 14 new library patrons in December 2014. Welcome!

- Library Director contacted the Portland Children's Museum to renew the library membership card that is set to expire at the end of January. Unfortunately, the Children's Museum has discontinued membership for all libraries so we will no longer be able to offer this service. This membership card has been purchased for many years by the Friends of the Library and has had regular use by families. Last opportunity to check out the Museum membership card: January 31, 2015. The library still offers a membership card to OMSI, please call or visit the library to make a reservation. The Portland Children's Museum has a new "Museum Access Program" which benefits families that are on some form of public assistance (WIC, free or reduced school lunch, etc.). Information on this program will be available at the library and is also available on the museum website.

- The library has new Picture Books and Board Books, funded by the Oregon State Library "Ready to Read" Grant. They are currently on display at the library, please check them out!

CITY CLERK / ADMINISTRATION

- The City Recorder had the privilege on January 5th at the first City Council meeting for 2015 to administer the Oath of Office to newly elected Josette Mitchell, as Mayor, for two more years, and Jill Hult and Mike Seager as City Councilor each serving for four years. Congratulations!

- The City of Vernonia will be hosting the first 2015 quarterly City/County Dinner for all County Officials on January 13, 2015 at the Scout Cabin. This is a time for all officials to come together to share what is happening in their city and support each other and this being the first meeting there will be the opportunity to meet those that have been newly elected.

CITY ADMINISTRATOR /ADMINISTRATION

- The City Administrator attended the Library Board Meeting. With the new Library Director recently taking the helm of the Department it was a good opportunity meet with the members of the Board, and to talk about incoming projects, future programs under consideration, and a comprehensive vision of the Library role in the community over the next 5 to 20 years.

- The City Administrator met the Parks and Recreation Committee's Chair (Scott Laird) to discuss upcoming projects. Focus was on improvements (Restrooms and Picnic Shelter) at Spencer Park; and final improvements to the new baseball field (Spencer Park). These items/projects will be presented to the City Council at the upcoming Council meetings.
- The City Administrator and Finance Manager met representatives of WSC Insurance. Tom BeLusko , Principal and Alycia Johnson discussed Risk Management Best Practices and Incentives and suggested some potential opportunities that the City could explore while maximizing its insurance program/coverage and minimizing risks and cost (Bonus Program). Among some of the potential Bonus Program were: Executive Risk Management Team (liability credit); On-Line learning (liability credit); Elected Officials Training (liability credit); Continuity of operations plan and agility (property credit) and Volunteer Management Program (Workers Compensation Credit).