



CITY COUNCIL PUBLIC HEARING

Wednesday, May 16, 2018

265 Strand Street, St. Helens, OR 97051

www.ci.st-helens.or.us

Welcome!

All persons planning to address the Council, please sign-in at the back of the room. When invited to provide comment regarding items not on tonight's agenda, please raise your hand to be recognized, walk to the podium in the front of the room to the right, and state your name only. You are not required to give your address when speaking to the City Council. If you wish to address a specific item on the agenda, you should make your request known to the Mayor as soon as possible before the item comes up. The Council has the authority to grant or deny your request. Agenda times and order of items are estimated and are subject to change without notice.

1. Open Public Hearing - 6:00 p.m.

2. Topic

2.A. Proposal: 18 Lot Subdivision / Planned Development

Applicant: Kessi Engineering & Consulting

Owner: Rich Bailey Construction, LLC / SJRE Ventures, LLC

Location: 34759 Sykes Road and surrounding undeveloped property

[2a. Development Agreement DEV.1.18 Council Report.pdf](#)

3. Close Public Hearing

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

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For more information or for an application, stop by City Hall or call 503-366-8217.**

**CITY OF ST. HELENS PLANNING DEPARTMENT
STAFF REPORT**

**Development Agreement DEV.1.18
For the Bailey Subdivision (Planned Development)**

DATE: May 4, 2018
To: City Council
FROM: Jacob A. Graichen, AICP, City Planner

APPLICANT: Kessi Engineering & Consulting
OWNER: Rich Bailey Construction, LLC / SJRE Ventures, LLC

ZONING: Moderate Residential, R7 (note PD overlay proposed – see file PD.1.18)
LOCATION: 4N1W-6DA-7000 & 4N1W 6DA 5801. The subject property consists of two parcels. One is vacant. The other has a dwelling addressed as 34759 Sykes Road.
PROPOSAL: 18 Lot Subdivision / Planned Development

The 120-day rule (ORS 227.178) for final action for this land use decision is July 7, 2018.

SITE INFORMATION / BACKGROUND

The site is approximately 4.6 acres and mostly undeveloped except for a detached single-family dwelling (34759 Sykes Road), which according to the City's utility billing records is connected to both City water and sewer. The site is sloped with the low point in the southeast portion of the site, where a wetland is located. The southern half of the site is heavily forested. There is a Bonneville Power Administration easement and power lines running through the north side of the property. It is access via Sykes Road and Westboro Way. Surrounding area is developed as residential.

PUBLIC HEARING & NOTICE

Hearing dates are as follows: April 10, 2018 before the Planning Commission and May 16, 2018 before the City Council.

At their meeting, the Planning Commission unanimously recommended approval of this Development Agreement with an additional condition regarding fencing.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property(ies) on March 21, 2018 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on March 28, 2018.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

Statutory Development Agreement. Per ORS 94.504(1): A city or county may enter into a Development Agreement as provided in ORS.94.504 to 94.528 with any person having legal or

equitable interest in real property for the development of that property. The statutes contain various requirements for Development Agreements.

* * * * *

General applicability of the St. Helens Development Code. All development agreements require quasi-judicial public hearings before the Planning Commission for recommendation [SHMC 17.24.090(3)(n)] and the City Council for decision [SHMC 17.24.090(6)(m)]. An ordinance is also required.

* * * * *

Proposal specific applicability of the St. Helens Development Code. The main reason the applicant seeks a Planned Development is to allow flexibility given the wetlands (Chapter 17.40 SHMC) on the property and to allow flexibility in regards to the provisions of the base zone (i.e., R7 zoning district).

Sensitive lands located on the subject property includes **Wetland MC-2, a Type II significant wetland** per this Chapter 17.40 SHMC. Type II wetlands require a 50' upland protection zone, which is protected from impact by this Chapter similar to if it was a wetland.

The owner had this wetland delineated and obtained Oregon DSL concurrence in May of 2017 (WD #2017-0096). The buffer is shown on the plans provided by the applicant. It is a virgin protection zone with no significant previous impact, except the portion along Sykes Road.

The applicant proposes to include some of the protection zone as part of the lots that abut it. As such, we need to look at **SHMC 17.40.050(2), additional requirements for land divisions and new development:**

(2) Design Standards. Except as provided below, significant wetlands, significant riparian corridors and protection zones shall not be permitted as part of individual lots or new streets or infrastructure areas and shall be made part of separate preservation tracts to be managed by a homeowners association or other entity responsible for preservation.

(a) Protection zones may be made part of individual lots and protection zones may vary in width provided average protection zone width complies with this chapter in planned developments with a development agreement pursuant to ORS Chapter 94, provided additional protection zones or off-site mitigation over the minimum standard is provided as consideration for such flexibility.

The code requires significant wetlands and their protection zones to be dedicated as tracts (as opposed to buildable lots) to be managed an appropriate entity. The applicant proposes a homeowners association for this (required in any case given the Planned Development and state law, and because the City doesn't want the tracts).

However, as per (2)(a) above, protection zones can be a part of lots if:

1. the proposal involves a Planned Development and Development Agreement per ORS Chapter 94; and
2. provided additional protection zones or off-site mitigation over the minimum standard is provided as consideration for such flexibility.

Thus, the proposed Subdivision proposal (SUB.1.18) is contingent upon approval of a Planned Development overlay zone and an approved Development Agreement.

* * * * *

Special conditions. The draft Development Agreement calls out special conditions and requirements under its Section 5.3.

This references **Exhibit F**, which will be the findings of fact and conclusions of law for the Subdivision Preliminary Plat (SUB.1.18) (i.e., the conditions of SUB.1.18).

The question here is if any other conditions are necessary. The special conditions recommended by the Planning Commission and staff for this Development Agreement are as follows:

1. The requirements of the restoration plan as potentially required by the conditions of SUB.1.8. This may be combined with the PAMP (see below). The restoration plan would also be attached to the Development Agreement.

There is also a time aspect for the restoration considerations. SHMC 17.40.055 calls for a two year contract for installation and maintenance of plat materials. Its also includes a financial security requirement.

2. A protection area management plan (PAMP) is a required condition of SUB.1.18. It is also required by Chapter 17.40 SHMC. The specific requirements for the PAMP are per 17.40.055(6)(b)(v). The PAMP is required to be approved by the City and attached to the approval document (i.e., Development Agreement in this case).

Also, SHMC 17.40.055(6)(c) requires that the approval document be recorded in the public records to give notice of the protection zone and resource area restrictions and maintenance obligations and to ensure no further encroachment into the protection zones and resource areas. The Development Agreement is a recorded document.

3. The final plat shall reference the recorded Development Agreement.

Per SHMC 17.40.055(6)(e), the approval authority may impose such additional reasonable conditions to mitigate other identified impacts resulting from development on the site.

4. **The Planning Commission recommends that:** Prior to the City signing the final plat, the applicant shall install a fence along the 50' upland wetland protection zone of all Lots that abut it. Fence shall be subject to City review and approval prior to installation. Fence shall meet City standards, be uniform, and include a gate for each lot. Fence shall

not obstruct the proposed trail. Fence type/design shall provide maximum protection of the protection zone while also minimizing visual obstruction.

5. **Staff (who didn't think of this until after the Plan. Comm. hearing) recommends that:** Tract B as identified on the preliminary plat between the proposed extension of the Westboro Way right-of-way and the subject property's north boundary, be a part of Lot 13 and/or 14. The only reason this tract is proposed is the new street alignment.

Though, lots split by rights-of-way are not usually recommended, having a tract that is very small without genuine purpose can pose problems. To ensure no ownership problems (e.g., no taxes paid on tract so it becomes county owned, and sold as surplus, thus disconnected from the development it supposed to be a part of) it better for this area to belong to the lot (or lots) on the other side of the street.

The owner could also explore a lot line adjustment (or similar action) to the owner of the property north of the subject property easier if part of the Lots. Or, the issue could be remedied by a lot line adjustment prior to final plat.

CONCLUSION & RECOMMENDATION

Approve the Development Agreement with the following special conditions and requirements (see section 5.3 of the draft Development Agreement) which are in addition to the conditions of Subdivision Preliminary Plat SUB.1.18 & Sensitive Lands Permit SL.1.18:

1. Require the restoration plan and PAMP per conditions 1 and 2 above (these may be combined). **This means these will need to be done before the ordinance is formally adopted.**
2. Require the recorded Development Agreement to be referenced in the final plat.
3. Prior to the City signing the final plat, the applicant shall install a fence along the 50' upland wetland protection zone of all Lots that abut it. Fence shall be subject to City review and approval prior to installation. Fence shall meet City standards, be uniform, and include a gate for each lot. Fence shall not obstruct the proposed trail. Fence type/design shall provide maximum protection of the protection zone while also minimizing visual obstruction.
4. Tract B as identified on the preliminary plat between the proposed extension of the Westboro Way right-of-way and the subject property's north boundary shall not be allowed. That area shall either be a part of the proposed lot(s) directly across the street or removed from the subject property (e.g., by lot line adjustment) prior to final plat.

Attachment(s): Development Agreement, 03272018 Draft (w/o exhibits)
Preliminary Plat and related plans

AFTER RECORDING RETURN TO:

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

SJRE Ventures, LLC
PO Box 613
St. Helens, OR 97051

▲ This Space for Recorder's Use Only ▲

STATUTORY DEVELOPMENT AGREEMENT FOR THE BAILEY SUBDIVISION

THIS AGREEMENT, made and entered into this <<#>> day of <<month>> <<year>> by and between the **CITY OF ST. HELENS**, an Oregon Municipal Corporation, hereinafter referred to as "**CITY**," and SJRE Ventures, LLC, hereinafter referred to as "**OWNER**,"

WHEREAS, it is the desire of Owner to develop a Planned Development consisting of:

18 Lots for residential development, wetland/protection zone tract(s), an open space tract, both public and private streets, and related infrastructure improvements. Total size of the Planned Development is approximately 4.6 acres.

Said development to be known as the **Bailey Subdivision**, herein after referred to as "**PD**," more particularly described in the application, approval documents and plans, in the official CITY Planning Department File(s) incorporated herein by this reference; and

WHEREAS, the PD is situated and being in the City of St. Helens, Columbia County, Oregon and legally described on **Exhibit A** which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Sensitive Lands Article of the St. Helens Municipal Code, hereinafter referred to as "**SHMC**," authorizes averaging of wetland protection zone width surrounding sensitive wetland areas within the PD with a Development Agreement; and

WHEREAS, SHMC 17.40.050(2)(a) states that wetland protection zones may be made part of individual lots with a Development Agreement, provided additional protection zones or off-site mitigation over the minimum standard is provided as consideration for such flexibility; and

WHEREAS, OWNER will establish and form a Planned Community (aka: Home Owners Association) an Oregon not-for-profit organization, hereinafter "**ASSOCIATION**," to provide for the continued maintenance of all Common Areas, including specifically the wetland and upland preservation areas within PD; and

WHEREAS, on <<date>>, the **City of St. Helens Planning Commission** considered this proposed Development Agreement at a public hearing held in accordance with the notice and advertising

requirements of the SHMC and Oregon Revised Statutes, after deliberations and subsequently, the Planning Commission, after deliberations recommended approval of this Development Agreement to the City Council; and

WHEREAS, on <<date>> the **City of St. Helens City Council**, considered this proposed Development Agreement at a public hearing held in accordance with the notice and advertising requirements of the SHMC and Oregon Revised Statutes; and

WHEREAS, on <<date>>, the **City of St. Helens City Council**, deliberated on this proposed Development Agreement and moved to adopt Ordinance No. <<####>> approving this Development Agreement; and

WHEREAS, the **City of St. Helens City Council** finds and determines that the proposed PD and this Development Agreement is consistent with the CITY Comprehensive Plan and applicable SHMC in effect at the time of approval of this Agreement, ORS 94.508(1); and

WHEREAS, the **City of St. Helens City Council** has authority pursuant to ORS 94.508(2) to enter into this Agreement after adoption of a City Ordinance approving the Agreement pursuant to the St. Helens City Charter, and ORS 94.504 through ORS 94.528, as well as the SHMC.

NOW THEREFORE, the parties do hereby agree as follows:

1.0 RECITATIONS.

The above recitations are true and correct and are incorporated herein by this reference.

2.0 INTENT AND PURPOSE.

This Development Agreement is intended to facilitate development of property containing sensitive lands, including significant wetlands and associated protection zones, by facilitating clustering of development and project density and averaging of protection zone widths together with the functional arrangement of wetland and upland protection zones, designed to maximize wildlife utilization and habitat protection.

3.0 LEGAL AND EQUITABLE OWNERSHIP.

OWNER, represents and warrants that it is the fee owner of the land constituting the PD including specifically the real property described in **Exhibit A** attached hereto and made a part hereof by this reference.

4.0 UNIFIED OWNERSHIP.

The OWNER hereby warrants that it has unified ownership of all real property included in the PD. Documents certifying title are attached hereto and incorporated herein as **Exhibit B**. A covenant of unified control by the OWNER is attached hereto and incorporated herein as **Exhibit C**.

5.0 DEVELOPMENT PLAN USES, DENSITY, INTENSITY, HEIGHT

[ORS 94.504(2)(b)(c)(d)]

The OWNER agrees that this PD will be undertaken and carried out in accordance with this Agreement and with the following:

- .1 The development of the PD will be undertaken and carried out in accordance with this Agreement, the preliminary plat, the final plat, the construction plan approval and the construction permit as officially approved and adopted by the CITY, and in strict compliance with the approved timetable of development.
 - (a) The development of this PD at preliminary development approval stage, including but not limited to infrastructure construction, shall be accomplished in accordance with the preliminary development plat dated <<date>>, a copy of which is attached hereto as **Exhibit D** and made a part hereof by this reference.
 - (b) The development of this PD at preliminary development approval stage, including but not limited to infrastructure construction, shall be accomplished in accordance with the construction plan approval and construction permit to be approved by the St. Helens Engineering Department, in accordance with such laws, ordinances and regulations as were in effect at the time the application for the preliminary plan and plat approval was deemed complete.
 - (c) The remaining development of this PD must be accomplished in accordance with the final plat to be approved by the City in accordance with such laws, ordinances and regulations as may be in effect at the time of such final plat approval.
 - (d) When not specifically addressed in this Agreement, and any plat or plan approved as part of this Agreement, and except as provided for subdivision infrastructure construction in ORS 92.040, all permits and authorizations for the development of this PD project shall be in accordance with the law in effect at the time further development permits or authorizations are sought.
- .2 The permitted development uses, maximum densities, intensities, building height, and dimensions permitted for the PD shall be those specifically set forth below and as depicted on the approved plan, plat and construction plans and permits:

Uses: Detached single-family dwellings and their accessory uses.

See **Exhibit E** (table of standards) for standards specific to this PD.

All other standards are per the SHMC.
- .3 The special conditions and requirements adopted or imposed by the CITY in the process of the approval of the preliminary development plat for the PD which are set forth in **Exhibit F** <<and **Exhibit ?>>, attached hereto and made a part hereof, shall be strictly adhered to by the OWNER.**

6.0 PHYSICAL COMMENCEMENT AND COMPLETION OF DEVELOPMENT

[ORS 94.504(4)]

The timetable for development as officially approved and adopted by the CITY in accordance with the SHMC is set forth in **Exhibit F <<and/or Exhibit ?>>**, attached hereto and made a part hereof, and shall be strictly adhered to by the OWNER.

7.0 VESTED RIGHTS

.1 Except where specified in this Agreement, the OWNER shall have the right to develop the PD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, the preliminary plat approval, the officially approved construction plan and permit, and the final subdivision plat. Failure to strictly comply with any such provisions or requirements shall be deemed a breach of this Agreement.

.2 There shall at all times be a strict adherence to the provisions of this Development Agreement and the approved preliminary and final development plans/plats as well as the approved construction plans and permits. Any change or amendment to this Agreement, the preliminary and final plans, plats, construction plans or permits can only be made in accordance with such laws and ordinances as may be in effect at the time of such Amendment or change. The limitations and restrictions imposed on local governments by ORS 92.040 are expressly understood to be inapplicable to changes or amendments to the above-referenced approvals.

.3 Notwithstanding the timetable of development, and subject to unilateral amendment by the CITY to address then current public health and safety regulations, in the event that all or a portion of the PD should be destroyed by a storm, fire or other common disaster, the OWNER, its grantees, successors or assigns and/or the ASSOCIATION, shall have the right to rebuild and/or repair so long as there is strict compliance with the preliminary and final development plan/plat, approved construction plans and permits, as the same may be formally amended from time to time.

8.0 DURATION OF AGREEMENT AND CONTINUING OBLIGATIONS [ORS 94.504(2)(a)]

The duration of this Agreement commences upon Ordinance adoption and execution and terminates on the date of the preliminary plat becomes void per Condition 1 in **Exhibit F**. Termination of the duration of this Agreement only terminates authorization to engage in physical construction and development of the property, including vertical construction of any building and associated developments for this Agreement. Other requirements of this agreement such as recorded conservation easement or recorded notice of development restriction remains in full force and effect as the development approval and authorization for completed development, including all continuing maintenance obligations.

9.0 PROVISION FOR THE RESERVATION, DEDICATION OR SALE OF LAND FOR PUBLIC PURPOSES. [ORS 94.504(2)(e)]

.1 OWNER shall dedicate to the CITY prior to, or concurrent with, the final plat for the project, such permanent easements and dedications, including specifically but not limited to, utility easements,

public street, access, drainage easements, and public rights-of-way, as are necessary to implement the preliminary plat and address all the public service needs of the PD. Said easements and dedications shall be in a form approved by the City Engineer and City Attorney and shall be recorded after approval and acceptance by the City. The dedications, including easements and public rights-of-way shall be provided by the OWNER at no cost to the CITY.

.2 OWNER shall comply with the common area requirements of the SHMC and Section 12 of this Agreement. Owner agrees to convey a conservation easement to the City of St. Helens with the express provision that the City may enforce the preservation area maintenance requirements through appropriate legal action against the Association and the owners of all the lots in the PD. Such easement or deed, as applicable, shall be in a form approved by the City Attorney.

10.0 SCHEDULE OF FEES OR CHARGES [ORS 94.504(2)(f)]

All development authorized in the PD is subject to payment of applicable System Development Charges (SDC's) and utility fees and charges at the applicable trigger times, usually building permit issuance, in the SDC ordinances and other codes in effect at the time development occurs. This Agreement does not award or grant any SDC credits to any party nor does this Agreement freeze or otherwise fix the SDC charges for development referenced herein. This Agreement does not award, grant, prohibit, or preclude an Advance Financing District Ordinance.

11.0 RESPONSIBILITY FOR INFRASTRUCTURE [ORS 94.504(2)(h)]

The OWNER is fully responsible for the construction of all infrastructure development to support the PD including public facility improvements (street/traffic improvements, water, sewer and storm water) common area improvements and restoration, and project infrastructure, including private utilities, and amenities, both on-site and off-site and as required by the SHMC, including City Engineering Standards, as more fully set forth in the Findings of Fact and Conclusions of Law and Order attached hereto as **Exhibit F**, and made a part hereof by this reference.

12.0 RESPONSIBILITY FOR COMMON AREAS, INCLUDING WETLAND AND UPLAND PRESERVATION TRACTS AND OPEN SPACE TRACTS

The SHMC requires that common areas, including shared open space, be shown on the final plat and recorded. The SHMC further requires, subject to acceptance by the CITY, either the fee simple conveyance by the OWNER to the CITY of open space tracts for conservation and open space purposes or conveyance to a Corporation, Association or other legal entity for purpose of preservation and continued maintenance. As the City requires conveyance of said tracts to the ASSOCIATION, the following shall apply:

.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions (hereinafter the "CC&R") for the PD. As a part of said Covenants and Restrictions, the ASSOCIATION shall be established for the maintenance, operation and management of the Common Areas as defined therein. All of the above areas in the PD are designated and shown on the Preliminary Development Plat <<Plan>>

which is attached hereto as **Exhibit "D"** and made a part hereof. The CC&R shall be part of the first application for Final Development Plat approval and shall be in conformity with the City Community Development Code and Oregon State Statutes.

.2 It shall be deemed a breach of this Agreement for any land to be conveyed by the OWNER by an instrument which does not contain the CC&Rs or incorporate them by reference. The ASSOCIATION shall not be dissolved nor shall it dispose of any Common Areas, by sale or otherwise, except to an organization conceived and organized to own and maintain the Common Areas, without first receiving approval of the CITY. The CITY, as a condition precedent to the dissolution or disposal of Common Areas, may require dedication of common open areas, utilities or road rights-of-way to the public as are deemed necessary.

.3 In the event that the ASSOCIATION (or any successor organization) fails at any time to maintain the Common Areas of the PD in reasonable order and condition in accordance with the approved preliminary and final development plats, and any preservation area management plan then the CITY can serve written notice by certified mail, return receipt requested, upon such organization or upon each owner of real property within the PD, which notice shall set forth the manner in which the organization has failed to maintain the Common Areas in reasonable order and condition, and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or, in the alternative, that such organization appear before the City Planning Commission at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain the Common Areas or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the CITY may allow, then the City, in order to preserve the taxable values of the real property within the PD and to prevent the Common Areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of the CITY entering upon such Common Areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and (if such organization is dissolved) to each owner of real property within the PD and shall be published in a newspaper of general circulation published in St. Helens, Oregon. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing the CITY may determine that it is or is not advisable for the CITY to enter upon such Common Areas, take non-exclusive possession of them and maintain them, according to CITY standards and the management plan, if any, for one (1) year. Such entry, possession and maintenance when followed in accordance with the above procedures shall not be deemed a trespass. In no event shall any such entry, possession and maintenance be construed to give to the public or the CITY any right to use the Common Areas.

.4 The CITY may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such Common Areas to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for additional one (1) year periods.

.5 The cost of such maintenance by the CITY, including the full administrative cost of the notice and hearing processes identified herein and outlined above, shall be assessed ratably against the real properties within the PD, the owners of which have the right to the enjoyment of the Common Areas and

shall become a charge or lien on said properties if not paid within thirty (30) days after the receipt of a statement therefore.

13.0 ASSUMPTIONS UNDERLYING AGREEMENT AND CHANGED CIRCUMSTANCES
[ORS 94.504(6)]

The assumptions underlying this Agreement, specifically as regards the ability of the CITY to service the PD with regards to public facilities, are set forth herein, or are incorporated into or referenced in this Agreement. In particular, the terms, conditions and restrictions of this Agreement as well as the law in effect at the time further development approvals are sought, determine the ability of the PD to be served. In the event of changed circumstances, this Agreement provides for permitted amendment, modification or revocation. This Agreement specifically contemplates development of the PD in accordance with the approved timetable of development.

14.0 BUDGET AND GENERAL DISCLAIMER
[ORS 94.504(5)]

ORS 94.504(5) requires that this Development Agreement specifically state that all CITY obligations to expend moneys under this Development Agreement are contingent upon future appropriations as part of the local budget process. Nothing in this Agreement requires the CITY to appropriate such moneys.

The CITY and OWNER are entering into this Agreement voluntarily in the spirit of cooperation and coordination to jointly achieve the OWNER's desire to develop property with sensitive lands and the CITY's desire to facilitate and reward development which recognizes environmental constraints and incorporates preservation and protection into the development plan. However, nothing in this Agreement makes the OWNER subject to public contracting rules and regulations and nothing herein makes the CITY or OWNER responsible for the contracts or commitments of the other as regards development of the respective PD.

OWNER is not the CITY'S agent and CITY is not the OWNER'S agent for purposes of any contracts or commitments made by either party. OWNER acknowledges and agrees that future final development approvals, including final plat approval, construction plan approval, construction permits and building permits are subject to compliance with all applicable approved plans, approval conditions and applicable land development regulations in effect at the time the approvals are sought, except as may be provided for infrastructure construction in ORS 92.040. No rights to obtain final development approvals, (e.g., final plat approval or building permits) nor any other rights to develop the PD have been granted or implied simply by the CITY'S approval of this Development Agreement, including the donations and dedications contained herein, without OWNER'S full compliance with approved plans, approval conditions and the applicable law in effect at the time such final approvals are sought. The OWNER, or its successors and assigns, may not attempt to force the CITY to approve the final plan, plat or other development authorizations, including building permits, by asserting that the CITY has committed to such approvals for the PD based on the theory of vested rights or equitable estoppel or any other legal theory based on the CITY'S approval of this Agreement, or other approval, or acceptance of donations and dedications herein.

Ordinance No. <<03272018 DRAFT>> Attachment 1, Development Agreement Page 7 of 15

CITY approval of the final plat/plan requires OWNER'S full compliance with approval conditions and all applicable laws.

15.0 FUTURE DISCRETIONARY APPROVALS

[ORS 94.504(3)]

The following is a list of all discretionary local development approvals necessary for the development of the PD:

- Final Plat approval;
- Applicable Local, State, Federal Agency permits prerequisite to construction activity; and
- Building Permits, where discretionary criteria enter into the decision.

The terms, restrictions and requirements of these approvals are set forth in the applicable City Ordinances, including the SHMC, applicable State statute and regulations, the preliminary approvals and this Agreement. Generally, the law in effect at the time of the application governs the review and approval of the decision, when not inconsistent with the preliminary approval, except for development infrastructure. All local development approvals and permits identified in this Agreement shall be obtained at the sole cost of the OWNER. The failure of this Agreement to address a particular permit, condition, license, term or restriction shall not relieve the OWNER of the necessity of complying with the law governing said permitting requirements, licensure, conditions, terms or restrictions. Any matter or thing required to be done pursuant to the requirements of the ordinances of the CITY shall not be otherwise amended, modified or waived unless such modification, amendment or waiver is expressly provided for in this Agreement with specific reference to the provisions so modified waived or amended. In no event shall delay in obtaining permits from other agencies be deemed as automatically requiring an extension of time to obtain required development approvals or the Development Agreement with CITY. Nor shall such delay be interpreted as requiring the CITY to approve an extension of time to any existing development order or Development Agreement. The following City disclaimer and sworn statement requirement, included in all preliminary approvals with sensitive lands is expressly made applicable here:

Prior to any land clearing, alteration, or physical construction (other than survey work or environmental testing) on a site, the owner and developer, if any, shall execute a sworn statement under penalty of perjury and false swearing, that owner/developer has obtained all required Federal, State, and Local authorizations, permits licenses, and approvals for the proposed development, including any proposed use, or alteration of the site, including also any off-site improvements. Owner/developer shall be solely responsible for obtaining all approvals, permits, licenses, insurance, and authorizations from the responsible Federal, State and Local authorities, or other entities, necessary to use and develop the property in the manner contemplated, including all authorizations (e.g., construction plan approval and construction permits) necessary to perform land clearing, construction and improvement of property in the location and manner contemplated. This provision includes, but is not limited to, when applicable specifically, a permit or statement from the National Marine Fisheries Service and/or Fish and Wildlife Service that owner/developer's proposed use and/or development will not take or harm any endangered or

Ordinance No. <<03272018 DRAFT>> Attachment 1, Development Agreement Page 8 of 15

threatened species as that term is defined in applicable Federal Statutes and Administrative Rules. The City of St. Helens has no duty, responsibility or liability for requesting, obtaining, ensuring, or verifying owner/developer's compliance with the applicable state and federal agency permit, license or approval requirements. Any permit or authorization granted by the City, including any sensitive lands exemption, exception, permit, approval or variance pursuant to the St. Helens Municipal Code shall not in any way be interpreted as a waiver, modification, or grant of any state or federal agency permits or authorizations or permission to violate any state or federal law or regulation. Owner/developer shall be held strictly liable, and shall hold the City of St. Helens harmless for administrative, civil and criminal penalties for any violation of Federal and State statutes, including but not limited to the Clean Water Act, Endangered Species Act and regulations implementing such laws. Nothing herein shall be interpreted as restricting or limiting the City from bringing an enforcement action under the St. Helens Municipal Code.

16.0 SCHEDULE/PROCEDURE FOR COMPLIANCE REVIEW

[ORS 94.504(2)(g)]

Two weeks prior to the anniversary date of the adoption of this Ordinance approving this Agreement, the OWNER and CITY shall submit a written report to the City Council, for consideration at the next available Council meeting. The report shall address the extent and timing of compliance with the terms and conditions of this Agreement by both parties. The submission shall be made in letter form to the City Administrator for placement on the next available agenda. The Council shall review this report and this Agreement at the next available meeting, and if deemed necessary shall direct a report allowing this Agreement to be considered and monitored for compliance on or about the subsequent anniversary date of this Agreement. The Planning and Engineering Departments shall prepare the City's portion of the report. If the Council believes the reports demonstrate failure to comply with the terms of this Development Agreement, this Agreement shall be referred to the Planning Commission for recommendation to the Council. In accordance with the amendment/revocation procedures the Council shall determine whether the evidence demonstrates that the OWNER or CITY has not complied in good faith with the terms and conditions of this Development Agreement. At such time the Council shall also determine whether this Agreement should be amended, modified, revoked or terminated.

17.0 BREACH OF AGREEMENT/ENFORCEMENT

[ORS 94.505(j)]

.1 It is the intent of the parties to strictly comply with the terms and conditions of this Development Agreement to the mutual benefit of both the OWNER and the CITY.

.2 In the event either party believes a material breach of the terms and conditions of this Agreement has occurred, the injured party shall serve written notice on the other of the alleged breach and the other party shall have thirty (30) days to cure or respond in writing to the injured party. In the event of a disagreement after the exchange of writings, the City Administrator shall set a time, date, and place for a public meeting of the City Council. The meeting shall give the CITY and the OWNER an opportunity to explain to the Council the facts supporting or disproving the alleged breach, and allow the parties to propose

a method of fulfilling this Agreement's terms and conditions. The parties may mutually negotiate an amendment to this Agreement to cure the alleged breach, and approve such amendment after required notice, hearing and ordinance procedures are followed.

.3 Until termination or revocation of this Development Agreement, the terms of this Agreement are enforceable by any party to this Agreement. [ORS 94.522(B)] The parties stipulate and agree that enforcement in Circuit Court is subject to the prerequisite administrative process set forth above.

.4 It is expressly agreed by the parties that the appropriate remedy for enforcement of this Agreement is specific performance as it relates to the OWNER's breach of the obligation to convey appropriate easements and dedications. In no event shall an injunctive order be issued which would require CITY to issue a development approval or permit in violation of the SHMC or the terms and conditions of the preliminary approval or subsequent final approvals. This provision does not limit the available remedies for other forms of breach. The parties agree that the prevailing party shall be entitled to attorney fees and costs in the event of litigation to enforce this Agreement.

.5 In the event of a material breach by the OWNER, CITY may, but is not required as a prerequisite to legal action, pursue revocation or termination of this Agreement in accordance with the following process:

If at the public hearing to revoke or terminate this Agreement, the CITY finds, based on substantial competent evidence, that the OWNER is in material breach of this Development Agreement, and the CITY further finds that an amendment to this Agreement to cure the breach is not appropriate, the CITY may revoke and terminate the Development Agreement and the development authorization for PD. The breach hearing shall be held concurrent with the revocation hearing held pursuant to the SHMC, which may include removal of any Planned Development Overlay on the property. In lieu of revoking this Agreement, and the development approval, CITY may agree, in its sole discretion, to modify this Agreement upon a finding that such modification is in the best interests of CITY and the public. It is further agreed by the OWNER and the CITY that all costs incurred by the CITY for the breach and revocation proceedings shall be paid by the OWNER. However, no costs shall be assessed against the OWNER if the result of the hearing is a finding that only the CITY is in material breach of the Agreement. If such costs are not paid, the CITY is empowered pursuant to this Agreement and City Code to place a lien against the property in the amount of the unpaid costs. This provision shall not be interpreted to provide an exclusive remedy, and either party may pursue any appropriate remedy at law or equity in the event the other party or its successors in interest fail to abide by the provisions of this Agreement.

.6 In addition, any person who violates the SHMC, including this Agreement, shall be subject to the enforcement provisions set out in the SHMC as amended from time to time, including civil and criminal the penalties set forth therein. Nothing herein shall constitute an exclusive remedy and the CITY reserves the right to pursue any and all legal and equitable remedies in order to abate a violation of this Ordinance.

18.0 STATE AND FEDERAL LAW CHANGE/ANNEX

[ORS 94.504(2)(I)(L)]

.1 If State or Federal laws are enacted after CITY approval of this Agreement, which are applicable to and preclude either party's compliance with the terms or conditions of this Agreement, render compliance impossible, unlawful, or inconsistent with such laws or rules, this Agreement shall first be modified or amended, as is necessary to comply. If such modification or amendment cannot remedy the inconsistency, this Agreement shall be revoked to comply with the relevant State or Federal laws or regulations.

.2 As this property is fully contained within the City limits of the City of St. Helens, no annexation contingencies need be addressed in this Agreement.

19.0 AMENDMENT, TERMINATION OR REVOCATION

[ORS 94.508(2); ORS 94.522]

.1 OWNER and CITY, their successors and assignees may mutually agree to amend, modify, terminate or revoke this Agreement after compliance with the Ordinance adoption and public hearing procedures identified herein. In the event of such mutual amendment, modification, termination or revocation, the parties shall agree as to the allocation, return, or payment for improvements, dedications or expenditures made in reliance upon this Agreement.

.2 The parties hereto shall at all times strictly adhere to the terms and conditions of this Agreement. Amendment, termination or revocation of this Agreement shall be made by adoption of an Ordinance declaring the action and setting forth the terms and conditions. Unless another procedure specific to Development Agreements is provided in City Ordinance, the procedures and requirements for amendment, revocation or modification of a Development Agreement are the same as for approval of a Development Agreement as set forth in the SHMC, including the requirement for two public hearings, one before the Planning Commission and the other before the City Council. Except as provided below, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all the parties hereto.

.3 Pursuant to ORS 94.518, except as provided in this Development Agreement, the local government law and policies governing this Agreement shall be those laws and policies in effect at the time of approval of this Agreement. Pursuant to the terms of this Development Agreement, generally, unless specifically inconsistent with the preliminary plat, the law in effect at the time of subsequent development approvals governs those approvals. In addition, unless a reservation of legislative power is included in a Development Agreement, the Agreement is subject to a legal challenge as void or voidable for "contracting away the police power." Accordingly, the following reservation of power is included in this and in all Development Agreements. CITY may apply subsequently adopted laws and policies to this Development Agreement if the CITY holds a public hearing proposing imposition of such subsequently adopted laws in an amendment of this Agreement and determines any one of the following:

- .a The laws and policies are not in conflict with the laws and policies governing the Development Agreement and do not prevent development of the land uses, intensities or densities in the Development Agreement; or
- .b The laws and policies are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a Development Agreement; or
- .c The laws and policies are specifically anticipated and provided for in the Development Agreement; or
- .d CITY demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the Development Agreement; or
- .e It is demonstrated that the Development Agreement is based on substantially inaccurate information supplied by the OWNER.

.4 Nothing in this section shall prohibit the CITY from applying subsequently enacted laws to the Development Agreement in the event an amendment or modification of this Agreement is requested by OWNER pursuant to the terms of this Agreement. This Agreement specifically anticipates applying current health and safety regulations to any reconstruction of the PD, should destruction occur (e.g., current regulations will be used to guide re-installation of public infrastructure).

20.0 RECORDING AND EFFECTIVENESS

[ORS 94.528]

The OWNER shall provide the CITY an executed unaltered Development Agreement and executed Exhibits (with no additional addenda) prior to 5:00 p.m. on <<date of 2nd ord reading>>. City shall record this Agreement and Exhibits with the County Clerk as required by ORS 94.528 within ten (10) days of the execution of this Agreement by all parties. OWNER is responsible for recording costs. Any alteration, change or addition to this Agreement not accepted by the CITY in writing (following appropriate hearings) shall render this Agreement and the Ordinance approving it, ineffective and recording shall not occur. If this Development Agreement is amended, canceled, modified, extended or revoked, the appropriate recording shall be made in the County records to reflect the action. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties of this Agreement.

21.0 ENTIRE AGREEMENT

This Agreement incorporates or references all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in, incorporated into, or referenced in this document. Accordingly, it is agreed that no

deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

22.0 SEVERABILITY

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect.

23.0 JURISDICTION AND GOVERNING LAW

The parties hereto further agree that any and all suits or actions at law shall initially be brought in Columbia County, Oregon and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Oregon.

24.0 ASSIGNMENT/SUCCESSORS AND ASSIGNS

[ORS 94.504(k)]

This Agreement shall be recorded pursuant to ORS 94.528 in the Official Records of Columbia County, Oregon and said Agreement shall run with the land. Such Agreement is binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

25.0 NOTICES

All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid, to the addresses stated below; (c) by prepaid telegram; or (d) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal service. Notice by telegram or overnight express delivery service shall be deemed effective one (1) business day after transmission to the telegraph company or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. For purposes of notice demand, request or payment:

the address of CITY shall be:

CITY OF ST. HELENS
City Administrator
P.O. Box 278
St. Helens, Oregon 97051

the address of OWNER shall be:

SJRE Ventures, LLC

P.O. Box 613
St. Helens, Oregon 97051

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written. The date of this Agreement shall be the date on which this Agreement was approved by Ordinance (2nd reading) by the City Council of the City of St. Helens, Oregon.

City of St. Helens

By: _____

STATE of OREGON)
COUNTY of _____)

On this ____ day of _____, 2018, this instrument was acknowledged before me
by _____. Before me:

Notary Public for Oregon

Print Name: _____

My Commission Expires: _____

Rich Bailey for SJRE Ventures, LLC

By: _____

STATE of OREGON)
COUNTY of)

On this ____ day of _____, 2018, this instrument was acknowledged before me
by _____. Before me:

Notary Public for Oregon

Print Name: _____

My Commission Expires: _____

A PROPOSED PHASED PRELIMINARY PLAT PLANNED DEVELOPMENT
A PORTION OF THE 1/4 OF SECTION 6, T4N, R1W, WM CITY OF ST. HELENS, COLUMBIA
COUNTY, OREGON

STORMWATER SYSTEM
PROPOSED FINAL STORMWATER DESIGN TO ADDRESS REQUIREMENTS
CITY OF ST. HELENS STORMWATER ORDINANCE.

BENCHMARK & DATUM:
SEE TOPOGRAPHIC SURVEY.
SEE THE BOUNDARY SURVEY SHEET BY THE SURVEYOR FOR
MORE DETAILED TOPOGRAPHIC & BOUNDARY INFORMATION.

CIVIL ENGINEER & APPLICANT:
KESSI ENGINEERING & CONSULTING
JAMES KESSI, PE
5400 NE HWY 99 #G169
VANCOUVER, WA 98665
(360) 991-9300
james.kessi@gmail.com

SURVEYOR:
Johnson Land Surveying, Inc
Robert Alan Johnson PLS
jsurvey@frontier.com
jlsurvey.com
503-407-9966

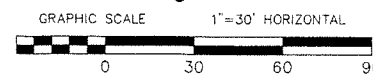
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VICINITY MAP
N.T.S

SHT NO.	SHEET DESCRIPTION
BA 1.1	PLANNED DEVELOPMENT PRELIM PLAT PART
BA 1.2	PLANNED DEVELOPMENT PRELIM PLAT WITH CONTOURS PART 2
BA 2	TOPOGRAPHIC SURVEY
BA 3	GRADING & EROSION CONTROL PLAN
BA 4	COMPOSITE UTILITY PLAN
BA 5	TREE & LANDSCAPE PLAN
BA 6	UTILITY PLAN & PROFILE
BA 7	PLAN & PROFILE
BA 8	PLAN & PROFILE
BA 9	STORM UTILITY PLAN & PROFILE

THE PROPOSED PD MINIMUM FRONT AND SIDE YARDS OR OTHER SETBACKS AS STATED HEREIN AND IN THE DEVELOPMENT AGREEMENT (DA) TO BECOME THE PROJECT SPECIFIC STANDARDS.

SPRINKLERS WITH FUTURE HOUSES ON LOTS 6, 7, 8, 9.

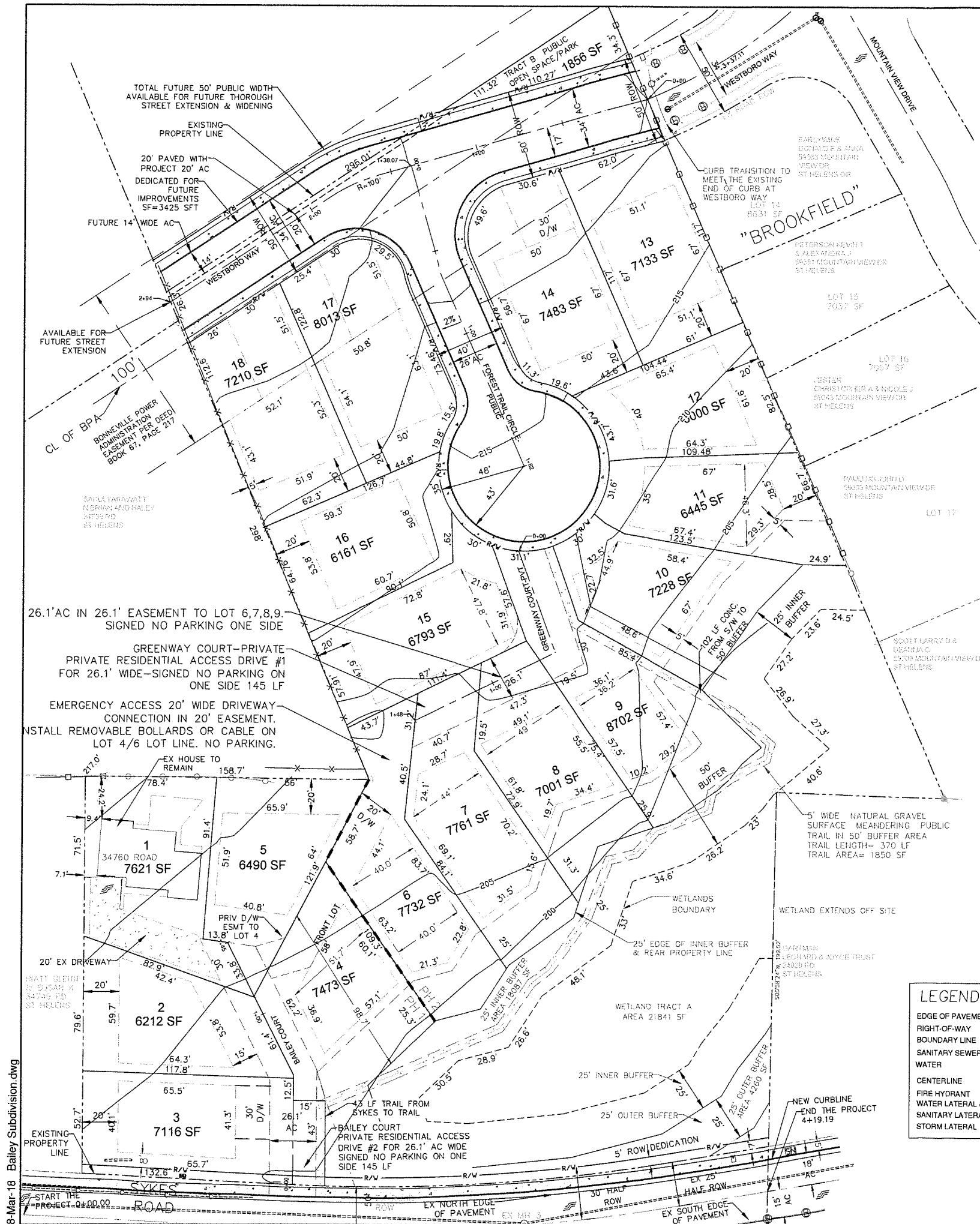


TOTAL FUTURE 50' PUBLIC WIDTH AVAILABLE FOR FUTURE THROUGH STREET EXTENSION & WIDENING
 EXISTING PROPERTY LINE
 20' PAVED WITH PROJECT 20' AC DEDICATED FOR FUTURE IMPROVEMENTS SF=3425 SFT
 FUTURE 14' WIDE AC
 AVAILABLE FOR FUTURE STREET EXTENSION
 CL OF BPA
 BONNEVILLE POWER ADMINISTRATION EASEMENT PER DEED BOOK 67, PAGE 217
 SAKULI RANAYAT HERRAL AND VALEY 34739 RD ST HELENS
 26.1' AC IN 26.1' EASEMENT TO LOT 6,7,8,9. SIGNED NO PARKING ONE SIDE
 GREENWAY COURT-PRIVATE PRIVATE RESIDENTIAL ACCESS DRIVE #1 FOR 26.1' WIDE-SIGNED NO PARKING ON ONE SIDE 145 LF
 EMERGENCY ACCESS 20' WIDE DRIVEWAY CONNECTION IN 20' EASEMENT. INSTALL REMOVABLE BOLLARDS OR CABLE ON LOT 4/6 LOT LINE. NO PARKING.
 EX HOUSE TO REMAIN
 34760 ROAD
 1 7621 SF
 5 6490 SF
 2 6212 SF
 3 7116 SF
 4 7473 SF
 6 7732 SF
 7 7761 SF
 8 7001 SF
 9 8702 SF
 10 7228 SF
 11 6445 SF
 12 6000 SF
 13 7133 SF
 14 7483 SF
 15 6793 SF
 16 6161 SF
 17 8013 SF
 18 7210 SF
 FOREST TRAIL CIRCLE
 5' WIDE NATURAL GRAVEL SURFACE MEANDERING PUBLIC TRAIL IN 50' BUFFER AREA TRAIL LENGTH= 370 LF TRAIL AREA= 1850 SF
 WETLANDS BOUNDARY
 25' EDGE OF INNER BUFFER & REAR PROPERTY LINE
 WETLAND TRACT A AREA 21841 SF
 25' INNER BUFFER
 25' OUTER BUFFER
 25' OUTER BUFFER
 25' INNER BUFFER
 5' ROW DEDICATION
 NEW CURBLINE END THE PROJECT 44+19.19
 EXISTING EOP
 START THE PROJECT 0+00.00
 SYKES ROAD
 EX NORTH EDGE OF PAVEMENT
 EX SOUTH EDGE OF PAVEMENT
 EX 25' HALF ROW
 EX 18' AC
 CENTER LINE
 GRAPHIC

BAILEY SUBDIVISION
PLANNED DEVELOPMENT
PRELIMINARY PLAT PART 1

1.1

8-Mar-18 Bailey Subdivision.dwg



BAILEY SUBDIVISION

A PROPOSED PHASED PRELIMINARY PLAT PLANNED DEVELOPMENT
A PORTION OF THE 1/4 OF SECTION 6, T4N, R1W, WM CITY OF ST. HELENS, COLUMBIA
COUNTY, OREGON

GENERAL INFORMATION
GROSS SITE AREA: 4.82 AC PER EXISTING
CONDITIONS SURVEY BY
JOHNSON LAND SURVEYING INC.
SITE ADDRESS:
CURRENT USE: VACANT & AG LAND
ZONING: R1-7 &
COMPREHENSIVE PLAN: UL
96" DIAM CDS, ATTACHED DRIVABLE
ROLLED CURB, SIGNED NO PARKING.

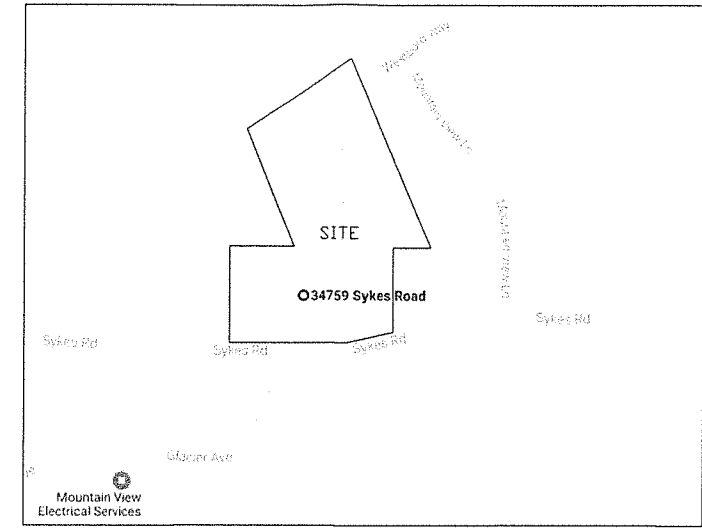
STORMWATER SYSTEM
PROPOSED STORMWATER DESIGN TO ADDRESS MIN. REQUIREMENTS CITY OF
ST. HELENS STORMWATER ORDINANCE.

REVIEW AUTHORITY AND JURISDICTIONS:
STREETS, STORM & PLAT - ST HELENS
SANITARY - ST HELENS
WATER - ST HELENS
FIRE - ST HELENS
BENCHMARK & DATUM:
SEE TOPOGRAPHIC SURVEY.
SEE THE BOUNDARY SURVEY SHEET BY THE SURVEYOR FOR MORE
DETAILED TOPOGRAPHIC & BOUNDARY INFORMATION.

OWNER
RICH BAILEY
Rich Bailey Construction LLC
PO BOX 613
St. Helens, OR 97051
Cell: 503 890-6679
Home: 503 397-3783
rbaileyconstruction@hotmail.com
www.richbaileyconstruction.com

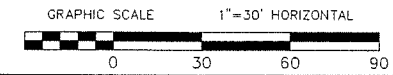
CIVIL ENGINEER & APPLICANT:
KESSI ENGINEERING & CONSULTING
JAMES KESSI, PE
6400 NE HWY 99 #G169
VANCOUVER, WA 98665
(360) 991-9300
james.kessi@gmail.com

SURVEYOR:
Johnson Land Surveying, Inc.
Robert Alan Johnson PLS
jsurvey@frontier.com
jsurvey.com
503-407-9966



VICINITY MAP
N.T.S.

LEGEND	
EXISTING	PROPOSED
EDGE OF PAVEMENT	EP
RIGHT-OF-WAY	R/W
BOUNDARY LINE	SS
SANITARY SEWER	SS
WATER	V
CENTERLINE	
FIRE HYDRANT	
WATER LATERAL & METER	
SANITARY LATERAL	
STORM LATERAL	

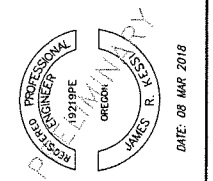


KESSI ENGINEERING



REVISIONS

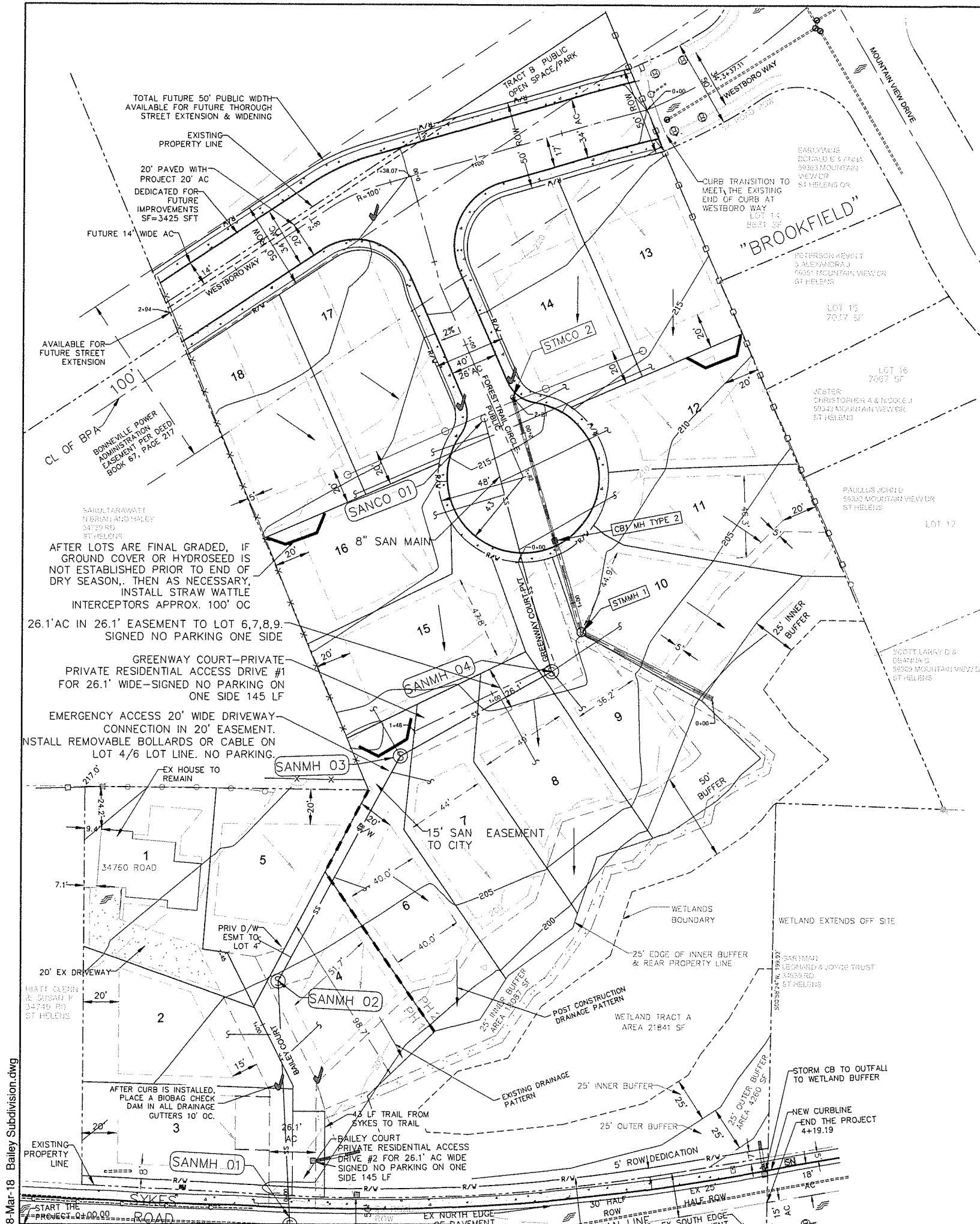
DRAWN BY:	DESIGNED BY:	CHECKED BY:
S.P.	J.K.	J.K.



PROJECT
#132
DATE:
08 MAR 2018

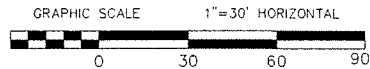
BAILEY SUBDIVISION
PLANNED DEVELOPMENT
PRELIM PLAT WITH
CONTOURS PART 2

8-Mar-18 Bailey Subdivision.dwg



BAILEY SUBDIVISION

A PROPOSED PRELIMINARY PLAT PLANNED DEVELOPMENT
A PORTION OF THE 1/4 OF SECTION 6, T4N, R1W, WM CITY OF ST. HELENS, COLUMBIA COUNTY, OREGON



CONSTRUCTION NOTE:

1. ANY STATED CUT AND FILL QUANTITIES ARE APPROXIMATE ONLY. THE CONTRACTOR IS ADVISED TO DETERMINE HIS OWN TAKEOFF & QUANTITIES FOR BIDDING. ACTUAL EARTHWORK QUANTITIES MAY VARY DEPENDING ON CONTRACTOR'S METHOD OF OPERATION, COMPACTION, SHRINKAGE, STRIPPING DEPTHS, & ACCURACY OF THE EARTHWORK TAKEOFF. WHEN SIGNING THE PROJECT CONSTRUCTION CONTRACT, THE CONTRACTOR AGREES THAT HIS COST FOR CONSTRUCTION OF THE GRADING IMPROVEMENTS AND DISPOSAL OF EXCESS MATERIAL (IF NECESSARY), IS INCLUDED & THERE WILL BE NO ADDITIONAL CHARGE FOR THIS ITEM. STRUCTURAL MATERIAL ON THIS SITE IS INTENDED TO APPROXIMATELY BALANCE. GRADING DESIGN IS BASED ON SURVEY INFORMATION AND FINISH DESIGNED ROUGH GRADING ELEVATIONS. ALL EXISTING INCLUSIONS OF NON-STRUCTURAL OR ORGANIC SOILS AND STRIPPINGS SHALL BE OVER-EXCAVATED AS NECESSARY TO COMPETENT MATERIAL.

GRADING & EROSION CONTROL NOTES:

1. ALL CONSTRUCTION, MATERIALS, WORKMANSHIP AND METHODS OF CONSTRUCTION SHALL CONFORM TO AGENCY GENERAL REQUIREMENTS AND DETAILS. EROSION CONTROL SHALL BE AS PER THE STANDARD DETAILS CONTAINED THEREIN.
2. ALL EROSION CONTROL METHODS SHALL CONFORM WITH AGENCY STANDARD NOTES AND DETAILS PER DETAILS SHEET.
3. THE CONTRACTOR SHALL MAINTAIN AN ON-SITE WRITTEN DAILY LOG OF EROSION CONTROL MAINTENANCE.
4. ALL EXPOSED AND UNWORKED SOILS SHALL BE STABILIZED BY THE APPROPRIATE BEST MANAGEMENT PRACTICES (BMPs). SEE EROSION PREVENTION & SEDIMENT CONTROL PLAN.
5. ANY TREES THAT WILL BE REMOVED WITHIN FUTURE BUILDING PAD AREAS SHOULD BE INDIVIDUALLY REMOVED, TAKING CARE TO REMOVE ALL ROOTS. ROOT CAVITIES SHALL BE INDIVIDUALLY BACKFILLED AND COMPACTED PRIOR TO COMMENCEMENT OF FILLING OPERATIONS.
6. STRIPPED SURFACE SOIL SHALL BE STOCKPILED IN DESIGNATED AREAS.

EXISTING HOUSE SEPTIC NOTE :

FOR EXISTING HOUSE, PRIOR TO GRADING NEAR LIKELY DRAINFIELD AREA, CONTRACTOR TO LOCATE AND PROTECT THE EXISTING DRAINFIELD & SEPTIC UNTIL SUCH TIME THE EXISTING HOUSE CONNECTED TO PUBLIC SEWER PER AGENCY REGULATIONS, AND THEN THE SEPTIC & DRAINFIELD CAN BE PROPERLY ABANDONED PER STATE HEALTH REGULATIONS.

APPROXIMATE EARTHWORK QUANTITIES:

ESTIMATED STRIPPINGS FOR SITE -
ASSUME 0.75' THICK = 5590 CY
TO BE PUT BACK AT UP TO 1' THICK MAX ON THE LOTS

ESTIMATED CUT IN SITE AREA=537 CYD
ESTIMATED FILL IN SITE AREA= 984 CYD

CONTRACTOR IS RESPONSIBLE TO VERIFY & CALCULATE ALL QUANTITIES. SEE NOTES.
CONTRACTOR TO ADJUST GRADES TO TRY TO BALANCE SITE GRADING.

BRUSH REMOVAL NOTE TO CONTRACTOR:

ON THE SITE PERIMETER, THE SITE HAS SOME AREAS OF NON-NATIVE BLACKBERRY BUSHES, AND OTHER UNDERBRUSH THAT INFRINGE ON THE PROPERTY PERIMETER. PRIOR TO THE END OF THE PROJECT AND AFTER ANY ON-SITE DISTURBED AREAS ARE STABILIZED, THE CONTRACTOR IS TO EITHER USE A HYDROAX TO GRIND/CHIP INTO MULCH OR IF APPROPRIATE USE A BULLDOZER TO GATHER INTO PILES GRIND INTO MULCH - EXTERIOR VEGETATION UP TO THE PROPERTY BOUNDARY AND AS DIRECTED BY THE OWNERS. THE CONTRACTOR SHALL CONTACT THE OWNERS AND ESTABLISH/AGREE WHICH BRUSH AND TREES ON THE EXTERIOR ARE TO REMAIN AND WHICH ARE TO BE REMOVED AS PART OF THIS PROJECT. ALL TREES ON, OR WITHIN THREE FEET OF THE PROPERTY EXTERIOR SHALL REMAIN UNLESS DIRECTED OTHERWISE BY THE OWNER.

TREES TO BE REMOVED INDICATED ON PLAN. SEE TREE PLAN FOR MORE DETAILS.

RECOMMENDED CONSTRUCTION SEQUENCE FOR EROSION CONTROL:

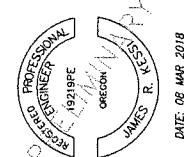
1. PRE-CONSTRUCTION MEETING.
2. FLAG OR FENCE CLEARING LIMITS.
3. POST NOTICE OF CONSTRUCTION ACTIVITY SIGN WITH NAME AND PHONE NUMBER OF EROSION SEDIMENT CONTROL SUPERVISOR.
4. INSTALL CATCH BASIN PROTECTION IF REQUIRED.
5. GRADE AND INSTALL CONSTRUCTION ENTRANCE(S).
6. INSTALL PERIMETER PROTECTION (SILT FENCE, BRUSH BARRIER, ETC.).
7. CONSTRUCT SEDIMENT PONDS AND TRAPS.
8. GRADE AND STABILIZE CONSTRUCTION ROADS.
9. CONSTRUCT SURFACE WATER CONTROLS (INTERCEPTOR DIKES, PIPE SLOPE DRAINS, ETC.) SIMULTANEOUSLY WITH CLEARING AND GRADING FOR PROJECT DEVELOPMENT.
10. MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH STANDARDS AND MANUFACTURER'S RECOMMENDATIONS.
11. RELOCATE SURFACE WATER CONTROLS AND EROSION CONTROL MEASURES OR INSTALL NEW MEASURES SO THAT AS SITE CONDITIONS CHANGE THE EROSION AND SEDIMENT CONTROL IS ALWAYS IN ACCORDANCE WITH THE EROSION AND SEDIMENT CONTROL STANDARDS.

SEED MIX TO BE AS FOLLOWS:

TALL FESCUE 40%
PERENNIAL RYEGRASS 30%
CREEPING RED FESCUE 25%
COLONIAL BENTGRASS 5%

REVISIONS

	1	2	3	4	5
DRAWN BY:	S.P.				
DESIGNED BY:	J.K.				
CHECKED BY:	J.K.				



PROJECT

DATE:
08 MAR 2018

BAILEY SUBDIVISION

GRADING & EROSION CONTROL PLAN

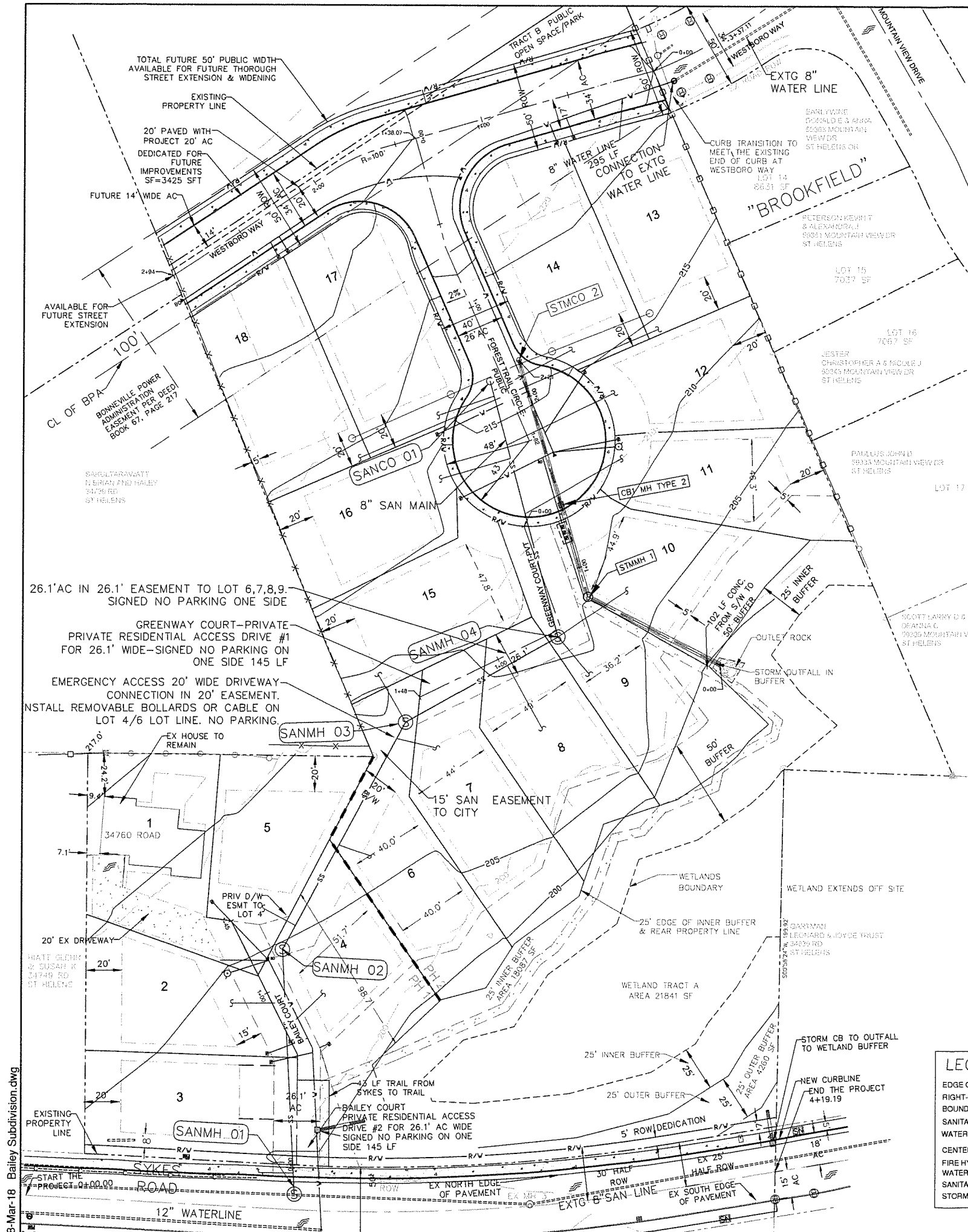
KESSI ENGINEERING



PLANNING
CIVIL ENGINEERING
CONSULTING
PROJECT MANAGEMENT

KESSI
ENGINEERING
& CONSULTING

6400 NE HWY 99 #G-169 VANCOUVER, WA 986
Email: info@kessiconsulting.com
www.kessiconsulting.com



BAILEY SUBDIVISION

A PROPOSED PRELIMINARY PLAT PLANNED DEVELOPMENT
A PORTION OF THE 1/4 OF SECTION 6, T4N, R1W, WM CITY OF ST. HELENS, COLUMBIA COUNTY, OREGON

WATER CONSTRUCTION NOTES*

- *ALL CONSTRUCTION METHODS PER AGENCY STANDARD DETAILS SHEETS IN PLAN SET
- 6" WAT XLFL 40
 - 4" WAT XLFL 41
 - 42
 - 43
 - 44
 - 45
 - 46
 - 47
 - 48
 - 49
- INSTALL 8" DIP (PC 350) WATER MAIN W/TRENCH BEDDING & BACKFILL PER AGENCY STANDARD DETAIL
- STD. FIRE HYDRANT ASSEMBLY WITH 6" PIPE PER AGENCY STANDARD DETAIL
- INSTALL:
- (1) 8"X8"X2' TEE, MJ X MJ X FLG
 - (1) 8" GATE VALVE, FLG X MJ W/MJ RESTRAINT
 - (1) STD. FIRE HYDRANT ASSEMBLY
 - (2) THRUST BLOCKS
- INSTALL 1" WATER SERVICE W/ METER BOX WITH 1'X3/4" METER STOP (TYP.) PER AGENCY STANDARD DETAIL
- INSTALL 2" PERMANENT BO ASSEMBLY W/ MJ CAP & MJ RESTRAINT PER AGENCY STANDARD DETAILS
- INSTALL 8" MJ 45' BEND W/MJ RESTRAINT AND THRUST BLOCK PER AGENCY STANDARD DETAIL
- TEE WITH GATE VALVES AND THRUST BLOCK PER AGENCY STANDARD DETAIL. INSTALL:
- (1) 8" X 8" X 8' TEE, FLG X FLG X FLG
 - (3) 8" GATE VALVES, FLG X MJ W/MJ RESTRAINT
 - (1) THRUST BLOCK
- HOT TAP EX. 8" PVC, CL200 WATER MAIN PER STD AGENCY HOT TAP
- INSTALL:
- (1) 8"X8" STAINLESS STEEL TAPPING SLEEVE
 - (1) 8" TAPPING GATE VALVE, FLG X MJ W/MJ RESTRAINT
 - (1) THRUST BLOCK
- INSTALL MANUAL AIR RELEASE VALVE AT HIGH POINT OF MAIN PER AGENCY STANDARD DETAILS
- DEFLECT WATER MAIN PER MANUFACTURERS ALLOWABLE SPECIFICATIONS AROUND CURVE
- INSTALL THRUST BLOCK PER AGENCY STANDARD DETAILS
- WO INSTALL WATER QUALITY SAMPLING STATION

SANITARY SEWER CONSTRUCTION NOTES*

- *ALL CONSTRUCTION METHODS PER CITY STANDARD DETAILS
- SANMH 10
 - SS
- INSTALL STANDARD SEWER MANHOLE PER AGENCY STANDARD DETAILS
- INSTALL 8" SANITARY SEWER MAIN PER AGENCY STANDARD DETAILS
- INSTALL STANDARD CLEAN OUT (CO)
- INSTALL STANDARD 4" SANITARY SEWER LATERAL PER AGENCY STANDARD DETAILS. SEE SANITARY SEWER LATERAL TABLE.
- SAN NOTE #1
FOR EXISTING HOUSE AT CURRENT ADDRESS PRIOR TO GRADING IN THE PHASE 1 AREA, CONTRACTOR TO LOCATE AND VERIFY THE LOCATION OF ALL EXISTING SEPTIC AND DRAINFIELD AND PRESERVE FUNCTION OR MAKE OTHER APPROVED ACCOMMODATIONS DURING GRADING AS NEEDED. CONTRACTOR TO MAKE ARRANGEMENTS IN ACCORDANCE WITH REGULATIONS TO SWITCH OVER EXISTING HOUSE TO THE PUBLIC SAN MAIN AT THE APPROPRIATE TIME, WHEN THE DOWNSIDE SANITARY BECOMES LIVE. AFTER SEPTIC TANK AND DRAINFIELDS TO BE ABANDONED IN ACCORDANCE WITH AGENCY REGULATIONS AND DOCUMENTATION OF ABANDONMENT SUBMITTED TO THE PROJECT ENGINEER AND AGENCY IMMEDIATELY AFTER DECOMMISSIONING.
- CONTRACTOR TO CALL LOCATE, VERIFY ALL UTILITIES AND CONFLICTS AND REPLACE OR RELOCATE ALL UTILITIES AS NECESSARY - TYPICAL ALL UTILITIES
- CONTRACTOR TO PROVIDE ADEQUATE DEPTH ON ALL LATERALS TO ALLOW FOR A FUTURE 18 INCH MIN. COVER AT LAT END AT FUTURE HOUSE FOUNDATION.
- SEWER MAIN/WATER MAIN CROSSING:
USE FULL LENGTHS (18 FT) OF PIPE, CROSSING AT MIDPOINT OF EACH.
16" VERTICAL SEPARATION TO BE PROVIDED FROM SANITARY & WATER BY CONTRACTOR ADJUSTING WATER LINE DEPTH.
MAINTAIN MINIMUM 10' HORIZONTAL SEPARATION BETWEEN WATER MAIN AND SEWER MAIN.
- SANITARY SEWER NOTES:
1. ALL LATERALS TO BE VERIFIED AT MINIMUM COVER PRIOR TO PAVING
2. PRE-PAVING ASBUILT TO BE PROVIDED AND APPROVED BY AGENCY PRIOR TO PAVING

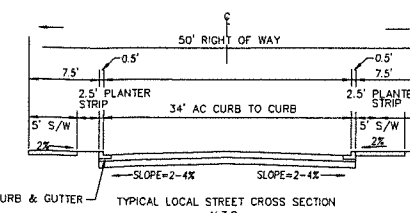
FOR EROSION CONTROL:
AFTER INSTALLATION ALL CB & INLETS TO HAVE A SILT SACK INSTALLED & BIOBAGS SURROUNDING INLET GRATES.

FIRE NOTES:
1. THE FIRE DISTRICT WOULD REQUIRE ALL HYDRANTS IN THIS SUBDIVISION TO MEET FIRE DISTRICT HYDRANT STANDARD THIS INCLUDES A 5' STORZ COUPLING AND CAP ON THE STEAMER PORT OF HYDRANT.
2. THE DISTRICT IS REQUIRING 400 FEET SPACING BETWEEN HYDRANTS. THIS IS DUE TO ANTICIPATED FIRE LOADING AND DEAD ENDS FROM ACCESS ROADS AND CUL DE SAC ON WESTBORO COURT.
3. THE FIRE DISTRICT IS REQUIRING A BLUE REFLECTIVE MARK ON THE ROAD IDENTIFYING WHERE THE HYDRANT IS. THIS SHOULD BE IN ACCORDANCE WITH FIRE DISTRICT STANDARD.
4. THE FIRE DISTRICT WILL BE REQUIRING THE ACCESS ROADS DURING THE CONSTRUCTION PROCESS TO BE IDENTIFIED AND SIGNED PER FIRE DISTRICT STANDARD.

STORM CONSTRUCTION LEGEND & NOTES*

*ALL CONSTRUCTION METHODS PER AGENCY STANDARD DETAILS SHEETS IN PLAN SET

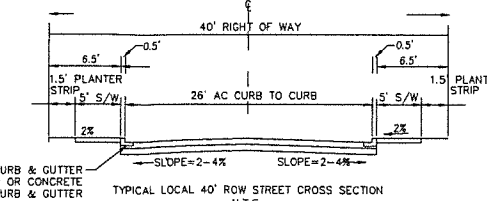
- STMHX 10
 - CBW
 - CCIN
- INSTALL STANDARD STORM MANHOLE PER STANDARD DETAILS
- INSTALL STORM MAIN PER STANDARD DETAILS
- STANDARD CATCH BASIN (CB)
CONCRETE CURB INLET
- CONCRETE CATCH BASIN - TYPE 1



CURB & GUTTER
TYPICAL LOCAL STREET CROSS SECTION
N.T.S.

3" ASPHALT SURFACE
2" AGGREGATE - LEVELLING COURSE
8" AGGREGATE - SUBBASE
GEOTEXTILE IS REQUIRED UNDER ALL BASE ROCK SECTIONS.
SIDEWALKS MAYBE ATTACHED OR DETACHED.

INTERNAL STREETS - URBAN LOCAL RESIDENTIAL 50' ROW STREET



CONCRETE CURB & GUTTER
VERTICAL CURB OR CONCRETE ROLLED CURB & GUTTER

TYPICAL LOCAL 40' ROW STREET CROSS SECTION
N.T.S.

3" ASPHALT SURFACE
2" AGGREGATE - LEVELLING COURSE
8" AGGREGATE - SUBBASE
GEOTEXTILE IS REQUIRED UNDER ALL BASE ROCK SECTIONS

INTERNAL STREETS - LOCAL 40' ROW STREET

LEGEND

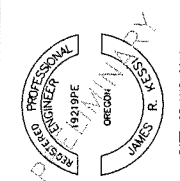
	EXISTING	PROPOSED
EDGE OF PAVEMENT	EP	EP
RIGHT-OF-WAY	R/W	R/W
BOUNDARY LINE		R/V
SANITARY SEWER	SS	SS
WATER		W
CENTERLINE		
FIRE HYDRANT		
WATER LATERAL & METER	W/A	
SANITARY LATERAL		
STORM LATERAL		

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	1	2	3	4	5
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DESIGNED BY:	J.K.				
CHECKED BY:	J.K.				



PROJECT
DATE:
08 MAR 2018

BAILEY SUBDIVISION
COMPOSITE
UTILITY PLAN

A PROPOSED PHASED PRELIMINARY PLAT PLANNED DEVELOPMENT
A PORTION OF THE 1/4 OF SECTION 6, T4N, R1W, WM CITY OF ST. HELENS, COLUMBIA
COUNTY, OREGON

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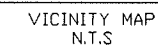
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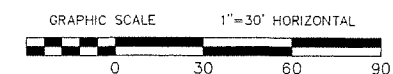
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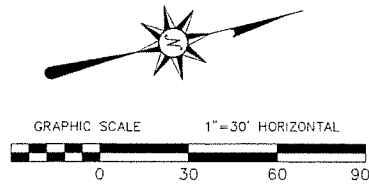
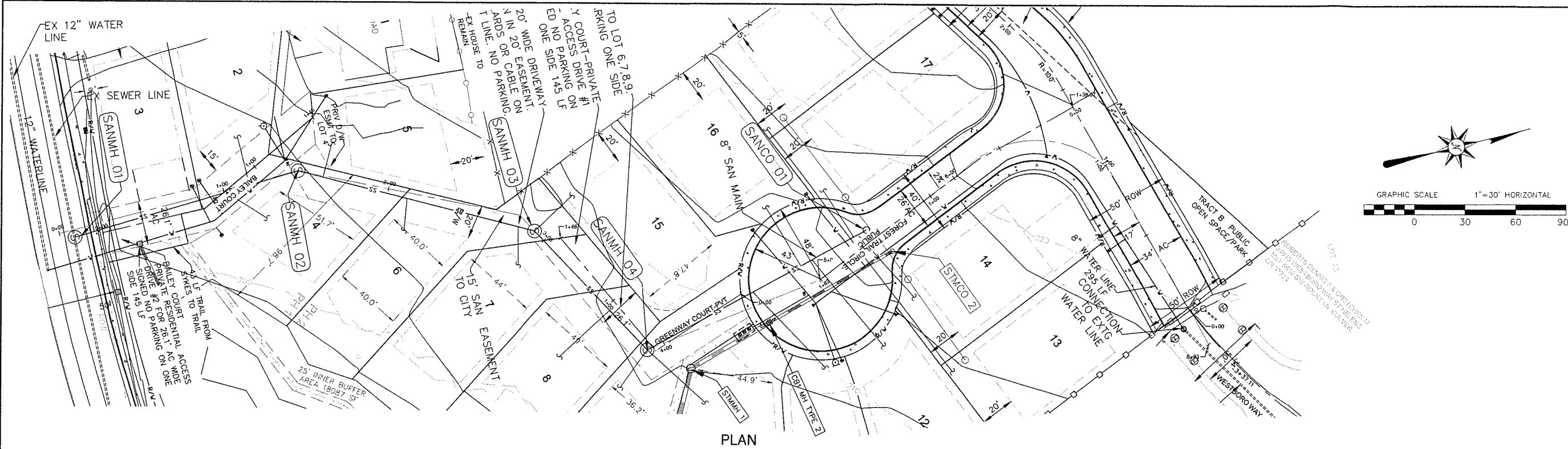
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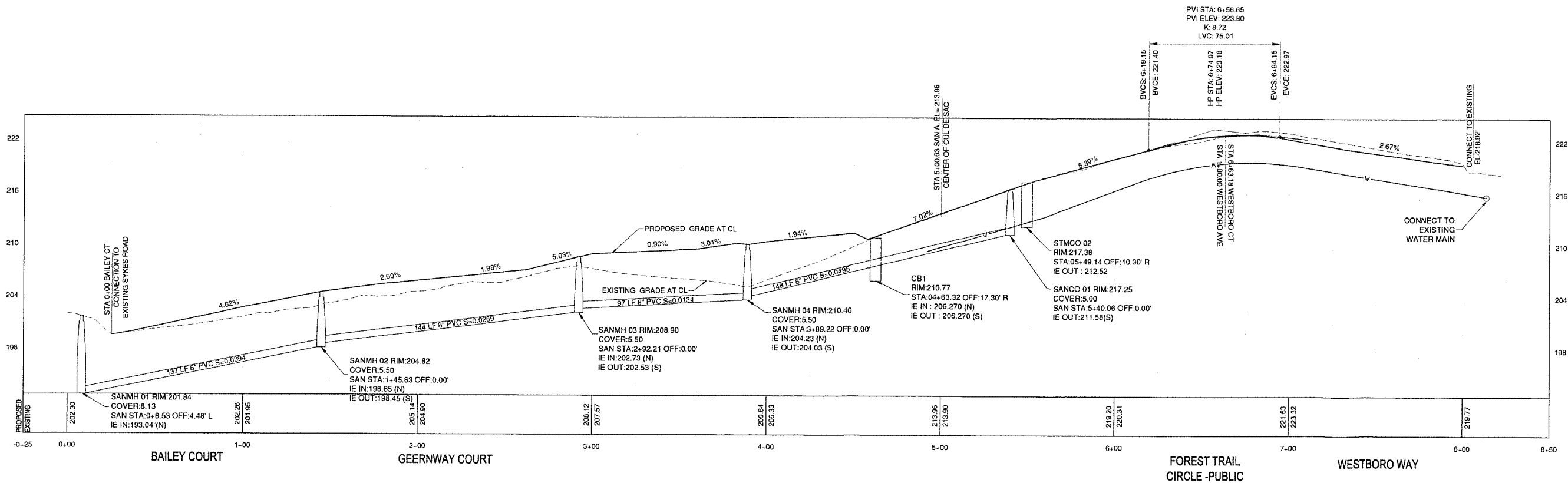


BUFFER AREA FOR PLANTATION	
1) In Lots 4,6,7	7,103 SQFT
2) In Lots 9,10,11	3,884 SQFT
3) Outer 25' area Adjacent to Sykes Road	4,261 SQFT
TOTAL	15,248 SQFT

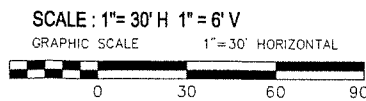




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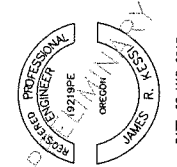


PROFILE
ACROSS SHARED
PRIVATE DRIVEWAY



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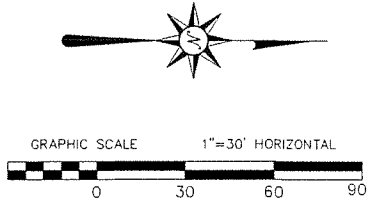
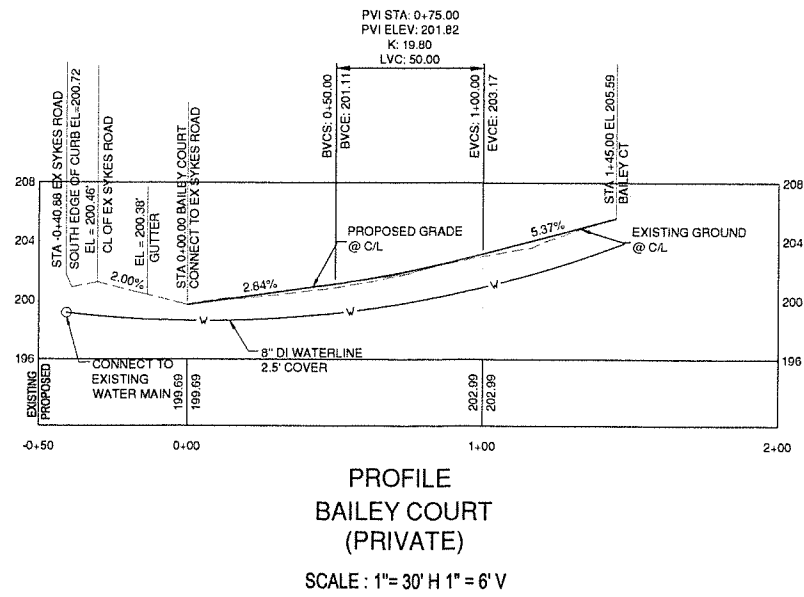
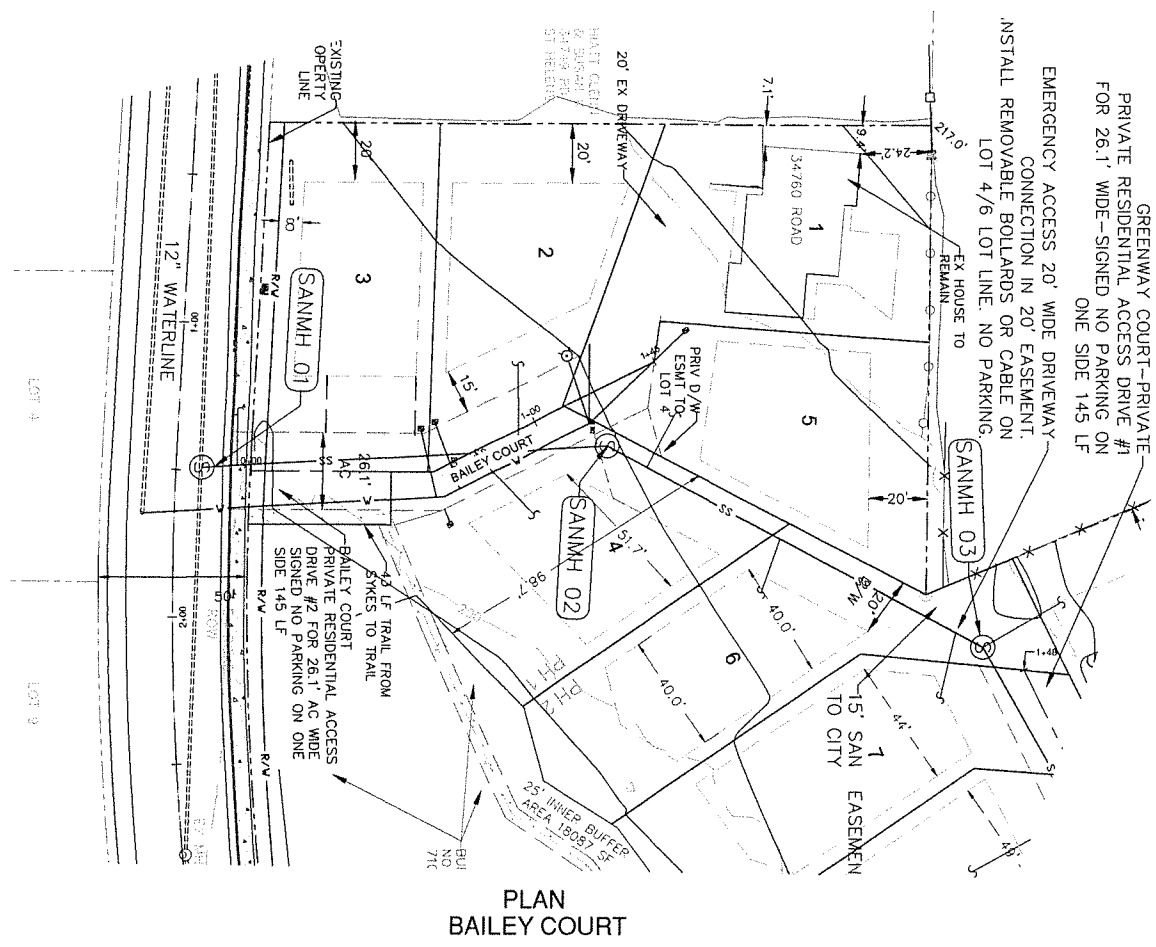
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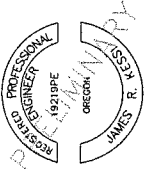
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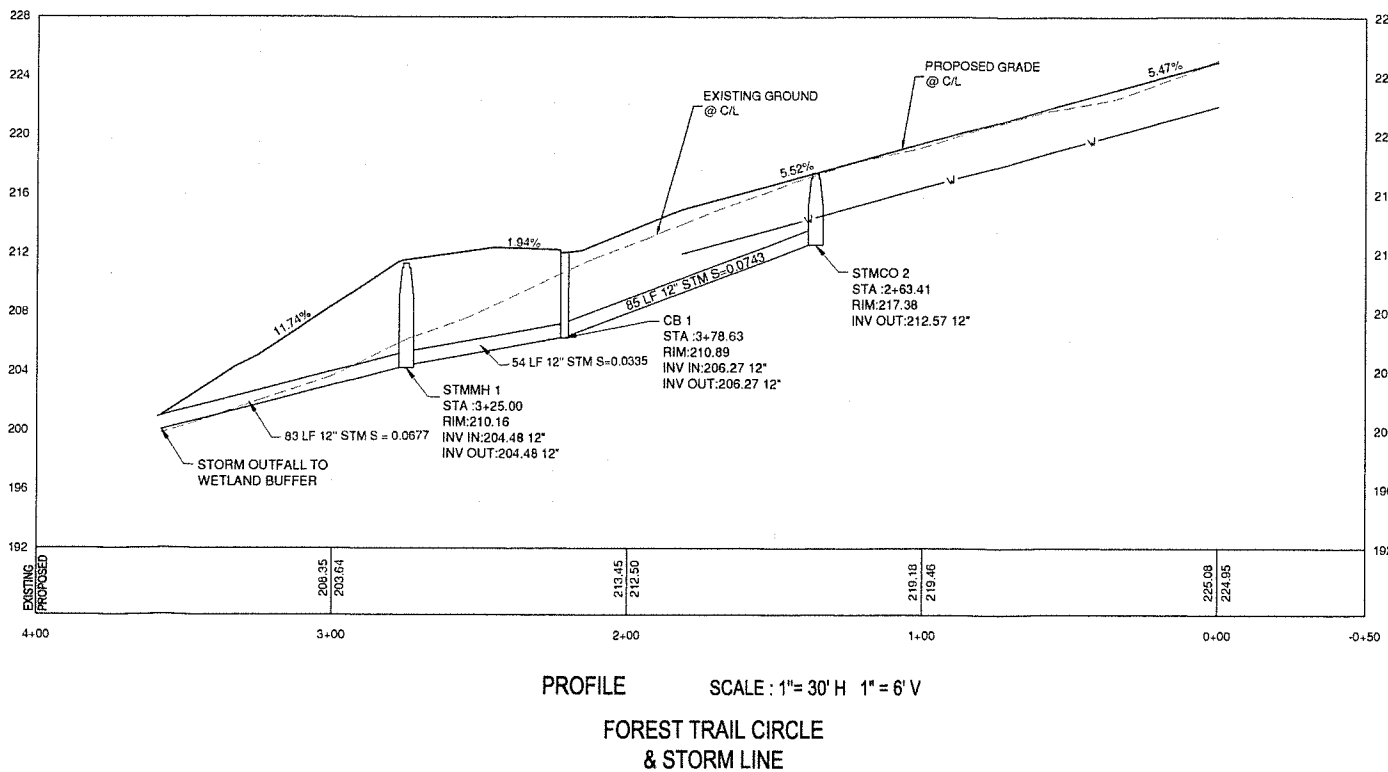
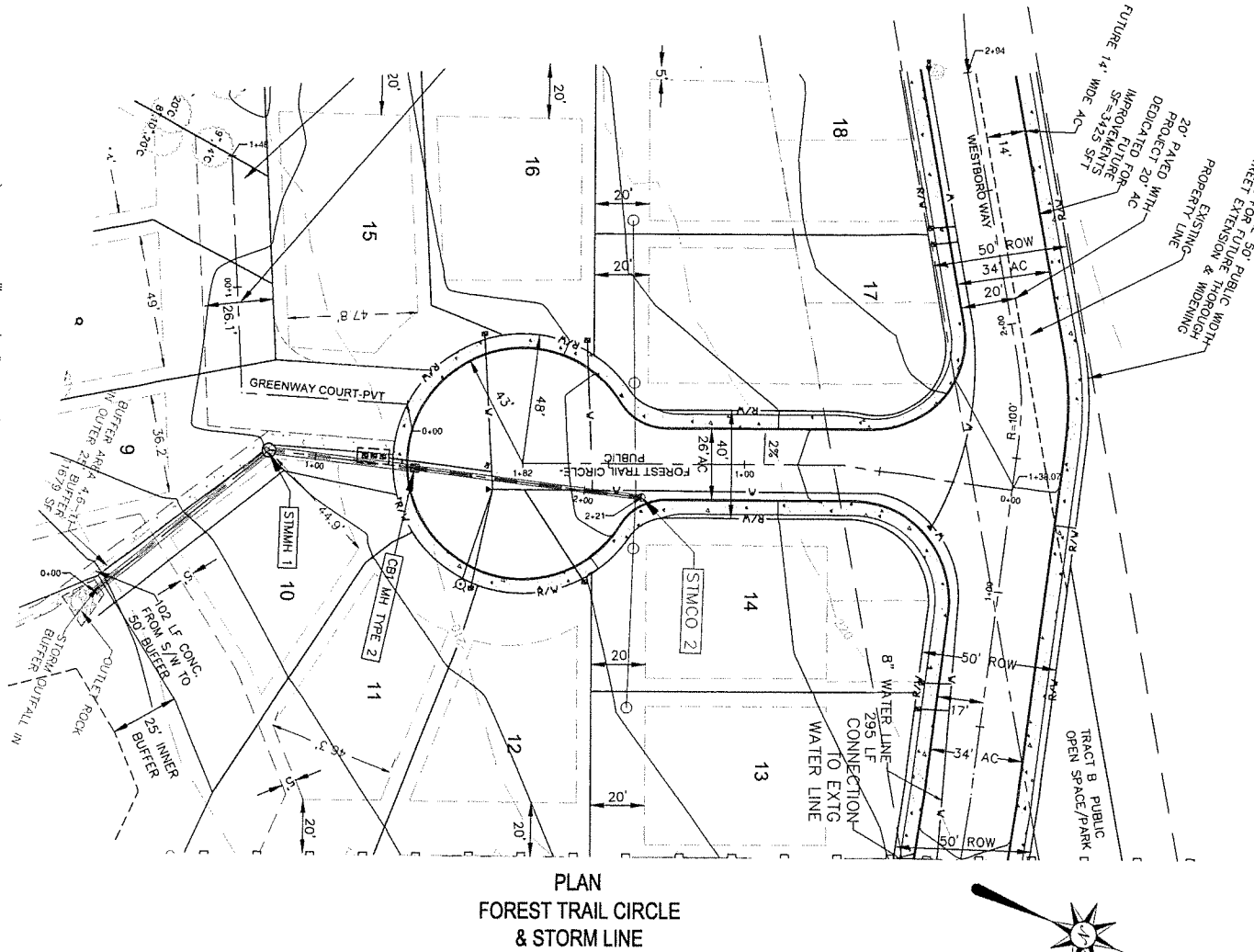
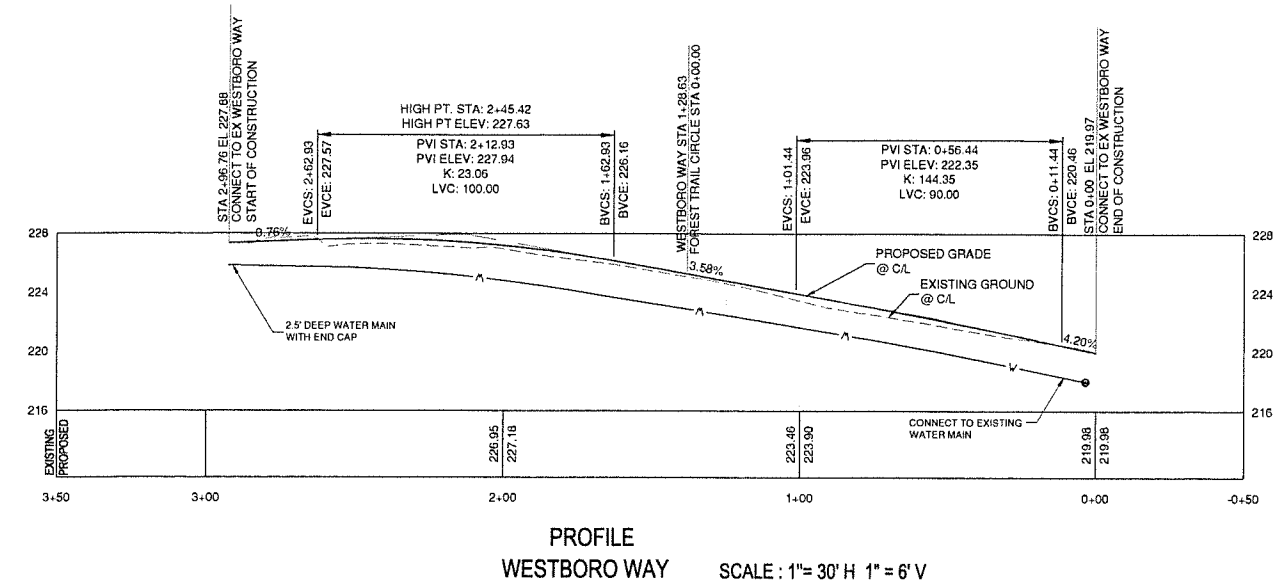
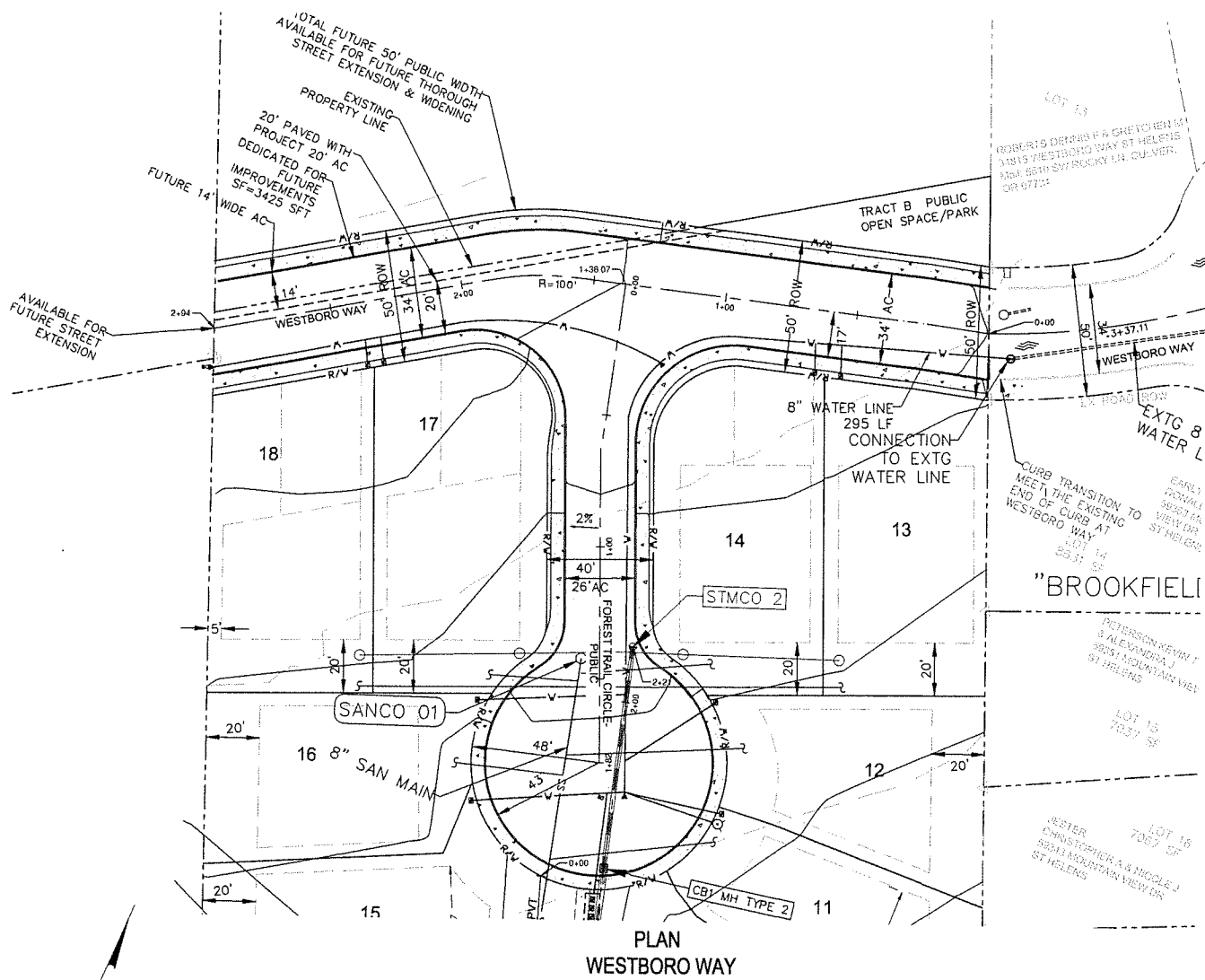


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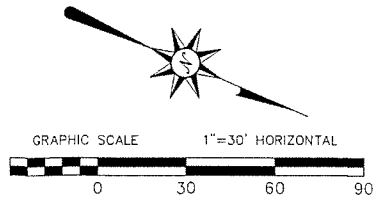
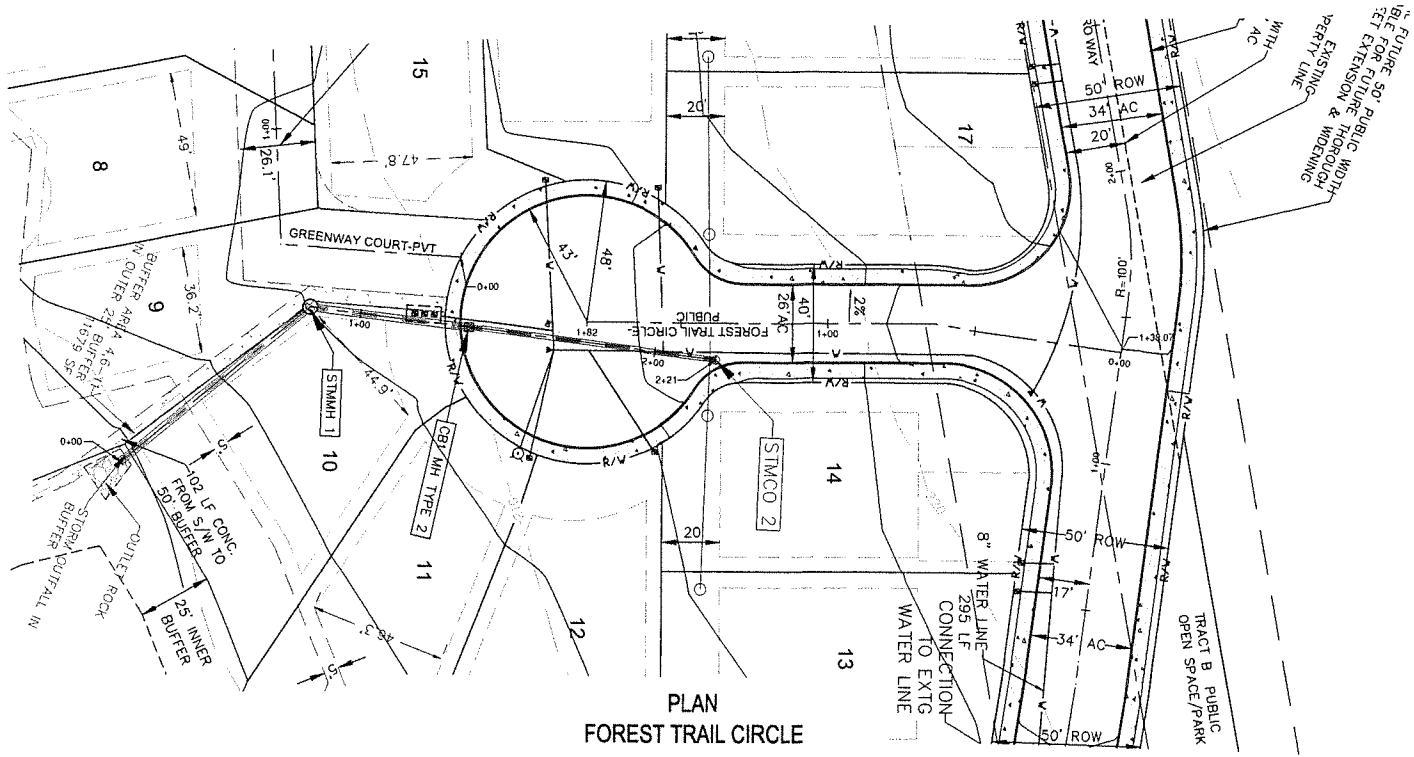
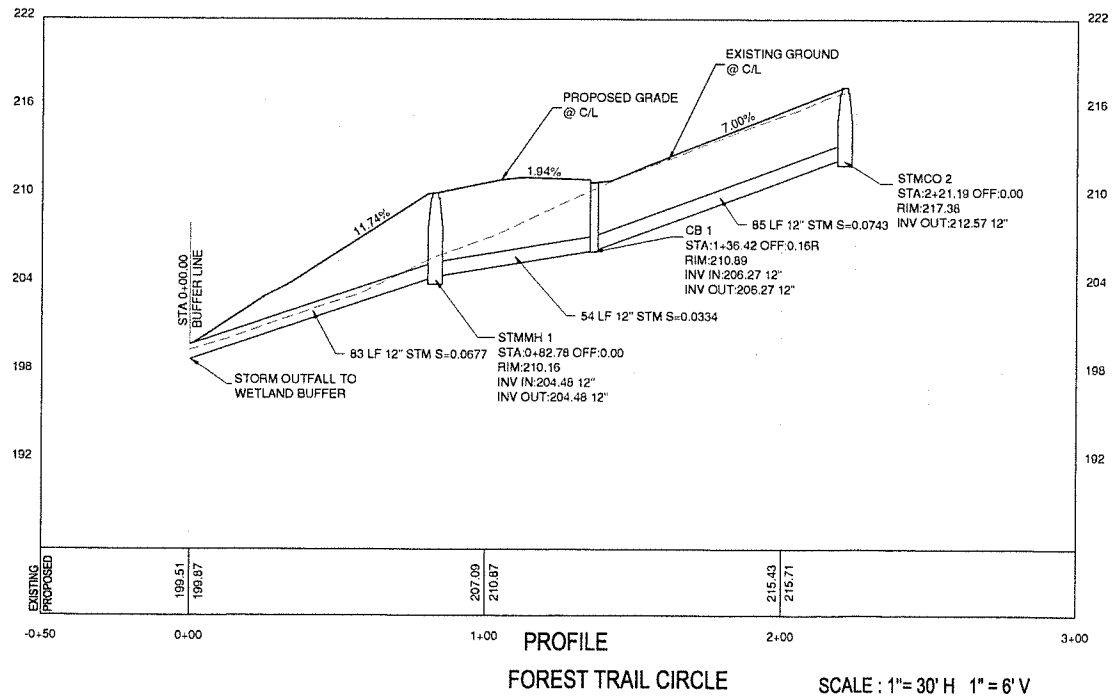
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PLAN & PROFILE

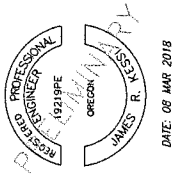
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BAILEY SUBDIVISION
STORM UTILITY
PLAN & PROFILE

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