



**CITY COUNCIL JUNE 18<sup>th</sup>, 2018 AGENDA**  
**REGULAR MEETING 7:00 PM**  
City Hall, 1001 Bridge St. Vernonia OR 97064

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**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.

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- 1. Call to Order and Pledge of Allegiance – Mayor Leonetti**
- 2. Additions or Corrections to Agenda**
- 3. Councilor Committee Meeting Reports**
- 4. Topics from the Floor/Audience Participation**
- 5. Consent Agenda for Approval**
  - A. City Council Meeting Minutes for May 21, 2018 ..... Pg. 1-3
  - B. City Council Meeting Minutes for June 4, 2018 ..... Pg. 4-7
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- 6. Unfinished Business**
  - A. DRAFT Greenman Field Grandstands Ground Lease & Bill of Donation ..... Pg. 12-23
- 7. New Business**
  - A. Airport Committee Recommendation – Park Host Electricity ..... Pg. 24
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- 8. Business from Departments**
  - A. Police Department – Chief Conner
  - B. City Administrator Report – J. Mitchell
- 9. Ordinances/Resolutions**
  - A. Resolution 09-18: South Columbia County Enterprise Zone ..... Pg. 26- 28
  - B. Resolution 10-18: Amending Resolution 14-08 The Master Fee Schedule ..... Pg. 29-37
- 10. Correspondence**
- 11. Items from Mayor and Councilors**
- 12. Action Item Summary**
- 13. Adjournment**

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CITY COUNCIL MAY 17<sup>th</sup>, 2018 **MINUTES**  
REGULAR MEETING 7:00 PM  
City Hall, 1001 Bridge St. Vernonia OR 97064

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**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.

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**Councilors in Attendance:** Mayor Leonetti, Councilor Hult, Councilor McNair, Councilor Seager and Councilor Wagner

**Staff in Attendance:** Sergeant Carnahan and City Recorder Borst

**Media Present:** Scott Laird, Vernonia Voice

**Call to Order and Pledge of Allegiance – Mayor Leonetti**

Mayor Leonetti called the meeting to order at 7:00 pm

**Additions or Corrections to Agenda**

City Recorder Borst requested that the Mayors report be first on the agenda in order to allow EMS personnel to leave if needed. Councilor Wagner made a motion to approve the agenda with the requested change. The motion was seconded by Councilor Hult.

Votes: Councilor Seager: Yes      Councilor Hult: Yes      Councilor Wagner: Yes  
      Councilor McNair: Yes      Mayor Leonetti: Yes

Motion carried.

**Presentations**

A. “Save the Grandstands” Group Update

Stacey Pelster and Rachel Organ, Intercultural Society of Vernonia, presented the slide show to Council (See File). Mayor Leonetti thanked the group for their effort on the project. Council then discussed the need to hold a work session to discuss the proposal. This will allow the City Attorney and staff to review the information. (Editor’s Note: Council took no action until later in the meeting. See Items from Mayor and Councilors)

**Mayors Report**

B. EMS Week Proclamation

City Recorder Borst read the Proclamation for Mayor Leonetti.

**Councilor Committee Meeting Reports**

Councilor Hult attended the Airport Committee meeting where they gained a new member. At the meeting they looked at the budget and talked about upcoming projects. The committee also expressed interest in potential updates for Ordinance 880.

Mayor Leonetti attended the Cemetery Committee Meeting. He explained that the committee is prepared for the Memorial Day Festival.

**Topics from the Floor**

*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.*

John Brewer, Grant Avenue, would like to know if Council has had a chance to review the letters from parties interested in leasing adjacent buy out properties. City Recorder Borst explained that Staff was still collecting letters and that she believes it will be an administrative decision, not Councils.

Dale Allen, Arkansas Avenue, reminded Council of the history of Greenman Field. He thanked Council for listening to the group and stated that if the two groups work together, they could turn it into something great.

### **Consent Agenda for Approval**

C. City Council Meeting Minutes for May 7<sup>th</sup>, 2018

D. Library Board Meeting Minutes for April 2018

E. Airport Committee Meeting Minutes for January 2018

Councilor Hult made a motion to approve the meeting minutes listed above, as presented. The motion was seconded by Councilor Wagner.

Votes: Councilor Seager: Yes      Councilor Hult: Yes      Councilor Wagner: Yes  
Councilor McNair: Yes      Mayor Leonetti: Yes

Motion carried.

### **Unfinished Business**

#### **New Business**

F. Library Recommendation – Surplus Items

City Recorder Borst presented the report to Council.

Councilor McNair made a motion approving the items for surplus and for staff to prepare a resolution for adoption at the next Council meeting. The motion was seconded by Councilor Wagner.

Votes: Councilor Seager: Yes      Councilor Hult: Yes      Councilor Wagner: Yes  
Councilor McNair: Yes      Mayor Leonetti: Yes

Motion carried.

G. Small City Allotment ODOT Paving Grant

City Recorder Borst presented the report to Council.

Councilor Seager made a motion to accept the small city allotment grant and to authorize the City Administrator to sign it. The motion was seconded by Councilor Wagner.

Votes: Councilor Seager: Yes      Councilor Hult: Yes      Councilor Wagner: Yes  
Councilor McNair: Yes      Mayor Leonetti: Yes

Motion carried.

H. City Council Letter of Support for CC Rider Grant

City Recorder Borst presented the report to Council.

Councilor Hult made a motion to approve the letter of support for Columbia County transfer and authorize City Council to sign it. The motion was seconded by Councilor Seager.

Votes: Councilor Seager: Yes      Councilor Hult: Yes      Councilor Wagner: Yes  
Councilor McNair: Yes      Mayor Leonetti: Yes

Motion carried.

### **Business from Departments**

Sergeant Carnahan explained that the new officer has started his AFTAP program (Field Training) in preparation for field training.

Mayor Leonetti comment on an incident he witnessed on highway 47 that may have included some road rage. Sergeant Carnahan stated that the department did not receive a call for the incident.

### **Ordinances/Resolutions**

### **Correspondence**

## **Items from Mayor and Councilors**

Councilor McNair stated that he hopes to convince Mike, whom works at the cemetery, to stick around.

Mayor Leonetti encouraged Council to look over the Greenman Field Grandstand proposal carefully. He suggested the City Administrator and City Attorney look it over prior to the Council work session. Councilor Hult and Wagner stated that they have several questions for the group. Consensus of the group is for Council and staff to discuss prior to sending to city legal. When the City Administrator returns, Council would like staff to schedule a work session to discuss the proposal.

Janice McGuire thanked Council for hearing the proposal. She would like to be notified of the work session so she can attend. City Recorder Borst explained that anyone who wants to can be added to the agenda mailing list. Mrs. McGuire expressed concern that delays on council's decision may jeopardize the group meeting the timeline set by Council. Councilor McNair explained that when Council voted, there was no deadline for the demolition to be completed. He added that funds were not budgeted for the demolition either. City Recorder Borst clarified for the group that the deadline was set for June 4<sup>th</sup> in order to allow Council to budget funds, prior to budget adoption, if the group was unable to develop a plan.

## **Action Item Summary**

### **Adjournment**

Mayor Leonetti adjourned the meeting at 8:10 pm

These minutes were approved at the June 18<sup>th</sup>, 2108 City Council Meeting.

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Stephanie Borst, City Recorder

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Mario Leonetti, Mayor



**CITY COUNCIL JUNE 4<sup>th</sup>, 2018 AGENDA**  
**REGULAR MEETING 7:00 PM**  
City Hall, 1001 Bridge St. Vernonia OR 97064

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**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.

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**Councilors in Attendance:** Mayor Leonetti, Councilor Hult, Councilor McNair and Councilor Seager

**Councilors Absent:** Councilor Wagner

**Staff in Attendance:** Police Chief Conner, Finance Director Handegard and City Recorder Borst

**Media Present:** Scott Laird, Vernonia Voice

**Call to Order and Pledge of Allegiance – Mayor Leonetti**

Mayor Leonetti called the meeting to order at 7:00 pm

**Additions or Corrections to Agenda**

Councilor McNair added to the agenda New Business B. Vernonia Lake Parking Issues.

City Recorder Borst presented a corrected Budget Appropriations page as the second page did not print on the original version.

Councilor Hult made a motion to approve the agenda with the addition and correction. The motion was seconded by Councilor McNair.

Votes: Councilor Seager: Yes

Councilor Hult: Yes

Councilor Wagner: Absent

Councilor McNair: Yes

Mayor Leonetti: Yes

Motion carried.

**Councilor Committee Meeting Reports**

Councilor Seager attended the Parks Committee meeting where they received a report on the Spencer Park trees. The Committee has a recommendation on the agenda. The Committee held an Airport Park walk thru which included discussing the new brochures. They also discussed vandalism at the new picnic shelter. The Park Grant presentation is scheduled for June 19<sup>th</sup>. The Committee expressed interest in repairing the roof on the play structure as well as irrigation for the Spencer Park fields.

Councilor McNair added that he worked with Mrs. Handegard to purchase water bags for the trees. They will continuously water the trees and will hopefully be installed tomorrow.

**Public Hearing – Adoption of FY 2018-2019 Budget, Tax Appropriations**

Councilor Hult opened the Public Hearing at 7:07pm

Proponents: None

Opponents: None

Neutral Testimony: None

Rebuttal: None

Councilor Hult closed the public hearing at 7:10pm

Councilor McNair explained that this was a good budget year where we focused on building reserve funds. He would like to thank the volunteers whom served on the budget committee, fellow Councilors, citizen participants, and staff.

**Topics from the Floor/Audience Participation**

Richard Stein, Parks Committee Member, presented Council with a brochure for Airport Park. The intent of the brochure is to direct overflow from Stubb Stewart State Park. He proposes a new sign be installed on Timber Road directing people to the park, ideally before the HWY 47 closure starts directing traffic down Timber Road. He would like to discuss the potential of renaming the park as he fears people aren't using the park as they associate it with noise form the Airport. The Parks Committee will discuss this at their next meeting. He stated that it is ultimately up to Council to decide if it is more important to keep the traditional name or to rebrand it.

Councilor McNair inquired as to how much it cost to develop the brochure. Mr. Stein explained that cost was low as he used his own printer paper and ink. He added that he is also working on new play structures for Anderson and Airport Park.

Brett Costley, Louisiana Avenue, gave kudos to the Budget committee for making the Reserve Funds priority. The School Budget Committee also made the same effort for the first time this year. He agrees with rebranding Airport Park. He stated that the bricks downtown and the Spencer Park trees look great. The newly installed trees have really improved the look of the park. He updated Council on the water fountain at the back of the lake, it is working now. Only negative thing he has to say is that fees are not being collected at the lake, which is already added to the agenda.

Councilors Hult and McNair responded that they are also happy with the new trees at Spencer Park.

**Consent Agenda for Approval**

**Unfinished Business**

**New Business**

**A. Parks Committee Recommendation – Airport Park Danger Tree Removal**

Parks Committee Chair, Scott Laird, presented the recommendation to Council. Councilor McNair offered to go assess the trees. He suggested that Corey Colburn may be interested in the trees.

Councilor McNair stated that the park host has been doing extensive work in the park and has created new camp sites. Mr. Laird stated that the Committee had discussed adding hike in only camp sites but didn't feel it was justified until the park was being more utilized. Mr. McNair explained that he suspects use of the park has decreased due to the economy and that people are able to afford going further to camp. Mr. laird stated that he thinks it will help to have the sites better marked with fire rings and picnic tables. Mr. Stein stated that he feels publicity will help as well. Councilor McNair noted that removing the trees during peak camping season shouldn't be an issue as removal should be quick. The only potential issue with timing is if the trees have a large canopy as they would require more clean up.

Councilor Seager made a motion for staff to pursue volunteer help to remove the trees and assure clean up is complete. The motion was seconded by Councilor McNair

Votes: Councilor Seager: Yes      Councilor Hult: Yes      Councilor Wagner: Absent  
Councilor McNair: Yes      Mayor Leonetti: Yes

Motion carried.

Councilor McNair noted that he does not want all of the clean up put on the park host.

**B. Vernonia Lake Parking Issues**

Councilor McNair presented the topic to Council. He explained that he has noticed a significant amount of people parking at the lake who do not have a park sticker or a day use pass. He has discussed with City Administrator Mitchell the potential of developing a flyer for the park host to place on the windshields of those who haven't paid. The flier would include directions for them to pay. He explained that the cost would be minimal and if we captured payment from half of those who aren't currently paying we would be money ahead.

Mr. Stein suggested putting a face on the flier as research shows that it helps. Mr. Costley noted that the fee sign is not very visible as well. Councilor McNair suggested that the City try distributing the flyers for a couple months to see if more revenue is collected. Councilor Seager agreed as he has also noticed people not paying. Chief Conner Suggested adding verbiage to the flyer that violators can be fined. He added that when available officers can run plates to see if violators are from in town and just need a sticker.

Councilor McNair made a motion for staff to develop a plan and implement a flyer program. The motion was seconded by Councilor Seager.

Votes: Councilor Seager: Yes      Councilor Hult: Yes      Councilor Wagner: Absent  
Councilor McNair: Yes      Mayor Leonetti: Yes

Motion carried.

**Business from Departments**

**C. Police Department – Chief Conner**

There were 5 applicants for the School Resource Officer position. Interviews are scheduled tomorrow. Once an applicant is chosen, the hiring process will start and is expected to move quickly. The department recently obtained a hummer at no cost. It does need a little work, but volunteers have offered to donate wiring work. The vehicle should help during high water events. Chief Conner has also started planning for Jamboree.

Councilor McNair stated that he has herd good reports about the new officer. The community seems to be aware that bugging him at home will drive him away.

Mayor Leonetti mentioned the reported vandalism at the new picnic shelter. City Recorder Borst explained that she was recently at the shelter and the vandalism is actually chalk drawings from a small child.

**D. City Administrator Report – J. Mitchell**

Councilor McNair reported that the Bio Domes have been installed. Finance Director Handegard stated that they cannot be tested until the lagoon is filled. She is unsure if they will be returning for the testing. Mr. McNair mentioned that the Bio Dome company was very impressed with the Public Works Committee and all of their work on the project.

**Ordinances/Resolutions**

**E. Resolution 07-18: Adopting the Fiscal Year Budget 2018-2019**

Councilor McNair made a motion to approve Resolution 07-18: A Resolution of the City Council of the City of Vernonia, Oregon adopting the fiscal year budget 2018-2019, making appropriations, imposing taxes, and categorizing the taxes for the fiscal year beginning July 1, 2018. The motion was seconded by Councilor Seager.

Votes: Councilor Seager: Yes      Councilor Hult: Yes      Councilor Wagner: Absent  
Councilor McNair: Yes      Mayor Leonetti: Yes

Motion carried.

**F. Resolution 08-18: Declaring Surplus Property**

Councilor Seager made a motion to approve Resolution 08-18: A resolution declaring certain real property of the City of Vernonia no longer needed for public use and authorizing sale of said property. The motion was

seconded by Councilor McNair.

Votes: Councilor Seager: Yes

Councilor Hult: Yes

Councilor Wagner: Absent

Councilor McNair: Yes

Mayor Leonetti: Yes

Motion carried.

## **Correspondence**

### **Items from Mayor and Councilors**

Councilor Seager attended the City County Dinner. He added that he just returned from a job in Florida yesterday.

Councilor Hult is scheduled for surgery this Friday. She does not anticipate missing any meetings.

Councilor McNair helped with the Memorial Day Event. Along with the Boy Scout group, Ben Fousek, Dale Webb, and Mr. McNair helped set up the flags. He noted that Mr. Fousek went out of his way for the event. The group is looking into building a trailer for the flag poles in order to make setting them up easier. Storing them on the trailer will also keep them in better condition. He noted that Mr. and Mrs. Mitchell also came and helped take them all down.

Chief Conner stated that the department may surplus a trailer that would work for the poles. Mr. McNair is welcome to go look at it to see if it would work.

### **Action Item Summary**

Staff will develop a plan for the parking flyers at the lake.

Staff will look into volunteer help to remove the danger trees at Airport Park.

### **Adjournment**

Mayor Leonetti adjourned the meeting at 7:59 pm

These minutes were approved at the June 18<sup>th</sup>, 2108 City Council Meeting.

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Stephanie Borst, City Recorder

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Mario Leonetti, Mayor



**CITY COUNCIL**  
**June 6, 2018 WORKSESSION**  
**Time: 6:30 pm**  
**City Hall, 1001 Bridge St. Vernonia, OR 97064**

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**Mission Statement**

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**MINUTES**

**Councilors in Attendance:** Mayor Leonetti, Councilor Hult, Councilor McNair, Councilor Seager and Councilor Wagner

**Staff in Attendance:** City Administrator Mitchell and City Planner Straite and City Recorder Borst

**Call to Order -- Mayor Leonetti**

Mayor Leonetti called the meeting to order at 6:30pm

**Additions or Removal of Agenda Items**

Councilor Seager made a motion to approve the agenda as presented. The motion was seconded by Councilor Hult.

Votes: Councilor Seager: Yes

Councilor Hult: Yes

Councilor Wagner: Yes

Councilor McNair: Yes

Mayor Leonetti: Yes

Motion carried.

**New Business**

- Greenman Field Grandstand Discussion

City Administrator Mitchell presented the reference documents to Council (See File).

Mrs. Mitchell explained that her understanding is that the group would have a ground lease with ownership of the grandstands. She explained that the agreement could be similar to the Vernonia Ridge Rider Agreement in that they get a set amount of days a year for use of the field without cost. Any days in addition, or reserved by other groups, would be at the standard rate. Stacey Pelster, Intercultural Society of Vernonia, expressed concern that predicting event dates that would utilize the field would be difficult. Mrs. Mitchell responded that the dates could be flexible. City Recorder Borst explained that the Scout Cabin is reserved thru the Scout Cabin group and then the fields are reserved thru the City. This is how the fields would be reserved by the public.

Mrs. Mitchell clarified for the group that the snack shack became the cities possession when we took possession of the property. The school has been leasing it back since. Fees for rental of the football field and snack shack will be put into the fee schedule. Mrs. Pelster stated that without use of the field and snack shack, paying for the grandstand's maintenance will not be feasible. Councilor McNair explained that giving the group a discount on reservation cost would not be fair to the community.

Councilor McNair and Mrs. Pelster discussed that the city currently owns the grandstands but should this agreement go thru, the Intercultural Society of Vernonia will own the structure.

Mrs. Mitchell explained that she has heard concerns from community members about parking for events at the site. Mrs. Pelster stated that the committee has discussed the potential of pay to park on city lots (Where the city would collect) as well as shuttling people from the school. She explained that parking spilling over into surrounding neighborhoods will be unavoidable but the benefit will outweigh the inconvenience.

Councilor McNair inquired about insurance and maintenance cost. He would also like to know if the group fails, if the City could then take it back and demo it.

Staff explained that the Scout Cabin and Health Center agreements have different default clauses. The Scout Cabin agreement states that the city could go after the director and officer of the Scout Cabin group to recover costs. Mrs. Pelster stated that the group will carry Officer and Director insurance.

Mrs. Pelster stated that the insurance quote is for 1 million per occurrence and 2 million aggregate. Events would carry their own insurance policy with the group named as additionally insured. Mrs. Mitchell explained that the Health Center carries a 2 million per occurrence and 4 million aggregate policy.

Rachael Organ inquired as to what the timeline would be for when the grandstands are required to be fixed. Mrs. Mitchell explained that the group could wait until funds are collected but would have to maintain insurance and keep it fenced in the meantime. Mrs. Pelster explained that they hope to have it completed by the first football game but could be as late as a couple years.

Councilor Hult inquired as to how the group plans to hold concerts. Mrs. Pelster explained that she anticipates event organizers to erect privacy fencing and a temporary stage.

The group then discussed the timeline for Council to make a decision and rescind the vote to demo if the vote is to move forward. Mrs. Pelster and Mrs. Organ explained that they cannot collect money from sponsors until the demolition is off the table. Council explained that until the agreement is drawn up, they will not entertain a vote to rescind the demo. Staff assured them that if sponsors call City Hall, staff will explain that the two entities are working together on the project.

Councilor Hult inquired as to how the group plans to keep volunteers active in the group. Mrs. Pelster explained that the group rotates board positions in order to prevent volunteer burnout. Currently they have a board of 5 members with a surplus of additional volunteers.

Councilor McNair inquired as to how utilities would be accounted for at the property. Staff explained that power use would be outlined in the lease. Additionally, utilities will be outlined in the master fee schedule as a fee for each reservable area.

There was concern that the maintenance estimates were too low. Mrs. Pelster explained that the handout should have stated \$4000/year in anticipated maintenance cost.

Vernonia Skate representative, Wendy Sears, expressed concern about venue parking and what parking will be available for the skate park. Mrs. Organ explained that, to prevent obstructing parking, the group can designate an entrance and parking for large Semi's that come in for events. Staff explained that all park parking is shared and that competing for parking will not be frequent. Mrs. Organ explained that she has inquired with ODOT and the Fire Department what safe attendance numbers would be but have not heard back. For large events, there is usually a shuttle service set up. This would enable utilization of school parking.

Mrs. Organ and Mrs. Pelster explained that large events are anticipated to have anywhere from jamboree size crowds to 10,000 people. Event organizers will bring in infrastructure to feed people, haul waste, and direct traffic. Events will still support local businesses.

Councilor Wagner inquired as to how the group anticipates to make money on events. Mrs. Pelster explained that ticket sales will have a percentage coming to support the grandstands. Staff added that depending on the event, there will also be a fee for repairing the fields.

Councilor Wagner commented that the Intercultural Society of Vernonia became so as the Chamber had difficulty with membership. She explained that a 501c3 must be active for a set number of years before qualifying for some grants. Mrs. Pelster thanked her for bringing this to her attention.

Council recessed for a 10 minutes break at 8:28 pm

Council returned from their break at 8:37 pm

The group then discussed items they would like included in the ground lease agreement.

City Administrator Mitchell proposed including an exhibit in the agreement outlining the ground lease area. The agreement would also include a bill of donation as the Scout Cabin Lease has. Mrs. Mitchell presented the Scout Cabin Lease #7 regarding parking. Council is in agreement.

Section #14 in the Scout Cabin lease would cover how Council could take possession of the structure if the group defaulted on the agreement. Mrs. Mitchell explained that she has discussed combining the two leases into a new version with the City Attorney.

Councilor Wagner inquired as to if the group would prohibit people from using the grandstands unless it was rented. Janice McGuire, Greenman Field group representative, explained that the intent is for the public to be able to use it. The group is not trying to close people out of the structure. Mrs. Mitchell explained that she would like to require lighting in the stands to reduce vandalism. Councilor McNair explained that Council is not trying to put up road blocks, rather they are trying to protect both entities. He added that maintenance should be included in the agreement.

Mrs. McGuire stated that they would like a stipulation that would allow time to fix in the event of a disaster. She also requests that Council not pursue legal action against the group if they were to default. Council explained that a timeline will be in the agreement which would allow for extended time if progress is being made.

Council is in favor of mimicking #2 Initial Term and Renewal Term(s) in the Scout Cabin lease. Council would also like to include the level of repairs needed in the agreement as outlined by the City Engineer.

The group then discussed the history of the grandstands not being maintained by the school during the ground lease. Donald Normand stated that the school is not currently maintaining the grounds as they should so have broken the lease. Mrs. Mitchell explained that the city is trying to be good partners so has given them leeway. Mrs. McGuire stated that the City may want to speak to the school as she was told by school officials that they were no longer in the lease.

Staff will bring a draft agreement to the City Council meeting on June 18, 2018 for Council to review. If approved, they will forward to the Intercultural Society of Vernonia.

- Airport Park Danger Trees

Councilor Hult made a motion to add to the agenda the Airport Park Danger Trees for discussion. The motion was seconded by Councilor Seager.

Votes: Councilor Seager: Yes

Councilor Hult: Yes

Councilor Wagner: Yes

Councilor McNair: Yes

Mayor Leonetti: Yes

Motion carried.

Councilor McNair explained to the group that he assessed the trees at the Airport as directed at the last Council meeting. Upon his review, he has deemed them too hazardous for volunteer removal. His recommendation is to hire a licensed and insured tree faller.

City Administrator Mitchell stated that she can have them assessed and draft a report for Council to take action on. She will have the arborist who trimmed the trees at Spencer Park come assess them.

**Adjournment**

Mayor Leonetti adjourned the meeting at 9:31 pm

These minutes were approved at the June 18th, 2108 City Council Meeting.

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Stephanie Borst, City Recorder

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Mario Leonetti, Mayor

**CITY OF VERNONIA**  
**CITY COUNCIL AGENDA ITEM**

**June 18<sup>th</sup>, 2018**

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**From:** Josette Mitchell, City Administrator  
**To:** Mayor and City Council  
**Re: Draft Ground Lease and Bill of Donation – Greenman Field Grandstands**

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**Agenda Item Summary:**

At the City Council work session held on June 6<sup>th</sup>, 2018, the City Council requested that staff bring back to them a draft ground lease agreement and bill of donation for the Greenman Field Grandstands. Staff reviewed the requests that Council had asked be in the lease agreement and is presenting a draft for review tonight.

**Attachments:**

- Bill of Donation – Grandstand Structure
- Draft Ground Lease between COV and ICSV

**Suggested Motion:**

## GREENMAN FIELD GRANDSTANDS GROUND LEASE

THIS GROUND LEASE (“Lease”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the following parties:

**PARTIES:** CITY OF VERNONIA (“Landlord”)  
1001 Bridge Street  
Vernonia, OR 97064

and

THE INERCULTURAL SOCIETY OF VERNONIA, INC., (“Tenant”)  
an Oregon non-profit corporation  
1001 Bridge Street  
Vernonia, OR 97064

### RECITALS

- A. Landlord owns fee title to the real property as described in the attached **Exhibit “A.”**
- B. There is a portion of the above referenced real property that contains the Greenman Field Grandstands structure as described in the attached **Exhibit “B.”**
- C. City has donated the personal property consisting of the Greenman Field Grandstands structure (“Grandstands”) to Tenant.
- D. Landlord desires to lease to Tenant only that certain portion of the real property which contains the Grandstands (the “Property”) as described in Exhibit “B,” which does not include the area where concession stands are located or the field area in front of the Grandstands where events are held (“Event Area”).

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 \_\_\_\_\_, 2018, (the “**Commencement Date**”). The lease term shall be for five (5) years (plus the partial month, if any, in which this Lease commences), unless sooner terminated or extended as provided in this Lease. After the initial five (5) year term, this lease will be renewable on written agreement of the parties for additional periods of five (5) years each; however, this Lease shall not continue for an aggregate period in excess of ninety-nine (99) years.

**1.3 Termination by Tenant or Landlord.** Either party may terminate this Lease upon 90 days notice to the other party.

**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 \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per year, in advance (the "rent" or sometimes referred to as the "base rent"). Rent for the first year of the 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 subsequent years shall be paid on or before the yearly anniversary of the Commencement 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 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.

## **3. Use of Property**

**3.1 Permitted Use.** Tenant shall use the Property for the benefit of the community of Vernonia (e.g., youth activities, athletics, special events), and all reasonably related and ancillary purposes consistent with such primary use, and in accordance with all applicable Legal Requirements (as defined below). If Tenant proposes to change the use of the Property, Tenant will not do so without first obtaining the prior consent of Landlord to such change in use, which consent may be withheld in Landlord's sole discretion.

**3.2 Use of Event Area.** Tenant may be allowed use of the Event Area as follows:

**3.2.1** Tenant shall provide Landlord with a schedule of dates Tenant desires to use the Event Area by the \_\_\_\_ day of \_\_\_\_\_ in the current year, to reserve the Event Area for those dates in the following year.

**3.2.2** Tenant shall provide proof that the insurance required in Section 5 of this Lease includes coverage for use of the Event Area.

**3.2.3** If Tenant desires to use the Event Area on dates that were not provided in the previous year, Tenant may request additional dates; however, Landlord does not guarantee that any request may be granted due to conflicting schedules, inadequate notice, or other complications.

**3.2.4** Tenant shall adhere to all City of Vernonia rules regarding use of City facilities. After any use of the Event Area by Tenant, Tenant shall clean the Event Area, leaving it free of debris, trash, or damage.

**3.2.5** Tenant shall pay for use of the Event Area in accordance with the City of Vernonia Master Fee Schedule as adopted and updated by the City of Vernonia City Council.

**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 Access by City.** City shall have the right to enter upon the Property in the normal course of performing its municipal functions.

**3.5 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.

**3.6 Hazardous Substances.** Landlord represents and warrants that, as of the date of this Lease, no hazardous substances have been generated, released, stored or deposited over, beneath, or on the Property from any source whatsoever by Landlord, its agents, independent contractors or invitees, other than Permitted Products (as defined below).

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 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”). However, the foregoing requirements and limitations will not apply to products such as landscape fertilizer, cleaning and other products and materials that are in ordinary quantities and customarily used in the cleaning, maintenance and operation of residential and commercial facilities (the “Permitted Products”), but each party will in any event cause any Permitted Products to be held or used in accordance with all applicable Environmental Laws.

#### **4. Improvements; Maintenance; Taxes; Utilities**

**4.1 Improvements.** Any improvements desired by Tenant for their intended use are the sole responsibility of Tenant, as determined by Tenant, including without limitation, the costs for constructing any site improvements to the Property to allow the Property to be used for its intended purpose.

**4.2 Maintenance.** 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 Property Tax Exemption.** The rental for this Lease has been established to reflect the savings below market rent resulting from the exemption from taxation based upon the utilization of the Property by Tenant for nonprofit tax exempt purposes, on the basis that the Property leased to Tenant should qualify for a property tax exemption under ORS Chapter 307, or otherwise under Oregon law. Landlord shall be responsible for applying for the exemption each year and Tenant agrees to mutually co-operate on any other action necessary to secure or maintain the applicable tax exemption. For any lease year in which the property does not qualify for the tax exemption, 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. Tenant may require Tenant’s sublessor(s) to make the tax payment. For any partial lease year for which Tenant or Tenant’s sublessor(s) has made the tax payment, the amount of taxes paid shall be prorated and Landlord shall reimburse Tenant for its portion of the taxes.

**4.4 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.

**4.5 Utilities.** Tenant will be responsible for causing to be paid all charges for services and utilities incurred in connection with the use, occupancy and operation of the Property, including (without limitation) charges for electricity, gas, water and sewer.

**5. Insurance; Indemnification**

**5.1 Liability Insurance.** Tenant (as to the Property, during the Term) shall continuously maintain, at its expense, commercial general liability (“CGL”) insurance with a combined single limit initially of \$2,000,000.00 or such greater amount approved by the parties as may from time to time customarily be furnished by tenants under comparable leases.

**5.2 Form of Insurance.** All policies may be part of blanket coverage relating to properties owned or leased by Tenant. Tenant will deliver to Landlord certificates of such insurance coverage prior to or concurrent with obtaining possession of the Property and thereafter, as to policy renewals, Tenant will deliver to Landlord certificates of coverage (or other confirmation of arrangements for coverage) within 15 days prior to the expiration of the term of each such policy. All insurance shall provide for thirty (30) days written notice to Landlord prior to cancellation, non-renewal or material modification.

**5.3 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 Property 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 Property 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 Property regardless of whether Tenant or Landlord is at fault. The Tenant’s duty of indemnification shall survive the termination of this lease.

**6. Condemnation and Destruction**

**6.1 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. The net condemnation proceeds shall be divided between Landlord and Tenant in proportion to the value of their respective interests in the Property immediately prior to the taking. If only a portion of the Property is taken and this Lease is not terminated, then (i) Tenant shall use the condemnation proceeds to make necessary repairs and alterations to the Property to permit Tenant to continue its operations thereon, and (ii) the remaining balance, if any, of the condemnation award attributable to the Property shall be divided between Landlord and Tenant in proportion to the value of their respective interests in the Property immediately prior to the taking.

**6.2 Destruction.** If the Grandstands are partially destroyed in a manner that prevents the continued use of the Grandstands by Tenant in a normal manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction (or within six (6) months after the occurrence of a devastating event such as a flood), Tenant shall repair the Grandstands. If Tenant fails to repair within the above stated time, Landlord shall have the option to condemn the Grandstands and this Lease shall be terminated upon sixty (60) days written notice of such event or condition by either party.

**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 Lack of Use.** Failure of Tenant to use the Grandstands for an event for a period exceeding (60) days.

**8.3 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.

**8.4 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.

**8.5 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 hereunder, Landlord shall have the right to terminate this Lease and retake possession of the Property and Grandstands without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages.

**9.2 Re-letting.** Following reentry or abandonment, Landlord may re-let the Property and Grandstands, and in that connection may make any suitable alterations or refurbish the Property or Grandstands, or both, or change the character or use of the Property or Grandstands, 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 Grandstands, 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 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 12 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. The Parties shall not 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 Proration of Rent.** If this Lease starts or ends during a rental period, the rent (including taxes and any other charges) shall be prorated as of such date. Upon termination other than for default, prepaid rent shall be refunded, if applicable.

**10.3 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.

**10.4 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.

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

**10.6 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.

**10.7 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.

**10.8 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.

**10.9 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.

**10.10 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.

**10.11 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.

**10.12 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.

**10.13 Recording; Quitclaim.** Tenant shall not file or record this Lease without the specific prior written consent of Landlord, but the parties may execute a good and sufficient memorandum of lease for purposes of recording in a form acceptable to 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.

**10.14 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.

**10.15 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.

**10.16 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.

**10.17 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.

**10.18 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.

**10.19 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 Ground Lease to be duly executed by a person or officer thereunto duly authorized as of the date and year first above written.

[Signature blocks on next page]

**LANDLORD:**

**CITY OF VERNONIA**

By: \_\_\_\_\_  
Josette Mitchell (Date)  
City Administrator

**TENANT:**

**INTERCULTURAL SOCIETY OF VERNONIA, INC.**

By: \_\_\_\_\_  
Name: (Date)  
Title:

DRAFT

**BILL OF DONATION**

The City of Vernonia (“City”), located at 1001 Bridge Street, Vernonia, Oregon 97064, does hereby donate, assign and transfer all its right, title and interest in that certain personal property known as the Greenman Field Grandstands, currently located at \_\_\_\_\_, Vernonia, Oregon (the “Grandstands”), unto The Intercultural Society of Vernonia, Inc., (“Society”), its successors and assigns forever.

City is donating the Grandstands to Society for the use and benefit of the community of Vernonia (eg. youth activities, athletics, and special events). In accepting this donation, Society shall be responsible for any renovation, maintenance, and operation of the Grandstands. To the extent permitted by law, Society agrees to indemnify, hold harmless and defend City from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which City may suffer or incur in connection with Society’s ownership, use or misuse of the Grandstands, except as such indemnification may be limited under that certain Real Property Grandstands Lease between City and Society dated contemporaneously herewith.

City warrants that the Grandstands is being transferred to Society free and clear of any liens and encumbrances. The Grandstands is being transferred to Society on an “AS IS, with all faults” basis. City makes no warranties, express or implied (except as specifically stated above).

This transfer is effective as of July \_\_\_\_, 2018

City of Vernonia

By: \_\_\_\_\_  
Josette Mitchell, City Administrator

The Intercultural Society of Vernonia, Inc.

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

Name/Title: \_\_\_\_\_

June 1, 2018

To: Vernonia Mayor, Vernonia City Council,

From: Vernonia Airport Committee

**Re:** Airport Park Host Electricity

The Airport Committee, at the May 14, 2018 committee meeting recommends by majority vote 4-0.

Vernonia Airport Committee made the recommendation that the Airport Caretaker pay the electric bill for the months of December, January, February and March.

Georgeanna Seager (Committee Secretary)

**CITY OF VERNONIA**  
**CITY COUNCIL AGENDA ITEM**

**June 18, 2018**

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**From:** Stephanie Borst  
**To:** Mayor and City Council  
**Re: City Administrator Evaluation**

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**Agenda Item Summary:**

It is once again time to schedule a Special Meeting for Council to hold their performance evaluation for the City Administrator, Josette Mitchell. This will be an executive session with the first meeting being attended only by Council. Once Council has completed their portion, they will schedule a meeting at which Mrs. Mitchell will be invited.

Council's action item for tonight is to schedule the first meeting. Additionally, please complete your individual performance evaluation paper work prior to the meeting. This paper work has been distributed to you tonight.

**Attachments:**

N/A

**Suggested Motion:**

There is no motion needed, only scheduling the meeting.

## RESOLUTION NO. 09-18

A Resolution of the City of Vernonia authorizing designation of the South Columbia Enterprise Zone

**WHEREAS**, the South Columbia County Enterprise Zone has six (6) co-sponsors, the City of St. Helens, the City of Scappoose, the City of Columbia City, the City of Vernonia, the Port of St. Helens, and Columbia County offering economic incentives through property tax relief to businesses and industries providing capital investments resulting in job growth; and

**WHEREAS**, the Executive Director of the Columbia County Economic Team has been designated as manager of the South Columbia County Enterprise Zone; and

**WHEREAS**, the municipal corporations, school districts and special service districts within the South Columbia County Enterprise Zone that receive operating revenue through the levying of ad valorem taxes on real and personal property in any area of this enterprise zone were sent notice on April 11, 2018 and invited to a public meeting on May 8, 2018 regarding its designation, in order for the co-sponsoring governments to effectively consult with the other local taxing districts; and

**WHEREAS**, the South Columbia County Enterprise Zone has a total area of 14.349 square miles; it meets other statutory limitations on size and configuration, and it is depicted here on a drawn-to-scale map (Attached); and

**WHEREAS**, the co-sponsors shall fulfill their duties and implement provisions under ORS 285C.105 or elsewhere in ORS Chapter 285C and related parts of Oregon Law, including but not limited to appointing a local enterprise zone manager, and to preparing a list or map of local, publically owned lands and buildings in this enterprise zone for purposes of ORS 285C.110; and

**WHEREAS**, designation of this enterprise zone does not grant or imply permission to develop land inside it without complying with jurisdictional zoning, regulatory and permitting processes and restrictions; nor does it indicate and intent to alter those processes or restrictions, except as otherwise done in accordance with Comprehensive Plans as acknowledged by the State of Oregon Land Conservation and Development (LCDC); and

**WHEREAS**, the availability of enterprise zone exemptions to businesses that operate hotels, motels or destination resorts would help diversify local economic activity and facilitate the expansion of accommodations for visitors, who in turn will spend time and money in the area for business, recreation or other purpose; and

**WHEREAS**, the co-sponsors are interested in encouraging new business investment, job creation, higher incomes for local residents and greater diversity of economic activity; and

**WHEREAS**, the co-sponsors appreciate the impacts that the designated enterprise zone would have and the property tax exemptions that eligible firms might receive therein.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Vernonia does hereby jointly in cooperation with the other co-sponsors re-designate the South Columbia County Enterprise Zone, the boundary and area of which are described in the exhibits, and that the Executive Director of the Columbia County Economic Team shall be re-appointed as local zone manager for the South Columbia County Enterprise Zone, and that the Columbia County Economic Team (CCET) is authorized to submit documentation of this enterprise zone re-designation to Oregon Department of Business Development (OBDD) on behalf of the zone sponsor for purposes of a positive determination in favor under ORS 285C.074, and that r201e-designation of this enterprise zone takes effect on July 1, 2018, or later as so stipulated by OBDD in its determination pursuant to any revision and resubmission of documentation,.

Introduced and adopted the 18<sup>th</sup> day of June, 2018 by the following vote:

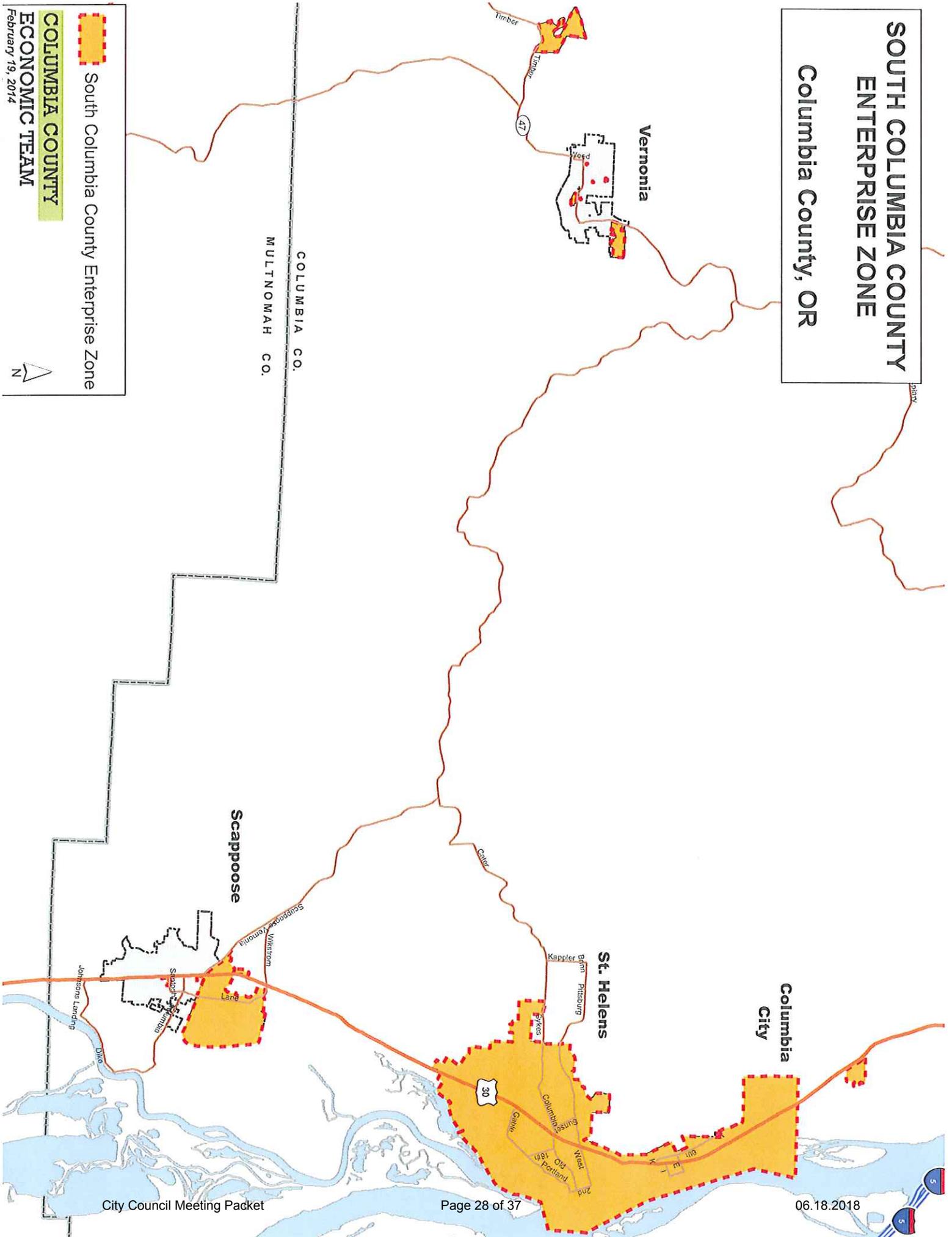
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_

Signed by me, Mario P. Leonetti, Mayor, in authentication of its adoption this 18<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Mario P. Leonetti, Mayor

Attest: \_\_\_\_\_  
Stephanie Borst, City Recorder

**SOUTH COLUMBIA COUNTY  
ENTERPRISE ZONE**  
Columbia County, OR




 South Columbia County Enterprise Zone  
**COLUMBIA COUNTY**  
**ECONOMIC TEAM**  
 February 19, 2014

**RESOLUTION NO. 10-18**

**A RESOLUTION AMENDING RESOLUTION 14-08, THE MASTER FEE SCHEDULE, AMENDING CAMPING FEES, WATER CONNECTION FEES, CEMETERY FEES, AND UTILITY RATE FEES FOR THE CITY OF VERNONIA**

**Whereas**, the City Council has adopted Resolution 14-08, a master fee resolution; and

**Whereas**, the master fees resolution needs to be amended to reflect the correct fees for Camping Fees, Water Connection Fees, Cemetery Fees and Utility Rate Fees.

**IT IS HEREBY RESOLVED** by the City Council of the City of Vernonia, Oregon that the master fee resolution be amended as shown on attachment Exhibit A.

**This resolution shall become effective upon adoption by the Vernonia City Council**

Introduced and adopted the 18<sup>th</sup> day of June by the following vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_

Signed by me, Mario Leonetti, Mayor, in authentication of its adoption this  
18<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Mario Leonetti, Mayor

Attest: \_\_\_\_\_  
Stephanie Borst, City Recorder

**RESOLUTION NO. 14-08**

**A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR THE CITY OF VERNONIA AND RESCINDING SEPARATE RESOLUTIONS SETTING FEES**

IT IS HEREBY RESOLVED, by the City Council of the City of Vernonia, Oregon, that the following Resolutions are rescinded: Resolution 02-03, Setting Rates for Parks Maintenance and Utility Fees; Resolution 20-05, Setting Miscellaneous Administrative Fees; Resolution 15-07, Setting Water Rates for Users Within and Without the City of Vernonia; Resolution 10-07, Setting Fees for Parks; Resolution 13-04, Setting the Sewer Rates for Users Within and Without the City of Vernonia; Resolution 01-07, Setting Administrative and Planning Fees for the City of Vernonia; Resolution 15-04, Setting Library Miscellaneous Fees and Annual User Fees for Patrons Outside Vernonia City Limits; Resolution 20-04; Setting Fees for Processing Liens; Resolution 21-04; Setting Fees for Processing Liens; Resolution 14-05; Setting Fees for Bulk Water Rate; Resolution 01-03; Establishing Fees for Various Services or Activities; Resolution 03-07; Resolution Relating to Vernonia Memorial Cemetery, Amending Resolution 01-06; Resolution 20-06 Resolution Setting the Sewer Rates for Users Within and Outside the City of Vernonia, Oregon and Repealing Resolution 13-04; Resolution 16-06 A Resolution Amending Resolution 17-05 Updating System Development Charges for Water, Wastewater, Stormwater, Parks, and Streets Pursuant to Ordinance No. 756, to become effective September 5, 2006.

IT IS HEREBY FURTHER RESOLVED, by the City Council of the City of Vernonia, Oregon, that commencing ~~October 17, 2016~~, June 18, 2018 and from that time thereafter or until further changes are made, the rates to be charged for all city fees shall be at rates as set forth below:

**1. Parks Maintenance and Utilities.** The following fees established for parks maintenance and utilities shall be included as a separate fee on the regular water bill and will be billed as follows:

Each residential and non-residential water account will be billed a total of \$2.00 per month for all of their water accounts. People with more than one water account must complete an application to reduce their total bill to the \$2.00 limit.

**2. Parks Day Use/Annual Fee (20 minutes or longer-Vernonia Lake, Anderson, & Airport Parks).**

- A. Day Use \$5.00
- B. Family Annual Pass \$35.00
- C. Senior Annual Pass \$25.00
- D. Kids under 18 Exempt
- E. Vernonia Residents living in city limits or having a city water account are exempt from day use and annual pass requirements because a Parks fee is assessed through water bill.
- F. Campsite w/full RV Hookups
  - 1) Regular nightly rate \$30.00
  - 2) Extended Work Stay -monthly rate(actual stay must be exact increments of 30 days and must be approved by Park Host; additional days under or beyond full 30 days charged at regular nightly rate)  
\$500.00 \$850.00 for Oct 1 to Mar 31  
\$750.00 for Apr 1 to Sep 30
- G. Campsite (RV) without hookups: \$20.00
- H. Campsite primitive at Anderson Park \$15.00
- I. Campsite primitive at Airport Park ~~\$15.00~~ \$20.00

- J. Campsite primitive at Vernonia Lake \$10.00
- K. Campsite Primitive at Vernonia Lake with Vehicle Parking \$15.00
- L. Each additional vehicle per campsite per night \$ 7.00
- M. Non-refundable campsite deposit Equal to one night's stay
- N. Sewage dump (no fee for Vernonia sewer patrons- must show proof): \$10.00

**3. Exclusive Use Fees.**

- Class 1: City Sponsored Events
- Class 2: Vernonia Youth Serving Groups or Activities
- Class 3: All Other Groups, Organizations, and Individuals

**Exclusive Use Park Facility Fees**

Fees are for the rental of 4-hour	Class 1	Class 2	Class 3
Anderson Park Picnic Shelter	No Fee	\$25.00	\$50.00
Hawkins Park Group Event	No Fee	No Fee	\$100 first 4 \$50.00 addtl.4
Hawkins Park Gazebo Shelter	No Fee	\$25.00	\$50.00
Spencer Park Group Event	No Fee	No Fee	\$100 first 4 \$50.00 addtl.4
Spencer Park Picnic Shelter	No Fee	\$25.00	\$50.00

\*\*Refundable Cleaning Deposit for picnic areas: \$50.00

**Exclusive Use Horse Arena Fees**

Fees are by listed time period	Class 1	Class 2	Class 3
Horse Arena (4-6 hr. use)	No Fee	TBD	\$75.00
Horse Arena (Full day)	No Fee	TBD	\$150.00
Horse Arena (Full Weekend)	No Fee	TBD	\$250.00

**Exclusive Use Primitive Group Camp Fees**

Fees are per night	Class 1	Class 2	Class 3
Primitive Group Camp Airport Park	No Fee	\$60.00	\$150.00
Primitive Group Camp Anderson Park	No Fee	\$60.00	\$150.00
Primitive Group Camp Vernonia Lake	No Fee	\$40.00	\$75.00

**Exclusive Use Sports Field Fees**

Fees are for the rental of 4-hour	Class 1	Class 2	Class 3
Spencer Park Fields	No Fee	Season Rate \$150.00 per sport	\$100
Hawkins Park Field	No Fee	Season Rate \$150.00 per sport	\$100
Tournaments	No Fee	\$150.00/up to 2 days	\$150 per day

\*\*Vernonia Youth Sports Leagues are exempt from fees designated herein, as they shall pay a flat season rate per sport for regular practices and games for maintenance and operation of sports fields through the Vernonia Booster Association or other similar groups.

**4. Water Billing.**

- A. Each water service account shall pay a water rate of ~~\$29.30~~ \$30.70 per month multiplied by the meter multiplier by water meter size. (Amended by Res. ~~05-17~~ 10-18)

B. Each water service account shall pay a loan payment fee of \$9.50 multiplied by the meter multiplier by water meter size. (Amended by Res. ~~05-17~~ 10-18)

C. Each water service account shall pay a consumptive rate of ~~\$3.00~~ \$1.80 per 1,000 gallons of water consumed ~~beyond the water allowance.~~ (Amended by Res. 05-17)

~~1. Each water service account is allotted a water allowance of 2,000 gallons multiplied by the meter multiplier. (Amended by Res. 05-17)~~

Meter Size (Inches)	Meter Multiplier	Water Rate	Water Loan	<del>Water Allowance (gallons)</del>
<del>5/8</del> 3/4	1	\$ <del>29.30</del> <u>30.70</u>	\$ 9.50	<del>2,000</del>
1	1.4	\$ <del>41.02</del> <u>42.98</u>	\$ 13.30	<del>2,800</del>
1.5	1.8	\$ <del>52.24</del> <u>55.26</u>	\$ 17.10	<del>3,600</del>
2	2.9	\$ <del>84.97</del> <u>89.03</u>	\$ 27.55	<del>5,800</del>
3	11	\$ <del>322.30</del> <u>337.70</u>	\$ 104.50	<del>22,000</del>
4	14	\$ <del>410.20</del> <u>429.80</u>	\$ 133.00	<del>28,000</del>
6	21	\$ <del>615.30</del> <u>644.70</u>	\$ 199.50	<del>42,000</del>

(Amended by Res. ~~05-17~~ 10-18)

D. Application Fee or Turn On/Off per meter size and base rate:

A. New Application Fee or Turn On/Off Fee: \$35.00

B. Security Deposit per meter size as per following table:

Meter Size (inches)	New Application Fee	Security Deposit
<del>5/8</del> 3/4	\$ 35.00	<del>\$120.00</del> <u>\$115.00</u>
1	\$ 35.00	<del>\$168.00</del> <u>\$161.00</u>
1.5	\$ 35.00	<del>\$216.00</del> <u>\$207.00</u>
2	\$ 35.00	<del>\$348.00</del> <u>\$333.50</u>
3	\$ 35.00	<del>\$1320.00</del> <u>\$1265.00</u>
4	\$ 35.00	<del>\$1680.00</del> <u>\$1610.00</u>
6	\$ 35.00	<del>\$2520.00</del> <u>\$2415.00</u>

E. Late payment charges

6% of Water and Sewer Rate

F. Hook Up Fees

1 inch Water Connect \$1,050.00-1550.00

2 inch Water Connect \$1,500.00-2500.00

G. Outside City Hook Up Fees

1 inch Water Connect \$1,600.00-2100.00

2 inch Water Connect \$2,450.00-3450.00

(Larger pipes by special arrangement with the city)

H. After hours service calls

In city \$50.00

Outside city \$70.00

I. Meter test charge

Inside or outside city

\$40.00

**5. Sewer Billing.**

- A. Each residential or commercial unit shall pay ~~\$23.95~~ \$26.65 sewer base rate per month times meter size multiplier.
- B. Each residential or commercial unit shall pay sewer loan repayment fee of ~~\$55.27~~ \$44.75 per month times meter size multiplier.
- C. Each residential or commercial unit shall pay sewer consumption charge of ~~\$2.31~~ \$2.45 per 1,000 gallons per month based on customer “winter time average.”

Winter time average is the average based on water usage in the months of November, December, January, and February. “Winter time average will be recalculated in March of each year to be used for the following year.

Meter Size (inches)	Multiplier	Sewer Base Rate	Sewer Loan Repayment	Consumption Charge	TOTAL
<del>5/8</del>	<del>1</del>	<del>23.95</del>	<del>55.27</del>	<del>2.31 per 1000 gal.</del>	<del>79.22</del>
3/4	1	<del>23.95</del> <u>\$26.65</u>	<del>55.27</del> <u>\$44.75</u>	<del>2.31</del> <u>2.45</u> per 1000 gal.	<del>79.22</del> <u>\$71.40</u>
1	1.667	<del>39.92</del> <u>\$44.43</u>	<del>92.13</del> <u>\$74.60</u>	<del>2.31</del> <u>2.45</u> per 1000 gal.	<del>132.05</del> <u>\$119.03</u>
1.5	3.333	<del>79.85</del> <u>\$88.82</u>	<del>184.21</del> <u>\$149.15</u>	<del>2.31</del> <u>2.45</u> per 1000 gal.	<del>264.06</del> <u>\$237.97</u>
2	5.333	<del>127.76</del> <u>\$142.12</u>	<del>294.75</del> <u>\$238.65</u>	<del>2.31</del> <u>2.45</u> per 1000 gal.	<del>422.51</del> <u>\$380.77</u>
3	10.667	<del>255.52</del> <u>\$284.28</u>	<del>589.86</del> <u>\$477.35</u>	<del>2.31</del> <u>2.45</u> per 1000 gal.	<del>845.38</del> <u>\$761.63</u>
4	16.667	<del>399.25</del> <u>\$444.18</u>	<del>921.18</del> <u>\$745.85</u>	<del>2.31</del> <u>2.45</u> per 1000 gal.	<del>1320.43</del> <u>\$1190.03</u>

C. Hook Up Fee:  
Sewer Connection \$ 1250.00

**6. Administrative and Planning Fees.**

**Deposits include base fee plus actual cost per fee schedule**

- A. Hourly rates:
  - City Administration \$50.00
  - Public Works Superintendent \$45.00
  - Public Works Foreman \$40.00
  - Police Chief \$45.00
  - City Recorder \$30.00
  - Customer Service Manager \$20.00
  - Finance Officer \$40.00
- B. Consulting Fees
  - Attorney Services \$200.00 per hour
  - Engineering Services \$150.00 per hour
  - Planning Consultant Services \$ 75.00 per hour
  - Engineering Services \$200.00 per hour
  - GIS Services \$ 42.00 per hour
- C. Land partition fees
  - Subdivision

Preliminary Plat Plan	\$800.00 + \$10/lot
Final Subdivision Plat	\$400.00 + \$10/lot
Major Land Partition	
Preliminary Review	\$500.00
Final Map Review	\$400.00
Minor Land Partition	\$400.00
Lot Line Adjustment	\$300.00
D. Development Plan Review	
Planned Unit Development	\$1,500.00
Residential Zone Development	\$500.00
Commercial Zone Development	
Industrial Zone Development	\$500.00
E. Conditional Use Permits	
Residential Zones (LD, R, and GR)	\$500.00
Commercial Zones (GC)	\$500.00
Industrial Zone (LI)	\$500.00
Mobile Home Park	\$500.00 + \$10/lot
Minor Alteration of CU Permit	\$350.00
Home Occupations	\$300.00
Inhabiting A Travel Trailer Permit	\$100.00
F. Variance	
Requests for Variances	\$500.00
Exceptions	\$500.00
G. Flood Plain Permits	
Flood Plain Development Permit	No Fee
H. Appeals	
From Administrative Decision	\$500.00
From Planning Comm. Decisions	\$500.00
I. Site Development Review	
Type I Site Development Review	\$300.00
Type II Site Development Review	\$500.00
Type III Site Development review	\$500.00 Deposit
J. Home Occupation & Temporary Use;	
Type I	\$ 50.00
Type III (notice)	\$150.00
K. Amendment to Code/Plan/Map	\$1250.00
L. Public Improvement Fees	
Right-of-Way Permit Fees	\$200.00
Driveway Permit Fees	\$200.00
Grading/Erosion/Culvert Fees	\$200.00
Administrative Fee	\$200.00
M. Other planning fees when two or more reviews are required for a land use action, then the higher fee is charged or the fee will be equal to the actual cost of reviewing the request, whichever is greater.	
Annexations	\$500.00
Street or Alley Vacations	\$500.00
Pre-Application Conference	\$150.00 (deposit)
Accessory Building or Use	\$ 50.00
Administrative Approval or Action	\$100.00
Non-Conforming Use Modification	\$300.00

Revise or Amend Approval Plan	50% of original fee
Time or Expiration Extension	\$100.00
Sign Permit	\$50.00
Unlisted or Similar Use	\$100.00

**N. Business License Fees**

Business License fee for business owners residing within the City limits

<del>July 1 through June 30<sup>th</sup> Full Year</del>	<del>\$60.00</del>
<del>July 1<sup>st</sup> through Dec. 31<sup>st</sup> Half Year</del>	<del>\$30.00</del>
<del>Jan. 1<sup>st</sup> through June 30<sup>th</sup></del>	<del>\$30.00</del>

Business License fee for non-residents:

<del>July 1<sup>st</sup> through June 30<sup>th</sup> Full Year</del>	<del>\$80.00</del>
<del>Jan. 1<sup>st</sup> through June 30<sup>th</sup> Half Year</del>	<del>\$40.00</del>
<del>July 1<sup>st</sup> through Dec. 31<sup>st</sup></del>	<del>\$40.00</del>

**O. Copies**

8 ½ x 11	
Single Side	\$0.25 per page
Double Sided	\$0.30 per page
11 x 17	
Single Side	\$0.30 per page
Double Sided	\$0.45 per page

**7. Library Fees.**

A. User fees for Library Patrons outside Vernonia city limits - Annual Fee of \$25.00

B. Late Payment Charges.

Books & Audio	\$0.10 per day
Video/DVDs	\$0.50 per day
Periodicals	\$0.05 per day

**8. Fees for Liens.**

A. Administrative Fee to Process Lien	\$15.00
B. Lien Release Fee	\$20.00
C. Percentage Rate	9.0%
D. Recording Fee	Current Rate of County Clerk

**9. Cemetery Fees. (Amended by Res. 05-17)**

A. Prices for which lots in the Cemetery shall be sold are:

1) Adult Lot	\$1100.00
2) Children's Lot (1/2 of the current grave price)	\$550.00
3) Second Rite Fee (placing urn(s) on existing grave)	\$550.00

B. Prices for which Urn plots in the Cemetery shall be sold are:

1) Tier 1 Plots	\$ 400
2) Tier 2 Plots	\$ 600
3) Open/Close	\$ 250
4) Second Rite Fee	\$ 250

C. Burials and Other Charges

1) Adult Internment	\$ <del>1250.00</del> <u>1400.00</u>
2) Child's Internment (4-0 to 5-0)	\$ 545.00
3) Child's Internment (2-0) to 3-6)	\$ 500.00
4) Cremation Internment	\$ 500.00
5) Arrive at cemetery after 3:30pm on any day add	\$ 325.00
6) Saturday Internment add	\$ 425.00

- 7) Sunday or Holiday internment add \$ 575.00
- 8) Concrete Grave Box (minimal requirement) \$ 600.00

**10. System Development Charges.** Improvement fees shall be charged for each equivalent dwelling unit in accordance with the methodology presented in Ordinance No. 717:

- A. Water \$2,269
  - B. Wastewater \$2,957
  - C. Storm water \$1,340
  - D. Parks \$1,000
  - E. Streets \$ 858
- Total \$8424

**11. Airport Fees** (Amended March 16, 2009, Amended November 19, 2009)

- A. Hanger Ground Lease Fee – New: \$.10 (ten cents) per square feet per year
- B. Hanger Ground lease Fee – Old: \$.35 & .36 per sq. ft. per year
- C. Tie-Down Fees \$ 25.00
- D. TTF (Ingress/Egress) Fees:
  - Private Plane \$25.00 per month
  - Commercial Fees \$15.00 per month per plane, \$150.00/ month minimum

**12. Vernonia Community Learning Center Fees**

- A. Civic Group Activities \$10 per hour
  - B. Non Profit Group Activities \$15 per hour
  - C. Individual Instructors \$20 per hour
  - D. For-Profit Group Activities \$30 per hour  
(training, workshops, seminars)
  - E. Courtyard Area \$15 per hour
    - Pop-Up Canopy \$10 each
    - Rectangular Table \$ 5 each
    - Set of Chairs \$ 5 each
- A cleaning fee of \$25 will be included for groups larger than 20 persons

**13. Police**

- A. Traffic Violation \$25.00
- B. Criminal Violation \$50.00

This resolution shall become effective upon adoption by the City or Vernonia City Council.

**Introduced for consideration and vote on this 20<sup>th</sup> day of October, 2008.**

**Ayes\_\_\_\_\_ Nays: \_\_\_\_\_ Abstain: \_\_\_\_\_ Absent: \_\_\_\_\_**

**Signed by me, Sally Harrison, Mayor, in authentication of its adoption this 20<sup>th</sup> day of October, 2008.**

\_\_\_\_\_  
**Sally Harrison, Mayor**

**Attest:** \_\_\_\_\_  
**Joann Glass, City Recorder**

Amended February 2, 2009 Resolution 2-09 Library Fees  
 Amended February 17, 2009 Resolution 3-09 Cemetery Fees  
 Amended March 16, 2009 Resolution 4-09 Airport Fees

Amended May 4, 2009 Resolution 7-09 VCLC Fees  
Amended June 15, 2009 Cemetery Fees Res. 12-09  
Amended November 19, 2009 Airport Fees Res. 24-09  
Amended April 19, 2010 Administrative & Planning Fees Res. 05-10  
Amended June 7, 2010 Day Use/Annual Fee  
Amended February 1, 2011 Vernonia Memorial/Pioneer Cemetery Fees  
Amended November 7, 2011 Vernonia Memorial/Pioneer Cemetery Fees Res. 28-11  
Amended June 4, 2012 Water and Sewer Billing Resl.No. 22-12  
Amended July 2, 2012 Water Billing Section 4 Resl. No. 27-12  
Amended Sept. 3, 2013 Cemetery Fees Section 9 Resl. No. 17-13  
Amended Jan. 6, 2014 Sewer Loan Repayment Resl. 01-14  
Amended Feb. 18, 2014 Parks, Admin/Planning, Cemetery Fees Res. 05-14  
Amended June 15, 2015 Water/Sewer Billing Res. 10-15  
Amended March 21, 2016 Sewer Billing, Cemetery Fees, Library Fees, Park Fees Res. 02-16  
Amended October 17, 2016 Cemetery, Travel Trailer Permit, and Misc. Administrative Fees. Res. 05-16  
Amended June 5, 2017 Adding Cemetery Fees and Amending Water Rate Fees Res. 05-17  
Amended June 18, 2018