



COUNCIL WORK SESSION

Wednesday, June 04, 2025 at 3:00 PM

COUNCIL MEMBERS:

Mayor Jennifer Massey
Council President Jessica Chilton
Councilor Mark Gundersen
Councilor Russell Hubbard
Councilor Brandon Sundeen

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

UPDATED AGENDA

CALL WORK SESSION TO ORDER

CLEARING CONFUSION AND SETTING THE FACTS STRAIGHT

1. Clarification Memo to May 21 Visitor Comments

VISITOR COMMENTS - *Limited to three (3) minutes per speaker*

DISCUSSION TOPICS

2. 3:10PM - Quarterly Reports from City Departments/Divisions (Informational)
3. 3:20pm - Chief of Police Recruitment Process - *City Administrator John Walsh*
4. 3:30PM - Review Lease with Columbia Learning Center for Makerspace Expansion - *City Administrator John Walsh*
5. 3:40PM - Review Proposed Senior Center Lease - *City Administrator John Walsh*
6. 3:50PM - Report from City Administrator John Walsh

ADJOURN

EXECUTIVE SESSION

Following the conclusion of the Council Work Session, an Executive Session is scheduled to take place to discuss:

- *Deliberations with persons appointed to carry out Labor Negotiations, under ORS 192.660(2)(d);*
- *Real Property Transactions, under ORS 192.660(2)(e);*
- *Exempt Records/Confidential Attorney-Client Privileged Memo, under ORS 192.660(2)(f); and*
- *Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h).*

Representatives of the news media, staff and other persons as approved, shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers.

FOR YOUR INFORMATION

Upcoming Dates to Remember:

- May 29, 6:00PM, Budget Committee, Council Chambers/Zoom
- May 29, 6:00PM, Urban Renewal Agency Budget Committee, Council Chambers/Zoom

- June 4, 3:00PM, City Council Work Session, Council Chambers/Zoom
- June 4, 6:15PM, City Council Public Hearing, Council Chambers/Zoom
- June 4, 6:30PM, City Council Public Hearing, Council Chambers/Zoom
- CANCELLED June 4, 6:45PM, City Council Public Hearing, Council Chambers/Zoom
- June 4, 7:00PM, City Council Regular Session, Council Chambers/Zoom
- June 9, 4:00PM, Parks & Trails Commission, Council Chambers/Zoom
- June 9, 7:15PM, Library Board, Zoom
- June 10, 6:30PM, Planning Commission, Council Chambers/Zoom
- June 11, 4:00PM, Joint City Council & Planning Commission, Council Chambers/Zoom

Future Public Hearing(s)/Forum(s):

- PH: June 4, 6:15PM, Annexation of 35262 Fir Street (McFeron)
- PH: June 4, 6:30PM, Annexation of 58909 Firlok Park Street (Pyl)
- CANCELLED PH: June 4, 6:45PM, Annexation of 58209 Columbia River Hwy. & 35369 Millard Rd. (Joe/Decker)

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/83269086096?pwd=48oUMYJW31XJuFZeYxLUf4t4JQNCHK.1>

Passcode: 468889

Phone one-tap: +12532050468

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at 503-397-6272.

Be a part of the vision and get involved...volunteer for a City Board or Commission! For more information or for an application, go to www.sthelensoregon.gov or call 503-366-8217.

CLARIFICATION MEMO TO PUBLIC COMMENT



For City Council Meetings held on May 21, 2025

1. Tourism contractor payment of \$200,000 to City

Treadway Events, the City's current tourism contractor, has paid back the City \$200,000 using revenues generated from 2024 events. The funds were paid from the Wauna tourism bank account to the City's primary operating bank account.

The difference between the current tourism contract and the previous is that the City of St. Helens now has access to the tourism bank account where all revenues generated are deposited. When the current tourism contractor pays back the City, checks are issued by the City via the new Wauna bank account and deposited to the City's primary operating account. Under the previous tourism contract, checks would be issued by the tourism contractor to the City because the contractor was the only entity with access to the revenues.

A check was issued on December 6, 2024, from the Wauna tourism account and paid to the City of St. Helens for \$200,000. The check was deposited to the City's primary operating account and posted to the Community Development Fund.

Additionally, another check was issued on December 6, 2024, to the City of St. Helens for \$14,078.01 from the Wauna tourism account. This check paid back the City's primary operating account for staff time that was used to assist with Spirit of Halloweentown 2024 events.

The remaining tourism revenue generated by the City's current tourism contractor remains in the Wauna tourism bank account and is being used to pay for ongoing tourism events and activities.

QUARTERLY REPORT TO COUNCIL

Meeting Date: 060425
Prepared by: Interim Police Chief Joseph Hogue
Department: Police
Division: N/A
Reporting Period: April 1 – May 24
CC: City Administrator John Walsh



1. General Operations

These are the following statistics for just the short period between April 1 to May 24, but you can see SHPD has been busy:

- Reports: 114
- Arrests: 82
- Traffic Stops: 241
- Citations: 36

You can expect to see these numbers increase after the summer months.

2. Staffing & Personnel

- SHPD hosted their first ever assessment center for entry-level police applicants back in March. We are down to two top applicants who are currently in the background phase of the hiring process. SHPD will look to do the assessment centers quarterly.
- We are pleased to announce that we have filled the vacant Police Records & Evidence Specialist position. You will be meeting our new employee, Michelle Williams, very soon.
- Sergeant Jose Castilleja is currently attending the FBI National Academy (graduating in June)

3. Projects & Initiatives

A. Ongoing Key Projects

- Records Management System

MorePower has successfully installed the main servers and disaster recovery server at CCOM. Both servers have power, internet connection, and the firewalls have been set up. MorePower has installed the required remote software on both servers to allow CentralSquare to have access to the servers. CentralSquare is currently in the process of installing their software on the servers. Sergeant Eustice is currently working with one of their Technical Service Engineers to help complete the software installation.

4. Upcoming Events & Important Dates

- Event 1: SHPD is teaming up with the St. Helens Recreation Program in the first ever Crafting with a Cop events to begin in June.
 - Event 2: June 21, annual Kiwanis parade.
 - Event 3: June 26, 2nd Assessment center held for hiring police recruits
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MEMORANDUM TO CITY COUNCIL

Date: June 4, 2025

To: Mayor and City Councilors

From: John Walsh, City Administrator

Re: Chief of Police Recruitment Process



Purpose: On May 29, 2025, the City held interviews for the internal Chief of Police recruitment process. The interviews and evaluation process have concluded, resulting in a recommendation to appoint Sgt. Matthew Smith as the City of St. Helens next Police Chief.

Background: On March 19, 2025, the City voted and approved the use of an internal recruitment process to select the City's next Police Chief. Three internal candidates applied.

On April 2, 2025, City Council directed staff to create an evaluation panel for the recruitment made up of two Police Chiefs from outside of the community, Sheriff Brian Pixley, a St. Helens Police Association union representative, and one City Councilor. City Council further directed staff to work with the Oregon Association Chiefs of Police (OACP) to help identify the two chiefs available to participate and to develop and implement the recruitment process.

The final composition of the evaluation committee had five voting members including City of Canby's Chief of Police, the City of Wilsonville's Chief of Police, Columbia County Sheriff Pixley, St. Helens Police Association union representative Jamin Coy, and Councilor Russ Hubbard. As the City Administrator, I attended the interviews and participated as a non-voting member. The evaluations by the evaluation committee included a review of written supplemental questions submitted by each candidate and a 60-minute interview with each candidate. The interviews were moderated by City Attorney Ashley Wigod.

The interviews revealed that we have three strong candidates that contribute greatly to the City of St. Helens Police Department. After an evaluation of written materials and verbal interviews, the evaluation panel concluded that Sgt. Matthew Smith was the highest scoring candidate and was the best candidate to serve as the City's next Chief of Police.

Next Steps: The City's new Governing Policy provides that the City Administrator hires Department Heads, subject to approval by City Council. The purpose of this agenda item is to present for Council approval a recommendation that the City appoint Sgt. Smith as the next City of St. Helens Police Chief, contingent upon the successful completion of a comprehensive background investigation and a medical and psychological examination as allowed under the law. Background investigations can take up to three weeks.

Options:

1. Vote to approve Sgt. Smith as the City of St. Helens next Police Chief.
2. Decline to appoint Sgt. Smith as the Police Chief and use an external process to find another candidate.

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into effective this 1st day of April, 2025, by and between Columbia Learning Center, an Oregon nonprofit corporation ("CLC") whose mailing address is P.O. Box 1094, St Helens, Oregon 97051 and the City of St. Helens, a municipal corporation organized under the laws of the State of Oregon, with its principal offices located at 265 Strand Street, St. Helens, Oregon 97051 ("City").

RECITALS

- A. The City currently rents a significant part of the building located at 375 South 18th Street, St. Helens, Oregon 97051 ("Library Premises") from CLC which it uses as the public library for the City;
- B. The City wishes to lease additional parts of the building for offices and community space; and
- C. CLC wishes to lease the additional parts of the building on the terms and conditions set forth herein.

AGREEMENT

1. **Leased Premises.** CLC hereby leases to City, and City hereby leases from CLC, certain property located at 375 South 18th Street, St. Helens, Oregon 96051 which consists of approximately 1266 Square feet as is more fully set forth in the diagram attached ("Office Premises").

2. **Term.** The term of this Lease shall be for a period of five years, commencing on April 1, 2025 and ending on March 31, 2030, unless earlier terminated pursuant to the provisions herein.

3. **Rent.** City shall pay CLC rent for the Office Premises the amount of \$1,066.90 per month, payable in advance on the first day of each month, at the address provided by CLC, or at such other place as CLC may designate in writing.

4. **Use of Premises.** City shall use the Office Premises exclusively for municipal office space and as a community center, and for no other purpose without the prior written consent of CLC.

5. **Maintenance and Repairs.** City shall keep the Office Premises in good order and condition, reasonable wear and tear excepted and shall be responsible for any structural repairs necessary for the Office Premises..

6. Utilities and Services. City shall be responsible for all utilities and services required for the Premises, including but not limited to electricity, water, gas, internet, and janitorial services, unless otherwise agreed in writing.

7. Insurance and Indemnification.

a. Indemnification. To the fullest extent permitted by law, City agrees to indemnify, defend, and hold harmless CLC and its officers, agents, volunteers and employees from and against any and all claims, demands, causes of action, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to:

(a) any injury to, or death of, any person, or loss of or damage to property, occurring in, on, or about the Premises or arising from the use or occupancy of the Premises by City, its agents, employees, contractors, invitees, or licensees;

(b) any breach or default by City in the performance of any obligation under this Lease;

(c) any act or omission of City or its agents, contractors, employees, or invitees; except to the extent that such claims arise from the gross negligence or willful misconduct of CLC or its agents.

This indemnification shall survive the expiration or earlier termination of this Lease.

b. Liability Insurance. City shall maintain general liability insurance with limits of not less than \$5,000,000.00 per occurrence and shall name CLC as an additional insured. City shall also carry property insurance for its personal property and improvements.

c. Directors and Officers Liability Insurance. City and CLC shall each pay one half of the premiums for the directors and officers liability insurance for the directors and officers of CLC.

8. ADA Compliance. City shall ensure that its use and occupancy of the Office Premises comply with the applicable provisions of the Americans with Disabilities Act of 1990 (ADA) and any related state or local accessibility laws. City shall be responsible, at its sole cost and expense, for ensuring that the building elements of the Office Premises (e.g., entrances, exits, restrooms serving common areas and paths of travel) are ADA compliant at the commencement of the Lease.

9. Compliance with Laws. City shall comply with all applicable federal, state, and local laws, ordinances, and regulations in its use and occupancy of the Premises.

10. Alterations. City shall not make any material alterations or improvements to the Premises without the prior written consent of CLC. Any such approved alterations shall become the property of the CLC upon termination unless otherwise agreed.

11. Termination. This Lease may be terminated prior to the end of the term by mutual agreement of the parties or pursuant to any right of termination set forth herein.

12. Default. If City fails to comply with any provision of this Lease and such failure continues for 30 days after written notice from CLC, CLC may terminate this Lease and seek any remedies available under law.

13. Miscellaneous

a. Entire Agreement This Lease contains the entire agreement between the parties as it relates to the Office Premises.

b. Amendment. This Lease may only be amended in writing signed by both parties.

c. Attorney's Fees. If any legal action or proceeding is brought by either party to enforce any part of this Lease or to resolve a dispute arising under this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and other expenses incurred in connection with such action or proceeding, in addition to any other relief to which such party may be entitled.

d. Arbitration. Except as otherwise provided herein, any dispute, claim, or controversy arising out of or relating to this Lease, including the breach, termination, enforcement, interpretation, or validity thereof, shall be resolved by binding arbitration administered by the Arbitration Services of Portland, in accordance with their rules then in effect.

- The arbitration shall be conducted by a single arbitrator mutually agreed upon by the parties, or, if the parties cannot agree, appointed by Arbitration Services of Portland, Inc.
- The arbitration shall take place at a location selected by the Arbitrator.
- Judgment on the arbitration award may be entered in any court having jurisdiction.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

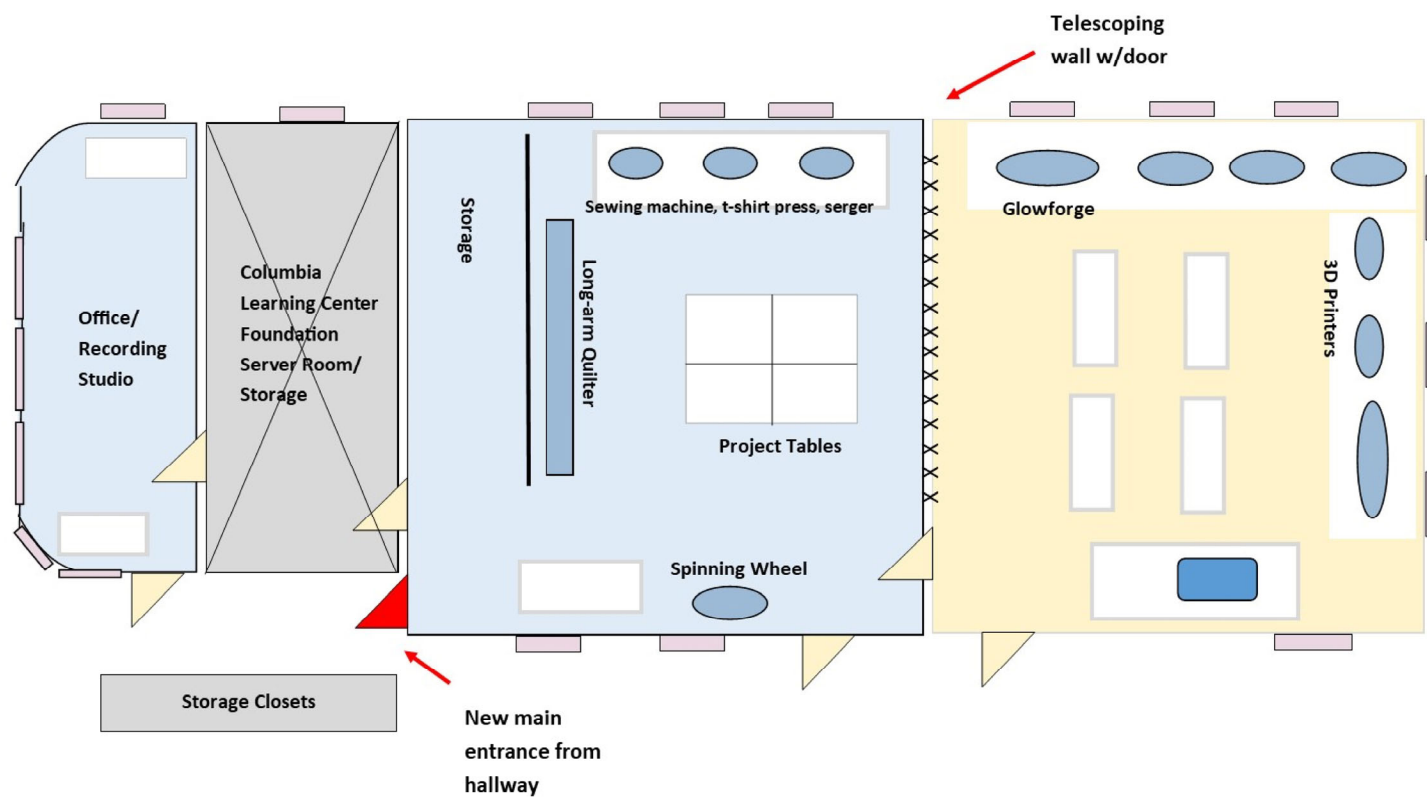
CLC:
Columbia Learning Center

By: 
Name: Marlon Christensen
Title: President

CITY:
City of St. Helens

By: _____
Name:
Title:
Date:

Proposed Makerspace Expansion (Approximate Dimensions and Layout)



Infrastructure Needed (external funding)

- Large project table/ADA
- Worktables (4)
- Enlarge sink
- Shelving units for storage (8)
- Improve lighting in new space
- New tile floor

11/20/2024

City of St. Helens
LEASE FOR OPERATION OF ST. HELENS SENIOR CENTER

This LEASE, made and entered into the ____ day of June 2025, between the **CITY OF ST. HELENS, OREGON**, a municipal corporation, hereinafter referred to as (“Owner”), and **ST. HELENS SENIOR CENTER**, an Oregon nonprofit corporation, hereinafter referred to as (“Operator”).

RECITALS

- A.** The City of St. Helens recognizes the St. Helens Senior Center as a community asset; and
- B.** The City of St. Helens desires to support senior services in our community by providing facilities, maintenance, and general support towards the operations of the St. Helens Senior Center; and
- C.** Operator acknowledges that it neither has nor makes any claim of ownership of a kind or nature to the real property which is the subject of this Lease known as the St. Helens Senior Center.

AGREEMENT

Based upon the above recitals and the mutual covenants and agreements contained herein, Owner grants to Operator an exclusive tenancy to operate and manage the St. Helens Senior Center building located at 375 South 15th Street, St. Helens, Oregon, for the term stated in this Lease and subject to the authority and control of Owner and to the conditions of this Lease.

- 1. Term.** The term of this Lease shall commence upon execution of this Lease and continue for sixty (60) months.
- 2. Consideration.** As consideration for this Lease, Operator shall maintain operation of the St. Helens Senior Center at least Monday through Friday, excluding public holidays, inclement weather conditions, or other unexpected emergencies.
- 3. Renewal of Occupancy.** Owner agrees to discuss with Operator an extension of this Lease for an additional term. Operator shall notify Owner in writing of its desire to renew this Lease prior to the first day of the fifty-sixth (56) month of the Lease. Thereafter, Owner, or its designee, and Operator, acting through a designated agent, shall meet to discuss the renewal of this Lease with the terms and conditions of renewal. Agreement for renewal shall be reached by the last day of the fifty-eighth (58) month of the term of this Lease or any subsequent Leases. If agreement has not been reached, a mutually agreed upon extension will be permitted pursuant to Section 15.
- 4. Control.** The Owner shall have the ultimate authority to make all decisions with respect to the management and operation of the Senior Center and in accordance with the

Building Use and Rental Policy, in the form attached hereto as Exhibit A and incorporated by reference, as adopted by the Operator and approved by the Owner.

5. Semiannual Reports.

5.1 Operator shall make written reports to the Owner's City Recorder regarding the operation of the Senior Center every six months. The written reports shall be received in the office of the City Recorder within thirty (30) days of the end of each six-month period. Each report shall cover the following topics together with any other significant information relating to the Senior Center.

5.1.1 Current and projected financial status.

5.1.2 Condition of premises and anticipated repairs.

5.1.3 Individuals, groups and organizations having used the facilities.

6. Obligations of Operator.

6.1 Operator shall be obligated to pay or provide the following during the term of this Lease.

6.1.1 All taxes upon Operator's personal property on the premises, including fixtures.

6.1.2 All charges for heat, light, power, garbage and other services or utilities, except sewer and water charges, used in the premises.

6.1.3 All exterior grounds and landscaping maintenance and care, building interior cleaning and maintenance, and all supplies necessary for these operations. Owner may provide general mowing of grounds as part of their park maintenance program.

6.1.4 All amounts for expenses incurred by Owner in discharging Operator's obligations, if any.

6.1.5 All other amounts which Operator is required to pay by any other provisions of this Lease.

6.1.6 Any interior redecorating.

6.1.7 Any repairs necessitated by negligence of Operator, Operator's agents, employees, and invitees, except where the loss or damage could have been covered by a standard fire insurance policy with an extended coverage endorsement.

6.1.8 Any repairs or alterations required under Operator's obligation to comply with laws and regulations as set forth in Section 8.1.1.

6.1.9 Repair and maintenance of doors, windows and replacement of glass due to operator negligence.

6.1.10 All other repairs to the premises which Owner is not specifically obligated to make.

6.2 Owner shall have the right to inspect the premises at any reasonable time to determine the necessity of repair. Whether or not such inspection is made, the duty of the Owner to make repairs as provided for in this Lease shall not mature until a reasonable time after Owner has received notice from Operator that the repairs are required. Such notice shall be followed promptly by a written description of the scope and extent of damages and the repairs perceived to be necessary. Operator shall keep a written record of damage and actions initiated to repair damage and shall submit a copy of such record to Owner.

7. Obligations of Owner. The following shall be the obligation of the Owner:

7.1 Sewer and water use charges.

7.2 Structural repairs, and maintenance and repairs necessitated by structural disrepair or defect not the responsibility of Operator under Section 6.1.7.

7.3 Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of faulty construction or failure of the Owner to keep the structure in proper repair.

7.4 All repairs or restoration made necessary by fire or by reason of war, terrorism, or by earthquake or other natural casualty, vandalism, malicious mischief and all other risks covered by Owner's property insurance, with an extended coverage endorsement, in force at the time of loss.

7.5 All maintenance and repair of the heating and air conditioning system.

7.6 Repairs and maintenance that include painting of the exterior walls and roof and exterior water, sewage, gas and electrical services up to the point of entry to the premises.

7.7 Pest control in and outside the premises on a regular maintenance schedule.

7.8 Plumbing and electrical repairs not easily corrected by operator.

8. Use of Premises.

8.1 The primary purpose of the St. Helens Senior Center is to provide a physical facility for the providing of services to elderly people of the community including, but not limited to, a daily meal program, a home delivered meal program, social and recreational activities, educational activities and assistance with transportation programs. To implement that purpose, a Building Use and Rental Policy shall be prepared by Operator and submitted to Owner for modification, amendment, addition, deletion, approval and adoption. In connection with the use of the premises, Operator shall:

8.1.1 Conform to all applicable laws and regulations of a public authority affecting the premises and the use thereof and to correct at Operator's expense any failure of compliance created through Operator's fault or by reason of Operator's use. Operator shall not otherwise be required to make expenditures to comply with any laws or regulations.

8.1.2 Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate or would prevent Owner from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Owner to obtain reduced premium rates for long-life insurance policies, unless the Operator pays the additional costs of the insurance.

8.1.3 Refrain from any use which would be reasonably offensive to the Owner, other tenants or owners or users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.

9. Alterations.

9.1 Operator shall make no major improvements or alterations on the premises of any kind without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

9.2 All improvements and alterations performed on the premises by either Owner or Operator shall be the property of Owner when installed unless the Owner consents otherwise in writing.

10. Damage and Destruction.

10.1 If the premises are partially damaged or destroyed the property shall be repaired as follows:

10.1.1 If the damage is caused by a risk which could be covered by a standard fire insurance policy with an endorsement for extended coverage, vandalism and mischief, repair shall be at the expense of the Owner whether or not the damage occurred as the result or fault on the part of the Operator.

10.1.2 If the damage occurred from a risk which could not be covered by insurance of the kind described in 10.1.1 above, repairs shall be at the expense of the Owner unless the damage was the result or the fault of the Operator, in which case the Operator shall have the obligation to repair.

10.1.3 In any event, repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of the party responsible.

11. Liability to Third Persons.

11.1 Except with respect to activities for which the Owner is responsible, the Operator shall pay as due all valid claims for work done and for services rendered or material

furnished to the premises and shall keep the premises free from any liens. If Operator fails to pay any such valid claims or to discharge any lien, Owner may do so. The amount paid by Owner shall bear interest at the rate of ten (10) percent per annum from the date billed by the Owner and shall be payable on demand. Such action by Owner shall not constitute a waiver of any right or remedy which Owner may have on account of Operator's default.

11.2 Operator may withhold payment of any claim in connection with a good faith dispute over the obligation to pay so long as Owner's property interests are not jeopardized. If a lien claim is filed as a result of nonpayment, Operator shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Owner cash or a sufficient corporate surety bond or other security satisfactory to Owner in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

11.3 Operator shall save, hold harmless, indemnify and defend Owner from any claim, loss or liability arising out of or related to any activity of Operator on the premises. Operator's duty to indemnify shall not apply to or prevent any valid claim by Operator against Owner for injury or damage to Operator or Operator's property for which Owner may be liable.

12. Insurance.

12.1 During the term of this tenancy, Operator shall procure and thereafter during the term of this Lease shall continue to carry the following insurance with Owner named as an additional insured:

12.1.1 Public liability and property damage insurance in a responsible company with limits of not less than those stated in the Oregon Tort Claims Act. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to Owner prior to any change or cancellation shall be furnished to Owner prior to Operator's occupancy of the property.

12.2 Operator shall keep the premises insured at its full insurable value at Operator's expense against fire and other risks covered by a standard fire insurance policy. Such insurance shall not insure Operator's separate property on the premises against such risks. Within thirty (30) days after billing, Operator shall reimburse Owner for all insurance premiums paid by Owner.

12.3 Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if the other party was required to obtain such insurance and such insurance was obtainable at the time of such loss for damage.

13. Assignment and Sublease.

13.1 No part of the leased property may be assigned, mortgaged or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means by Operator without prior written consent of Owner. This provision shall apply to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executors, and legatees. No consent in one instance shall prevent the provision

from applying to a subsequent instance.

13.2 Operator shall have the right to make the premises available for temporary use to third persons or organizations and shall have the right to retain all donations and charges resulting from the use of the premises by third persons or organizations. However, with respect to third parties whose use would not be associated with the use of the property, as that concept is defined in Section 8, operator shall adhere to Owner's policies for the use of City facilities by third persons or organizations. In addition, no building use permit shall be issued to an individual, group or organization that will be charging admissions or fees for profit except by special arrangement by Operator to allow certain services provided by professionals with a portion of the proceeds donated to the Operator for use of the facility. Use of the building will be to further the public good and benefit the community in the arts, social endeavors, and other worthwhile projects.

14. Termination.

14.1 This Lease shall terminate at the end of the initial term or such additional terms as may be agreed upon between the parties in accordance with this Lease.

14.2 This Lease shall terminate earlier if at any time Operator breaches any of the terms of this Lease. Such breach shall be specified by Owner to Operator in writing and Operator shall have sixty (60) days within which to cure such breach or such additional period of time as may be agreed upon by Owner in writing. If the breach has not been remedied within the time specified in this section, notice of termination may be given by Owner to Operator in writing at a time after the date upon which such breach should have been remedied. The notice of termination shall specify a date by which Operator shall surrender the premises which date shall not be sooner than thirty (30) days from the date of notice of termination.

14.3 Operator shall have the right to terminate the Lease upon a breach of this Lease by Owner in the same manner and subject to the same conditions as are set forth in the immediately preceding paragraph. The right of either party to terminate the Lease upon its breach shall not constitute the exclusive remedy for such breach, and the injured party shall have the right to recover damages, equitable remedies, or both.

15. Surrender at Expiration.

15.1 Condition of Premises. Upon expiration of the term or earlier termination on account of default, Operator shall deliver all keys to the Owner and surrender the premises in first-class condition and broom clean. Alterations constructed with permission from the Owner shall not be removed or restored to the original condition unless the terms of permission for the alterations so require. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored, but all repairs for which the Operator is responsible shall be completed to the latest practical date prior to such surrender. The Operator's obligations under this paragraph shall be subordinate to the provisions of Section 10 of this Lease.

15.2 Fixtures.

15.2.1 All fixtures placed upon the premises during the term, other than

Operator's trade fixtures, shall become the property of the Owner. Movable furniture, decorations, floor coverings other than hard surface bonded or adhesively fixed flooring, furnishings, and equipment shall remain the property of the Operator if placed on the premises by Operator.

15.2.2 If the Owner so elects, the Operator shall remove any or all fixtures which would otherwise remain the property of the Owner, and shall repair any physical damage resulting from the removal. If the Operator fails to remove such fixtures, the Owner may do so and charge the cost to Operator with interest at ten (10) percent per annum from the date of billing. The Operator shall remove all furnishings, furniture, and equipment which remain the property of the Operator. If the Operator fails to do so, this shall be an abandonment of the property, and the Owner may retain the property and all rights of the Operator with respect to it shall cease or, by notice in writing given to Operator within twenty (20) days after removal was required, the Owner may elect to hold the Operator to his obligation of removal. If the Owner elects to require the Operator to remove, the Owner may effect a removal and place the property in public storage for the Operator's account. The Operator shall be liable to the Owner for the cost of removal, transportation to storage, and storage with interest at ten (10) percent per annum on all such expenses from the date of billing by Owner.

15.2.3 The time for removal of any property which the Operator is required to remove from the premises upon termination shall be as follows:

15.2.3.1 On or before the date the Lease terminates because of expiration of the original or a renewal term or upon default.

15.2.3.2 Within thirty (30) days after notice from the Owner requiring such removal where the property to be removed is a fixture which the Operator is not required to remove except after such notice by the Owner, and such date would fall after the date on which the Operator would be required to remove other property.

15.3 Holdover.

15.3.1 If the Operator does not vacate the premises at the time required, the Owner shall have the option to treat the Operator as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term and removal. Failure of the Operator to remove fixtures, furniture, furnishing or trade fixtures and equipment which the Operator is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed will substantially interfere with occupancy of the premises by another Operator or with occupancy by the Owner for any purpose including preparation for a new Operator.

15.3.2 If a month-to-month tenancy results from a holdover the Operator under this paragraph, the tenancy shall be terminable at the end of any monthly period on written notice from the Owner given not less than thirty (30) days prior to the termination date which shall be specified in the notice. Operator waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

16. Miscellaneous.

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action or arbitration is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees both on trial and appeal, if any.

16.3 Succession. Subject to the above-stated limitations on transfer of Operator's interest, this Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument on the date and year first hereinabove written.

OWNER:
CITY OF ST. HELENS
A Municipal Corporation

OPERATOR:
ST. HELENS SENIOR CENTER
An Oregon Non-Profit Corporation

By: _____
 Jennifer Massey, Mayor

By: _____
 President

Print Name: _____

By: _____
 John Walsh, City Administrator

By: _____
 Secretary

Print Name: _____