



CITY COUNCIL WORK SESSION

Wednesday, March 06, 2019

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. **Call Work Session to Order - 1:00 p.m.**
2. **Swearing in of New Police Officer Terry Massey Jr.**
3. **Visitor Comments - Limited to five (5) minutes per speaker**
4. **Discussion Topics**
 - 4.A. Presentation by the St. Helens High School Robotics Club
 - 4.B. Presentation and Q&A on S. 1st/St. Helens St. Intersection Improvements - Kittelson & Associates
 - 4.C. Review Draft of Council Operating Rules & Procedures
[04C. DRAFT Council Operating Rules & Procedures 030619 .pdf](#)
 - 4.D. Review Draft of Council Governing Policy
[04d. DRAFT Governing Policy 030619.pdf](#)
 - 4.E. Review Agreement for Special Events Coordination & Management with E2C Corp.
[04e. PSA w E2C Corp - Events Coord & Mgmt.pdf](#)
5. **Department Reports**

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

**Be a part of the vision...get involved with your City...volunteer for a City of St. Helens Board or Commission!
For more information or for an application, stop by City Hall or call 503-366-8217.**

- 5.A. Administration/Community Development Department Report
[05. ADMIN-CD Dept Rept.pdf](#)

6. **Council Reports**

7. **Other Business**

8. **Adjourn**

Executive Session - *Following the conclusion of the Council Work Session, an Executive Session is scheduled to take place to discuss Real Property Transactions, under ORS 192.660(2)(e) 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.*

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City of St. Helens
CITY COUNCIL
OPERATING RULES AND PROCEDURES

Revised DRAFT last updated January 31, 2019

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SECTION I – AUTHORITY

These operating procedures and policies are adopted under the authority granted in the St. Helens Charter, Chapter ~~III IV~~, Section 13.

SECTION II – OFFICERS OF THE CITY COUNCIL

~~1.~~ **Mayor** – The Mayor shall be chair of the Council and preside over its deliberations. The Mayor shall have a vote on all questions before the Council. The Mayor shall have authority to preserve order, enforce the rules of the Council and determine the order of business under the rules of the Council. With the consent of the council, and following the procedures of the council, appoints members of commissions and committees established by ordinance or resolution. The mayor must sign all records of council decisions.

~~2.1.~~ **President of the Council President** – At its first meeting of each odd-numbered year, the Council by written ballot shall elect a President from its membership. The President of the Council shall perform the duties of the Mayor in the Mayor's absence.

SECTION III –MEETINGS OF THE CITY COUNCIL

1. Meetings

All meetings of the council or the boards, committees, and commissions of the city shall be in conformance with Chapter 192, Oregon Revised Statutes, Public Meetings.

A. Regular Meetings

The regular meetings of the Council shall be on the first and third Wednesdays of each month, except when that day falls on a legal holiday in which event the council shall meet on the next following regular business day. Unless otherwise noticed, regular meetings shall be held on the days appointed at ~~7:30-00~~ p.m.

At its first regular meeting of each new-year, the Council shall adopt a resolution stating the dates, times, and locations of its regular meetings for the year.

B. Special Meetings

A special meeting may be called either by the Mayor or two (2) members of the Council. Written notice of the time and place of such special meeting and the subjects to be acted upon shall be delivered in writing to interested persons, the media and all members of the council at least 24 hours in advance of the time of said meeting, and the council may consider and act only upon such matters as contained in the written notice.

C. Work Session Meetings

Regular work sessions of the council shall be on the first and third Wednesdays of each month, unless otherwise noticed, and shall be held on the days appointed at ~~121:00~~ p.m. ~~Meetings shall end not later than 4:00 p.m. unless the council by a two-thirds vote of those present extends the meeting a time certain.~~ At such work sessions no final decisions may be made or action taken. Work Sessions shall begin with visitor's comments to provide the public with an opportunity to address the City Council.

Commented [JW1]: We currently do not have a time cap on meeting length nor take specific action to extend meetings past 4pm. Consider removing

At its first regular meeting of each new-year, the Council shall adopt a resolution stating the dates, times, and locations of its work session meetings for the year.

D. Adjourned Meetings

At any regular or adjourned meeting, the meeting may be adjourned to a later date by a majority vote of the Council. In the event any regular meeting is adjourned, the Mayor may call an adjourned meeting at such time as the Mayor may designate upon giving appropriate legal notice and having each councilor notified personally, or in writing, at least 24 hours in advance of the time and place of such adjourned meeting.

E. Public Hearings

The regular public hearings of the council shall be on the first and third Wednesdays of each month, unless otherwise arranged, and shall be held on the days appointed between 6:00 p.m. and 7:30-00 p.m. depending on the purpose. Staff may, at its discretion, schedule such time as needed per topic and considering the start of the council's regular meeting at 7:30-00 p.m. At public hearings, no final decisions may be made or action by the Council.

F. Public Forums

~~Monthly public forums will normally be scheduled the first Wednesday of each month beginning at 6:00 p.m.~~ Public forums are ~~topic specific~~ to provide the public an opportunity to receive topic specific information and provide input and testimony. Public forums will be held in City Hall or such other locations as may be determined by the Council

Commented [JW2]: This change removes the first Wednesday and provides forums to be located outside City Hall should such occasion necessitate.

G. Emergency Meetings

Emergency meetings are special meetings called on less than twenty-four (24) hours' notice. The Council will declare the emergency and the minutes of the meeting will describe the emergency justifying less than twenty-four (24) hours notice. The City will take appropriate steps to notify the media and other interested persons to inform them of the meeting. Notice will be by telephone or facsimile.

H. Executive Sessions

All executive sessions of the Council shall be called and conducted in accordance with the Oregon Open Meetings Law. No executive session may be held for the purpose of taking any final action or making any final decision. Final actions and final decisions must be done in open regular meetings of the council. Executive session attendance shall be determined by the Mayor (as the presiding officer) or the Council.

2. Meeting Place

All Council meetings shall be held in the City Hall or such other location as may be determined by the Council.

3. Quorum

A majority of members of the Council shall constitute a quorum for its business, but a smaller number may meet and compel the attendance of absent members in a manner provided by ordinance or these rules.

4. Attendance

The Mayor and Councilors are expected to attend all Council meetings and work sessions. The City Charter provides that the position of Mayor or a Council member becomes vacant upon an incumbent's unexcused absence from the City for 30 days without the consent of the Council or upon his/her absence from meetings of the Council for 60 days without like consent, and upon a declaration by the Council of the vacancy. Excused absences from Council meetings and work sessions may be granted on a case by case basis.

A Councilor who is unavailable in person may participate in work sessions and regular meetings by conference phone if approved by the Mayor and two members of the Council. If telephonic participation is approved, the Councilor would be considered in attendance.

5. Ordinances

Every ordinance shall be enacted in accord with Chapter ~~VIII-IV~~ of the St. Helens City Charter. The enacting clause of all ordinances shall be "The City of St. Helens ~~does~~ ordains as follows:". Except as the following paragraphs provide to the contrary, every ordinance title shall, before being put upon its final passage, be read fully and distinctly in open Council meeting on two different days.

Except as the following paragraph provides to the contrary, an ordinance may be enacted at a single meeting of the Council by unanimous vote of all Council members present, upon being read first in full and then by title.

Any of the readings may be by title only if no Council member present at the meeting requests to have the ordinance read in full or if a copy of the ordinance is provided for each Council member and three copies are provided for public inspection in the office of the City Recorder not later than one week before the first reading of the ordinance and if notice of their availability is given forthwith upon the filing, by written notice posted at City Hall and two other public places in the City or by advertisement in a newspaper of general circulation in the City. An ordinance enacted after being read by title alone may have no legal effect if it differs substantially from its terms as it was thus filed prior to such reading, unless each section incorporating such a difference is read fully and distinctly in open Council meeting as finally amended prior to being approved by the Council.

Upon final vote on an ordinance, the ayes and nays of the members shall be taken and entered in the record of proceedings.

Upon the enactment of an ordinance the Recorder shall sign it with the date of its passage and his/her name and title of office, and within three (3) days thereafter the Mayor shall sign it with the date of his/her signature, name and title of office.

An ordinance enacted by the Council shall take effect on the thirtieth (30th) day after its enactment. When the Council deems it advisable, however, an ordinance may provide a later time for it to take effect, and in case of an emergency, it may take effect immediately.

6. Resolutions

Every resolution shall be enacted in accord with Chapter V of the St. Helens City Charter. The enacting clause of all resolutions shall be "The City of St. Helens resolves as follows:".

A resolution or any other council administrative decision requires approval of the council. Any substantive amendment must be read aloud or made available in writing to the public prior to adoption. After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes.

Commented [JW3]: Current council rules do not specifically address Resolutions. Charter language added.

6.7. Procedures

The conduct of all meetings of the Council or of any committee appointed by it shall be governed by the City charter, city code and these operating rules and procedures.

7.8. Voting

Except as the Charter otherwise provides, the affirmative vote of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council. The voting on all ordinances or resolutions shall be by roll call vote and recorded in the minutes showing those members voting for and those voting against.

8.9. Decorum

The presiding officer of the council shall be responsible for ensuring that order and decorum are maintained during all meetings of the Council, and shall be responsible for assigning to the Sergeant-at-Arms his or her duties and station. The Chief of Police, or such member of the Police Department as he/she shall designate, shall be Sergeant-at-Arms of the Council. He/she shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order, decorum and to enforce the rules of conduct as directed by the presiding officer. ~~Sergeant at Arms shall be present at all scheduled meetings and where a quorum exists.~~

Commented [JW4]: All meeting may not require a sergeant at arms and the presiding officer can make that determination. Consider deleting.

Presiding Officer

Mayor – The Mayor shall preside over Council deliberations and serves as the political head of the government. He/she shall have a vote on all questions before the Council. He/she shall have authority to preserve order, enforce the rules of the Council, and determine the order of business under the rules of the Council. With the consent of the council, and following the procedures of the council, the mayor appoints members of commissions and committees established by ordinance or resolution.

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Council President – At its first meeting of each odd-numbered year, the Council by written ballot shall elect a president from its membership. In the Mayor's absence from a Council meeting, the President shall preside over it. Whenever the Mayor is unable to perform the functions of his office, the President shall act as Mayor.

In the absence of the Mayor and the President, if a quorum of the council is present, the senior member of the council shall preside over the meeting as President Pro-Tem. If there is no one senior member of the council, council shall choose, by vote, a President Pro-Tem to preside at that meeting.

The Council President or the Council President Pro-Tem, while serving as presiding officer, may propose motions and debate from the chair, subject only to the limitations of debate as are imposed on all members and shall not be deprived of any of the rights and privileges of a councilor by reason of acting as presiding officer.

9.10. Record of Proceedings

The Council shall cause a record of its proceedings to be kept. Upon the request of any of its members, the ayes and nays upon any question before it shall be taken and entered in the record.

No action by the Council shall have legal effect unless the motion for the action and the vote by which it is disposed of take place at proceedings open to the public.

10.11. Order of Business

Matters to be considered by the Council at its meetings shall be placed on an agenda to be prepared by the City ~~Recorder-Administrator~~ and/or his/her designee, typically City Recorder, ~~from-for~~ the following materials:

- All items considered by the Council from work sessions that require official action of the Council. Work session agenda items will normally be considered at the next regular meeting.
- All items directed by the Mayor or a member of the Council to be listed on the agenda. The Mayor or presiding officer will be notified of agenda items requested by a Council member.
- All items deemed appropriate by the City ~~Recorder~~Administrator.
- All items which are required by law to be presented to the Council.
- The Council may also consider any other item, proposed by the Mayor, a member of the Council or the City ~~Recorder~~Administrator, not included on the written agenda.
- Items appearing on the Council agenda may be assigned a time limit by the Mayor or presiding officer. The Mayor or Council may extend the time limit until an issue or item is discussed and resolved.

Commented [JW5]: In 2007 the council created the position of City Administrator Chapter 2.12. In this section there is a reference to the City Administrator position being held by the City Recorder which creates something of a circular reference. The City has both positions and the adopted organizational chart clearly shows the Recorder position within the Administration department. Purpose change is to align with org chart.

~~11.~~ Correspondence, petitions or other written material that concerns items that are or may be on the agenda may be submitted to the City ~~Recorder's-Administrator's~~ Office at any time, but may only appear on the agenda if received by 12:00 p.m. the Wednesday preceding the intended Council meeting. The City ~~Recorder~~ Administrator may hold agenda items to have an appropriate study made of the issue, question or request.

Any material submitted without the author's name and address will not be put on the Council agenda. Substantive matters arising under "~~Topics From The Floor~~Visitor Comments" will be referred to the City Recorder Administrator for study.

Commented [JW6]: Topic from the floor is replaced with Visitor Comments to reflect current practices.

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12. Agendas and Supportive Material

The City Administrator typically through the City Recorder, shall provide copies of public records to any person so requesting that material, in compliance with the Oregon Revised Statutes, Public Records Law. A fee for copies may be charged based upon the cost of copying plus a reasonable administrative fee based on actual cost, which fees shall be adopted by Council resolution.

Copies of the supportive agenda material will be available to the media, and upon request, to members of the public at the time distributed to the Council, except for those items exempt from disclosure under the Public Records Law.

17. Appointing Committees

All committees, boards and commissions not required by State law to be appointed by the Council shall be appointed by the Mayor. After the committees have been formally announced they cannot be changed except at a regular meeting of the Council. Appointments shall be made to as an agenda item for the meeting at which the appointment is to be made.

18. Council Liaisons

The Mayor, or the presiding officer in the Mayor's absence, will appoint council members liaison appointments to City departments, programs or boards and commissions. Liaisons will act as a communication link to the council and kept the council informed of their department's activities. Council members will not substitute appointments or attendance at meetings without approval of the Mayor or presiding officer.

Commented [JW7]: Council rule create Council "Liaisons" while the Governing Policy creates Council "oversight" Is this intentional or oversight? Needs clarification. Charter prescribes all Powers held by the Council not individual members. Need clarification of oversight purpose.

SECTION IV – CONDUCT AT MEETINGS

1. The Council will be clear and simple in its procedures and consideration of matters coming before it.
2. Any Council member or the Mayor may present main motions on business to come before the Council.
3. It is the policy of the Council to ensure an informed public, aware of the deliberations and decisions of the body and of the information upon which decisions were made. It is the policy of the Council that those decisions be arrived at openly. The Mayor and council are encouraged to explain their rationale for votes during council meetings.
4. Public Debate and Testimony:
 - Members of the public have no right to speak or address the Council at a Council meeting unless recognized by the presiding officer.
 - Time for testimony by members of the audience at public hearings or any Council meeting at which the public is invited or allowed to address the Council may be limited for each speaker and for each subject by the presiding officer or by majority vote of the Council.
 - Unless otherwise directed, persons addressing the Council shall limit their remarks to 5 minutes.
 - A person may request additional time subject to approval of the presiding officer.
 - Questions and discussions by audience members shall be directed to the presiding officer.
 - Directed discussion between members of the audience and Council members or City employees shall be permitted only at the discretion of the presiding officer.
 - Public testimony at regular sessions and work sessions, except at public hearings, shall be under the agenda item, "Visitors Comments" unless specifically permitted by the presiding officer.

- All persons addressing the Council shall do so from the podium after first having clearly stated their name and address for the record. When speaking at public hearings, persons shall confine their comments to the issue under consideration.

5. Identification of Fiscal Impact of Policy Decisions

At such time as the Council adopts a new program or policy with significant revenue implications, it shall offer clear direction to City staff and to the budget committee as to how the program or policy is to be funded. When the City council adopts such a new program or policy or significantly modifies an existing program or policy, it shall indicate how it expects that program or policy to be funded; e.g., which existing taxes or fees the Council expects to increase and by how much, or which current City programs or department expenditures the Council expects to reduce to fund the new program or policy. However, if the Council cannot reasonably identify a potential funding source, it shall so indicate.

~~As used in this section, the term "program or policy with significant revenue implications" includes an ordinance or a resolution in which implementation may entail expenditures in any budget year in excess of one and one-half percent (1.5%) of the City's annual General Fund budget, and which may require increasing existing taxes or fees or imposition of new taxes or fees.~~

Commented [JW8]: Fiscal impacts to Council decision making are typically brought with justification from the City Administrator, Finance Director or Department Heads as part of the Staff recommendation. As written the 1.5% GF metric may not be applicable to the city's enterprise or special revenue fund. Consider revising

6. Reconsidering a Vote

A motion to reconsider a vote can be made only once and at the session at which the motion or matter was adopted, or at the next meeting of the council, provided that no vote to reconsider shall be made after the ordinance, resolution, or act has taken effect.

7. Miscellaneous Provisions

- Members of the Council requesting a legal opinion of the City Attorney may do so directly during a meeting or if the Mayor is aware of the inquiry. A Council member desiring to contact the City Attorney will normally contact the City Administrator to ascertain if the question has previously been posed to the Attorney and/or if staff has researched and can address the issue.
- Authorization is needed from the presiding officer or majority of Council to take a reimbursable trip and incur expenses on city-related business. The following expenditure categories qualify for reimbursement under the above procedure:
 - Reasonable Out of town travel expenses including mileage, meals, and lodging.
 - ~~Long distance telephone costs.~~
 - Additional cellular phone costs related to calls made regarding City business.

Expense reimbursement forms for expenses incurred for authorized purposes are available through the City Recorder. Receipts or other types of documentation are required for all items. The Mayor will review and approve expense claims submitted by council members. The Council President will review and approve expenditures made by the Mayor.

- The Mayor or Council member shall also clarify what, if any, official capacity they are representing when speaking to the press.
- Normally, the City Administrator or his/her designee shall act as the City ombudsman for City business and affairs.

Commented [JW9]: The City has not provided reimbursement to Councilors for additional cellular costs and a stipend for phone use may result undesired public disclosure matters.

GOVERNING POLICY

DRAFT – Feb 27, 2019

1. **Purpose:** The purpose of this policy is to establish guidelines for collaborative administrative decision-making and a governing structure to be used by City Councilors and staff, and to delegate responsibilities and authority to implement the guidelines.
2. **Governing Structure:** The City Council shall operate based on a combination of forms of government. Subject to the allocation and delegation of authorities herein, the City Council shall act as a commission with each Councilor, ~~acting as a commissioner~~, assigned ~~to oversee the activities of~~ one or more City departments. The City Administrator shall supervise and coordinate the activities of all departments, and coordinate the collaborative process described below.
3. **Collaborative Decision-Making:** This process applied to administrative decision-making regarding department-level matters. Routine and emergency decisions applying adopted City policies shall be made by Department Heads. Decisions requiring policy interpretation or development shall be made in a collaborative process involving discussion and resolution between the Councilor assigned to the department, the City Administrator, and the Department Head. Issues that cannot be resolved by consensus in the collaborative process shall be referred to the Council.
4. **Personnel Supervision and Discipline:** Subject to the City's adopted personnel rules, supervisory authority shall be as follows:
 - a. Employees of departments shall be supervised by the Department Head, including discipline not involving termination.
 - b. Department Heads ~~and the City Administrator~~ shall be supervised by the City Administrator ~~Councilor or Mayor—charged with department oversight of each department.~~ Hiring and termination of Department Heads and the City Administrator shall be the responsibility of the Council.
 - c. Decisions regarding hiring and termination of department employees shall be made using the collaborative process. Such decisions that lack concurrence of the collaborative group shall be referred to the Council.
5. **Personnel Evaluations:** Subject to the City's adopted personnel rules, responsibility for personnel evaluations shall be as follows:
 - a. Department employees shall be evaluated by their supervisors subject to review and approval by each Department Head.
 - b. Department Heads shall be evaluated by the assigned Councilor and the City Administrator.
 - c. The City Administrator shall be evaluated by the City Council ~~Mayor, each Councilor and each Department Head.~~
 - d. ~~The Municipal Judge and the City Attorney shall be evaluated by the Mayor, each Councilor and the City Administrator.~~
 - e. Evaluations shall be written in a form approved by the Council.
 - f. Upon completion, evaluations ~~of department employees~~ shall be communicated with the employee and referred to the City Administrator for retention in secured personnel files.
 - g. ~~Evaluations of Department Heads, City Administrator, Municipal Judge and City Attorney shall be submitted to the Council President, and the Council President shall compile evaluations for submission of consolidated evaluations to the Council for approval.~~

~~h.g. Approved evaluations shall be communicated to each employee, judge or attorney in a manner determined by the Council, and retained by the City Administrator.~~

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **E2C Corp.** (“Contractor”).

RECITALS

A. The City is in need of consulting services to produce and manage events, and Contractor is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to Special Events Management, and Contractor accepts such engagement. The principal contact for Contractor shall be Tina Curry, phone (360) 241- 6456.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall be retroactive to January 1, 2019 and renew automatically in one year increments unless terminated. Such extensions shall be in writing with terms acceptable to both parties.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment C.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, the fee shall include all local travel, telephone and computer expense, and routine document copying. Reimbursable expenses shall be approved by the City and shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within seven (7) days of receipt thereof. The City shall notify Contractor of any disputed amount given from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail or by email or other electronic means. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City of St. Helens
Attn: City Administrator
PO Box 278
St. Helens OR 97051

CONTRACTOR: **E2C Corporation**
Attn: Tina Curry
2316 NE Minnehaha Street
Vancouver WA 98665

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid, or received electronically.

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon ninety (90) day written notice if one of the following occurs: (a) the contractor fails to substantially perform in accordance with the terms of this Agreement; City shall not pay contractor beyond date of termination, or (b) the City, in its sole discretion, decides to abandon the project.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

16. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

17.3 Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. _____]

18. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

19. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties’ partners, successors, executors, administrators and assigns.

21. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor’s interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice

diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

24.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CITY OF ST. HELENS

Council Meeting Date: March 6, 2019

Signature: _____
Print: John Walsh
Title: City Administrator
Date: _____

CONTRACTOR:

Signature: _____
Print: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTACHMENT A
Scope of Work

CITY OF ST. HELENS, OREGON

Special Event Coordination & Management

PROGRAM OBJECTIVE

The primary objective of the City's Tourism program is to draw people to the St. Helens Community for a positive visitor experience. The strategy proposed for achieving this goal is to continue producing meaningful events and activities that draw visitors, fill hotel rooms, support local merchants and improve community identity and livability. In order to ensure sustainability, the program costs are expected to be fully recovered through event revenues, sponsorships and the transient lodging fees collected. The Contractor shall work with the City to develop a sustainable program budget where anticipated revenues and expenses are considered for the forthcoming fiscal year.

EVENT DESCRIPTIONS

Over the past several years the City has concentrated tourism investments into four major event programs. These events include 13 Nights on the River, Fourth of July, The Spirit of Halloweentown, and the annual Christmas Tree Lighting ceremony. Contractor will also have the option to produce additional City authorized events to improve the program and ensure fiscal sustainability. These events include the following:

- **13 Nights on the River**
This popular 13 Nights of the River concert series has been a Thursday night favorite in Columbia View Park June through Labor Day.
- **Fourth of July**
The Fourth of July has been a long-standing tradition on the St. Helens waterfront. It is the City's continued desire to partner with a community services organization or major sponsor to ensure the Fourth of July celebration continues. The Contractor should expect to collaborate with community organizations in a effort to ensure a quality event while minimizing the impact on City's financial resources.
- **Spirit of Halloweentown** – This event has grown into a media sensation attracting tens of thousands of visitors to experience the magical place where Disney's Halloweentown was filmed in the late 1990's. The event has expanded from a modest community celebration into a month long program where the City transforms and embraces the Spirit of Halloweentown. Past activities have included celebrity visitors, character actors, music

performances, meet and greet events, tractor rides, parking management, vendor management, Fairy Festival, haunted tours and more.

- **Christmas Tree Lighting**

The Christmas Tree Lighting ceremony occurs the evening the Portland Christmas Ships visit in December. This event oversees the decorating and take down of the Court House Plaza, tree and activities the night of the event. Traditionally, the City provides the ship captain's dinner, Santa and Mrs. Claus visit, amplified or live music, free hot chocolate, warming barrels and in 2018 there was a tribute fireworks program.

- **Other Events**

The event contractor may opt to produce additional events and activities throughout the year to ensure program sustainability. Such additional events will be authorized by the City and without additional compensation.

SCOPE OF SERVICES

Event Coordination & Management

E2C Corporation will be responsible for coordinating City events from inception to completion. Duties will include, but are not limited to:

- Developing, managing and executing master event logistical plan and timeline for each gathering;
- Advertising, promoting and marketing events, including management of social media and event accounts (Discover Columbia County, Spirit of Halloweentown Facebook and others);
- Creating, managing and reconciling event budgets, expenses and timelines;
- Soliciting sponsorship for events;
- Creating and/or coordinating informational brochures for visitors to events;
- Administering and managing the events;
- Coordinating all aspects of the events;
- Recruiting musical talent when appropriate;
- Coordinating with appropriately licensed vendors and Columbia River Fire & Rescue;
- Organizing and coordinating event clean-up before, during and after event with the City of St. Helens Department of Public Works;
- Coordinating with other City departments, as necessary;
- Utilizing community volunteers for events whenever possible;

- Providing expertise and consult on various community run events, helping with planning and implementation, attending related community meetings;
- Ensuring deliverables are on time, on budget and meet City expectations;
- Assigning a community liaison;
- Reporting regularly to the City Council and staff.

E2C Corp. will ensure adequate event staffing and management services to ensure successful events from inception to completion. Services to include but not limited to event planning, set up, coordination, addressing questions and issues along with managing the event. Contractor shall ensure the event site is secured (for multi-day events) and the event area is cleaned and garbage is picked up and placed in an appropriate location; daily for multi-day events, and at the conclusion of daily or evening events. Contractor is expected to work closely with City staff throughout the contract period, with outgoing media information to be reviewed by the City's Communications Officer before release, to assure consistency with City policies. Unless otherwise agreed, event insurances will be procured by the City. In some instances, E2C Corp. may act as independent and official event producer which includes event insurance procurement paid and directed for and by E2C Corp.

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
P.O. Box 278
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

ATTACHMENT C
Terms of Compensation

Contractor shall be compensated One hundred twenty thousand dollars (\$120,000.00) per year paid in twelve equal monthly installments. Event related expenses incurred by the Contractor will be reimbursed in accordance with the program budgets established by the City and as otherwise approved by the City Administrator.

As a condition of acceptance, Contractor agrees to retain a community liaison, (preferably local) to assist with event coordination and management.



Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

Subject: **Administration & Community Development Dept. Report**

Date: March 6, 2019

Planning Division Report attached.

CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



To: City Council
From: Jacob A. Graichen, AICP, City Planner

Date: 2.26.2019

This report does not indicate all *current planning* activities over the past report period. These are tasks, processing and administration of the Development Code which are a weekly if not daily responsibility. The Planning Commission agenda, available on the City's website, is a good indicator of *current planning* activities. The number of building permits issued is another good indicator as many require Development Code review prior to Building Official review.

PLANNING ADMINISTRATION

We submitted our required (by HB 4006) Permitted and Produced Units report to DLCD. Now due every year by Feb. 1st. Thank you to the Building Secretary and Associate Planner for their help with this.

Responded to a Columbia County referral notice for a project outside City limits but inside the City's UGM for continuing CCMH projects (County File: DR 18-07). This is unique as we provided comments originally last year in May (see the May 2018 Planning Dept activity report for more information). I'm assuming we'll make a third round of comments as things unfold.

FEMA has extended the "NMFS BiOp implementation timeline" for three years or until October 5, 2021. The original first deadline for interim measures (see the March 2018 dept rept) was April 14, 2018. That date came and went. Looks like we'll have more time. This is all about floodplain development and Endangered Species Act considerations, namely impact to salmonids which are listed per the ESA. **See attached letter from FEMA.**

Responded to a Columbia County referral notice for a project outside City limits but inside the City's UGM for a Nonconforming Use Determination at 58069 Columbia River Highway (County File: NCU 19-02). **See attached.**

Attended Oregon City Planning Directors Association day at the League of Oregon Cities in Salem. There are several bills that could impact St. Helens such as HB 2001 and HB 2003. These are based on City's with a population of at least 10,000. Hopefully, they raise this population threshold. We'll see how these and other bills evolve.

Lot 19 Cherrywood Estates—59397 Alderwood Court. This lot has a drainage and wetland running through it. The wetland (MC-20) is one protected by City ordinance, which would require a 50' upland protection zone. However, this subdivision was created prior to those rules taking effect in 2003. Property owners inquired about removing a tree (see photo to right and arrow indicating tree). It is dead and close to the house. I gave permission as it pertains to the City's regulations, but noted that the Oregon State Division of State Lands should be consulted to be on the safe side as



this is mitigated wetland area. There are several healthy trees that look to have been planted for mitigation, which are not proposed for removal.

PLANNING COMMISSION (& acting HISTORIC LANDMARKS COMMISSION)

February 12, 2019 meeting (outcome): **As the Historic Landmarks Commission**, the commission will approved an alteration of the Courthouse Plaza to allow for an information kiosk identified in the City's plans. They also discussed the next CLG grant, which will be another pass through grant (i.e., the City's Historic Preservation Rehabilitation Grant <https://www.ci.st-helens.or.us/planning/page/historic-preservation-rehabilitation-grant>). The Commission discussed updates to the scoring method we've been using for these since around 2012.

March 12, 2019 meeting (upcoming): Two public hearings are scheduled. One is a Variance for a multidwelling development standard at 1160/1170 Deer Island Road and the other is for a dozen lot coverage variances for the Emerald Meadows Subdivision.

As the Historic Landmarks Commission, the commission will also review a new sign in the Riverfront District.

COUNCIL ACTIONS RELATED TO LAND USE

The Scholl/Schlumpberger right-of-way vacation is officially approved with execution of the ordinance this month.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Data updates. New County taxlot data finally includes the Emerald Meadows subdivision, so a little more work with the updates this month than usual.

HOUSING NEEDS ANALYSIS

Both the Associate Planner and myself reviewed the consultants Buildable Lands Inventory (BLI) methodology in advance of our second public meeting that took place on February 12th. The BLI is used to calculate buildable land for future residential development within the City and Urban Growth Boundary, and thus an important part of the housing needs effort.

The second meeting with the Planning Commission took place on Feb. 12th to discuss the Buildable Lands Inventory methodology.

Both the Associate Planner and myself discussed other technicalities with the consultants later in the month for density assumptions and such.

The third meeting with the Planning Commission will take place on March 12th at 6pm. At this meeting, draft findings will be presented regarding the types of new housing expected in St. Helens over the next 20 years. This will include assumptions for owner and rental housing at a range of price/rent levels. The consultant will also present information about the amount of vacant land within the St. Helens Urban Growth Boundary, and discuss the relationship between expected housing types and available land capacity. Based on input from the Planning

Commission and the public, the consultants and city staff will formulate draft housing policies for discussion at future meetings this Spring.

ST. HELENS RIVERFRONT CONNECTOR PLAN (TGM FILE NO. 2D-16)

Staff reviewed the draft of the actual plan in advance of the joint City Council/Planning Commission work session this month. We conducted the joint work session and staff followed up with the consultants afterward.

ASSOCIATE PLANNER—*In addition to routine tasks, the Associate Planner has been working on:*
See attached.



FEMA

February 6, 2019

Dear Oregon Community Official:

Thank you for your continued participation in the National Flood Insurance Program (NFIP) and your patience as we continue to work through our approach to implement the National Marine Fisheries Service (NMFS) Biological Opinion (BiOp) and Reasonable and Prudent Alternatives (RPA) that were issued on the implementation of the NFIP in the State of Oregon on April 16, 2016. The purpose of this letter is to inform you that FEMA will revise its approach to implementation and adjust its timelines based on the authority granted in Section 1246 of the Disaster Recovery Reform Act of 2018 (DRRA), Pub. L. No. 115-254 which requires FEMA to delay implementation of the deadlines in the RPA by up to three years.

FEMA has been diligently working to determine the best way to address all of the RPA requirements within our agency's authorities; however, the established incremental timelines set forth in the RPA have necessitated a focus on the two-pronged approach (interim and permanent). Our first efforts have entailed working with our NFIP stakeholders over the past two years to learn what processes already exist at the state and local levels that could facilitate how the interim steps of the RPA might best be implemented.

Throughout this interactive process, we have been informed by feedback received from the state, communities and various other partners, on FEMA's proposed strategy to meet the interim RPA requirements. The most consistent message FEMA heard is a preference to adopt a single holistic plan rather than a series of steps that lead to overall compliance. Several commenters stated that the level of effort to implement the draft interim solutions was not commensurate with a temporary solution. FEMA understands that making changes to flood damage prevention ordinances multiple times over several years is less than ideal.

Consequently, FEMA plans to address the desire of our stakeholders for taking a more efficient approach by delaying the April 2016 NMFS BiOp implementation timeline for the full three year extension, or until October 5, 2021. This will allow FEMA to provide communities with greater certainty while maintaining as much flexibility as practicable for a more holistic response encompassing all of the RPA requirements that FEMA has the authority to implement without developing regulations.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Letvin".

Eric Letvin, PE, Esq., CFM

Deputy Assistant Administrator for Mitigation Directorate
Federal Insurance and Mitigation Administration

Planning Division

COURTHOUSE
ST. HELENS, OREGON 97051
Phone: (503) 397-1501 Fax: (503) 366-3902

February 5, 2019

REFERRAL AND ACKNOWLEDGMENT

To: City of St Helens

NOTICE IS HEREBY GIVEN that Shane Wilbert has submitted an application for the replacement of a lawfully established 1935 single family residence in the General Commercial (C-3) Zone through the provisions in Section 1506 of the Columbia County Zoning Ordinance. The subject property is zoned General Commercial (C-3) and within the City of St. Helens' Urban Growth Boundary. The subject property is addressed at 58069 Columbia River Highway and is identified as Tax Map Identification Number 4108-CD-00900. NCU 19-02

THIS APPLICATION IS FOR: (X) Administrative Review; () Planning Commission, Hearing Date:

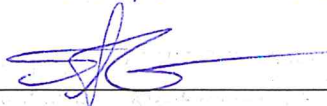
PLEASE RETURN BY: 02/15/19

Planner: Hayden Richardson

The enclosed application is being referred to you for your information and comment. Your recommendation and suggestions will be used by the County Planning Department and/or the Columbia County Planning Commission in arriving at a decision. Your prompt reply will help us to process this application and will ensure the inclusion of your recommendations in the staff report. Please comment below.

1. ☒ We have reviewed the enclosed application and have no objection to its approval as submitted.
2. ☒ Please see attached letter or notes below for our comments.
3. ☐ We are considering the proposal further, and will have comments to you by _____.
4. ☐ Our board must meet to consider this; we will return their comments to you by _____.
5. ☐ Please contact our office so we may discuss this.
6. ☐ We recommend denial of the application, for the reasons below:

THIS PROPERTY HAS A CITY COMPREHENSIVE PLAN DESIGNATION OF "RURAL SUBURBAN
COMMENTS: UNINCORPORATED RESIDENTIAL (RSUR). AS SUCH, IF ANNEXED A RESIDENTIAL
ZONE WOULD BE ASSIGNED. UNDER CURRENT CITY LAW, DETACHED SINGLE FAMILY
DWELLINGS ARE PERMITTED IN ALL RESIDENTIAL ZONINGS.

Signed:  Printed Name: JACOB GRAICHEN
Title: CITY PLANNER Date: FEB. 12, 2019

COLUMBIA COUNTY
LAND DEVELOPMENT SERVICES

COURTHOUSE
230 STRAND
ST. HELENS, OREGON 97051
(503) 397-1501

192-19-0000265 PLNG

General Application

File No. NCU 19-02

GENERAL LAND USE PERMIT APPLICATION

TYPE OF PERMIT: ☐ Zone Change ☐ Temporary Permit
☐ Site Design Review ☐ Resource Management Plan

Other: **NON-CONFORMING USE-Rebuild; Change; Move; Expand**

Rebuild/Change/Move/EXPAND home in C-3 zone

APPLICANT: Name: SHANE E. WILBERT

Mailing address: 58069 Columbia River Hwy Warren OR 97053

Phone No.: Office _____ Home 503-410-1359

Are you the ☒ property owner? ☐ owner's agent?

PROPERTY OWNER: ☒ same as above, OR:

ShaneWilbert@gmail.com
JalynWilbert@gmail.com

Name: _____

Mailing Address: _____

PROPERTY ADDRESS (if assigned): 58069 Col. Rvr Hwy Warren OR
97053

TAX ACCOUNT NO.: 17093 Acres: 1.09 Zoning: CD:C-3

4108-CD-00900 Acres: _____ Zoning: _____

_____ Acres: _____ Zoning: _____

PRESENT USES: (farm, forest, bush, residential, etc.)

Use:

Approx. Acres

Residential 1.09

Total acres (must agree with above):

1.09

PROPOSED USES:Residential First HomeWATER SUPPLY: X ^(Current) Private well X ^(Proposed) Community systemprivate well will be used for irrigationName of community water system: McNulty WaterSEWAGE DISPOSAL SYSTEM: X Subsurface Septic _____ Community

Is the property approved for a subsurface sewage disposal system?

X Yes _____ No _____ Not Applicable**CONTIGUOUS PROPERTY:** List all other properties you own which have boundary lines touching this property:Tax Account No.AcresCo-owners (if any)None**CERTIFICATION:**

I hereby certify that all of the above statements, and all other documents submitted, are accurate and true to the best of my knowledge and belief.

Date: 1-23-2019 Signature: [Signature]**NOTE:** Please attach an accurate and detailed plot plan, including property lines, existing and proposed structures, location of septic tank and drainfield, farm - forest areas, large natural features (cliffs, streams, etc.).

+++++

Planning Department Use OnlyDate Rec'd. 1/23/19

Hearing Date: _____

Receipt No.: 387479 1/23/19Administrative: ✓Check #: _____ Cash ☐ Credit ☐Zoning: C-3

Staff Member: _____

+++++

NON-CONFORMING USE FACT SHEET

NCU 89-02

1. Current use of property of buildings: Primary Residential
All garbage and concrete pads from "Wilbert's green
acres" are being disposed of on 12/19 via the
dump & Bob's Metals.
2. If you are enlarging a non-conforming building, please supply the following:
Land area occupied by the existing building: 1755 square feet.
Land area to be occupied by addition(s): 2449 square feet.
(Note: this may not be more than 40% of the land area of the existing building)
3. Describe the practical difficulties or public need your proposal will alleviate:
The Current home is an eye sore and brings
Surrounding property value way down. It's the last to
be on private well as well. A new Build will look better
and boost property value by at least 10%.
4. Describe how your proposal will be no more than is necessary to overcome the practical difficulties or to meet the public need: Currently 4 people live in this
home. It is in dis-repair. We plan to only build what
is needed for 2 adults, 2 Children to live comfortably.
We plan to move the house to the back of the property
to increase safety & prevent further Mail theft.
5. Describe how your proposal will not interfere with the use and enjoyment of other properties in the area, nor reduce their property values: Everyone around us (except 1)
is residential. We don't plan on building anything but a home.

Our build will actually increase values. We will ~~re~~ ¹⁹⁻⁰² Change occupancy of existing home to storage / Decommission.

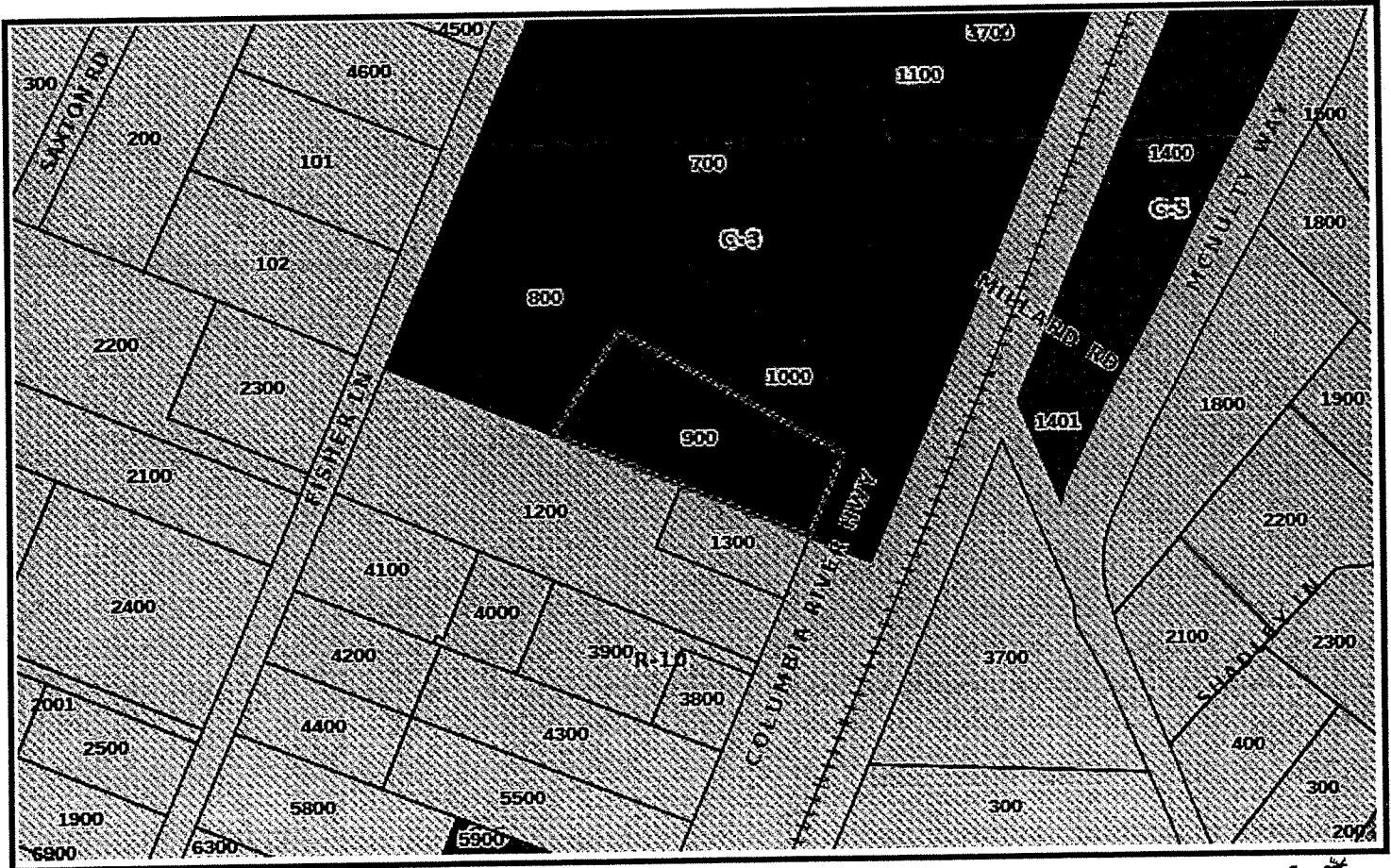
6. Describe how your proposal will not endanger the public health, safety and general welfare:

We are only building a standard home, there will be no changes to public health, general welfare, but safety may go up when we move our home away from cars / pedestrians (who steal mail) and items from my yard.

Please Provide:

1. ✓ An accurate plot plan, showing property lines, existing and proposed structures, roads and driveways, the location of your septic tank and drainfield, large natural features (e.g. streams, cliffs), etc.
2. ✓ A vicinity map.
3. ✓ The application fee.

NCU 19-02 Zoning Map



Columbia County



Oregon

Columbia County Web Maps

Disclaimer: This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map.

GeoInfo

Printed 01/23/2019

Map

SITE PLAN

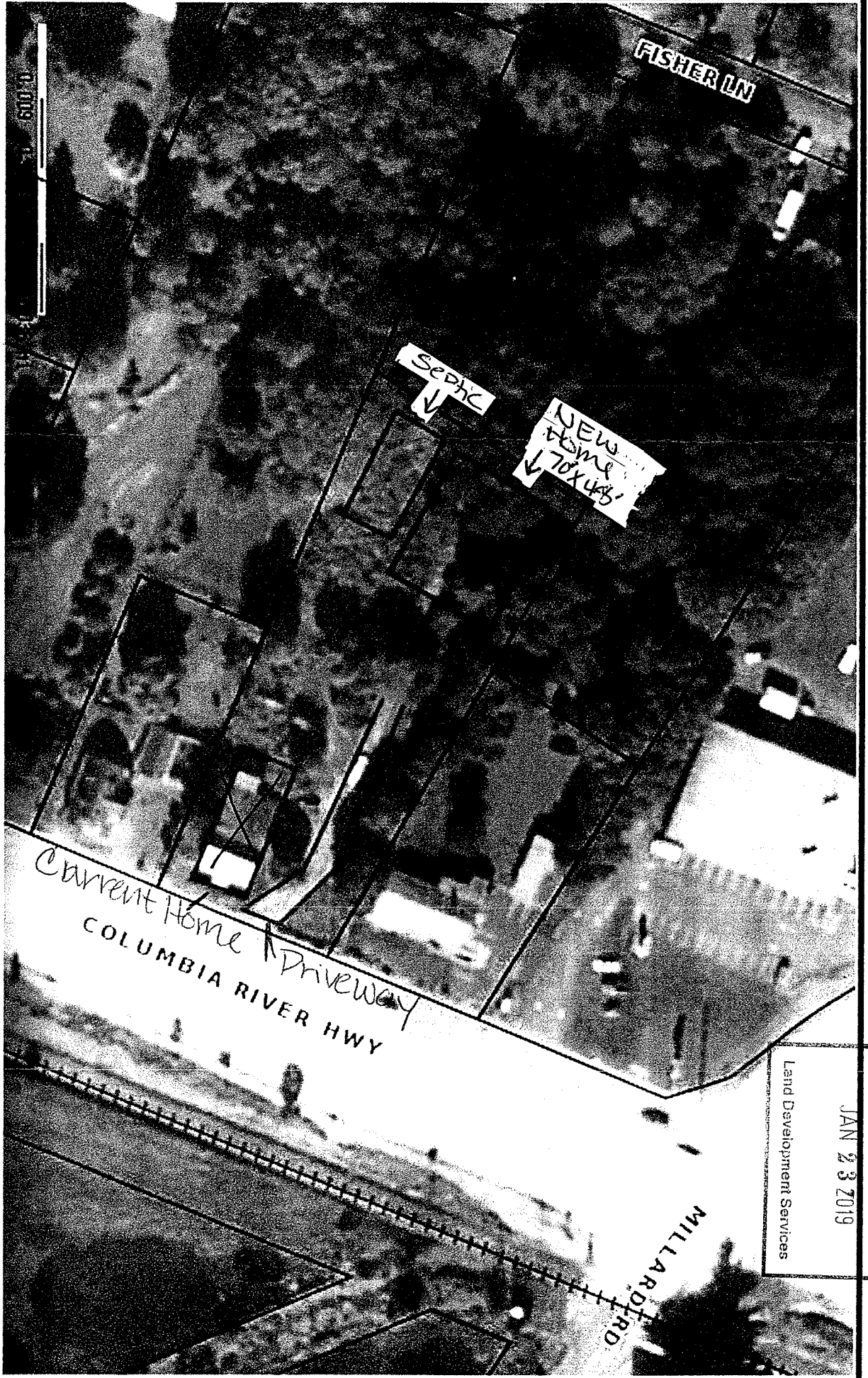
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19-02

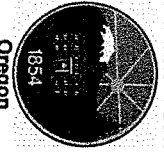
RECEIVED

JAN 23 2019

Land Development Services



Columbia County

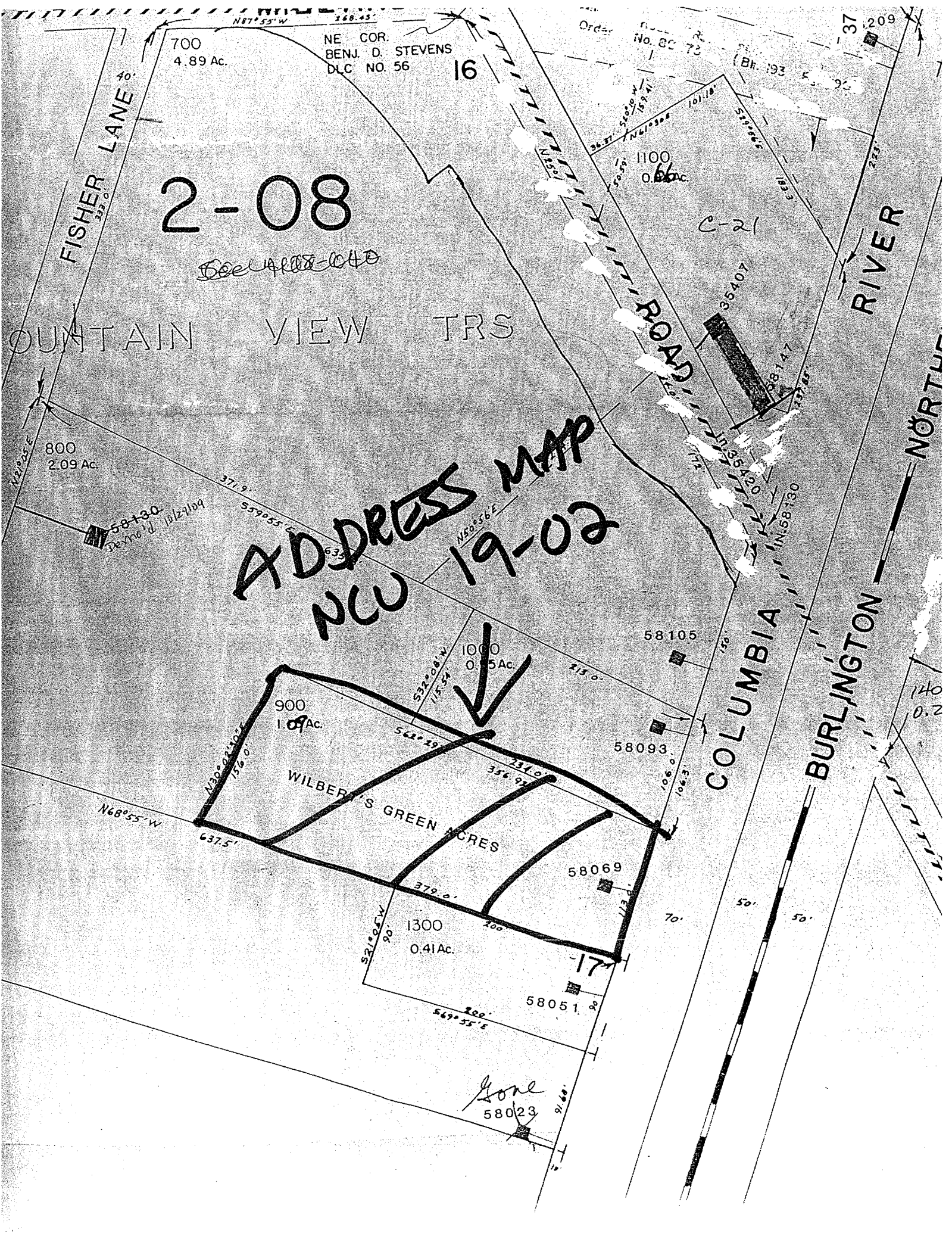


Oregon

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2-08

See 4108-040

ADDRESS MAP
NW 19-02

WILBER'S GREEN ACRES

700
4.89 Ac.

NE COR.
BENJ. D. STEVENS
DLC NO. 56

16

FISHER LANE

MOUNTAIN VIEW TRS

ROAD

RIVER

BURLINGTON

NORTHERN

900
1.09 Ac.

1000
0.55 Ac.

58105

58093

58069

58051

Gone
58023

1300
0.41 Ac.

N68°55'W

S69°55'E

COLUMBIA

140
0.2

37
209

Order
No. 80 72

Bk. 193

1100
0.66 Ac.

C-21

35407

38147

IN: 58130

800
2.09 Ac.

58130
Deeded 10/27/09

371.9'

S59°55'E

N50°56'E

S32°08'W

115.54'

562°19'

234.0'

356.97'

379.0'

200'

200'

200'

200'

200'

200'

200'

200'

200'

200'

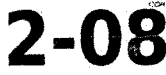
Columbia River Hwy



Fibers & Stitches

Columbia River Hwy



**TICOR TITLE COMPANY**

ParcelID: 17093

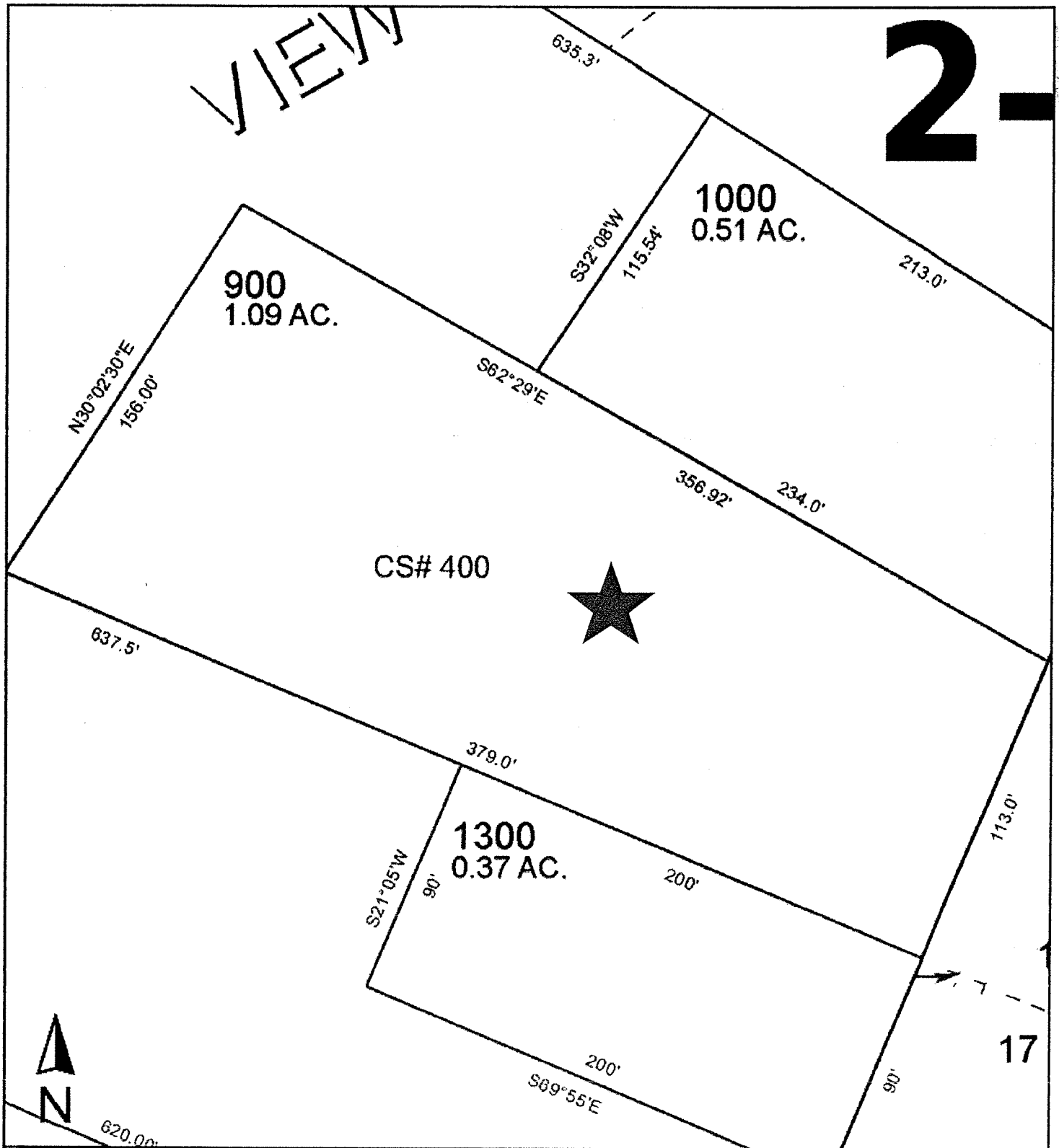
58069 Columbia River Hwy

Warren, OR 97051

This map/plot is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

VIEW

2-

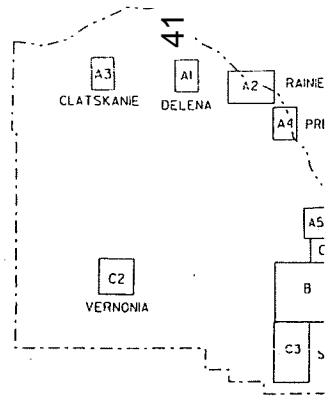
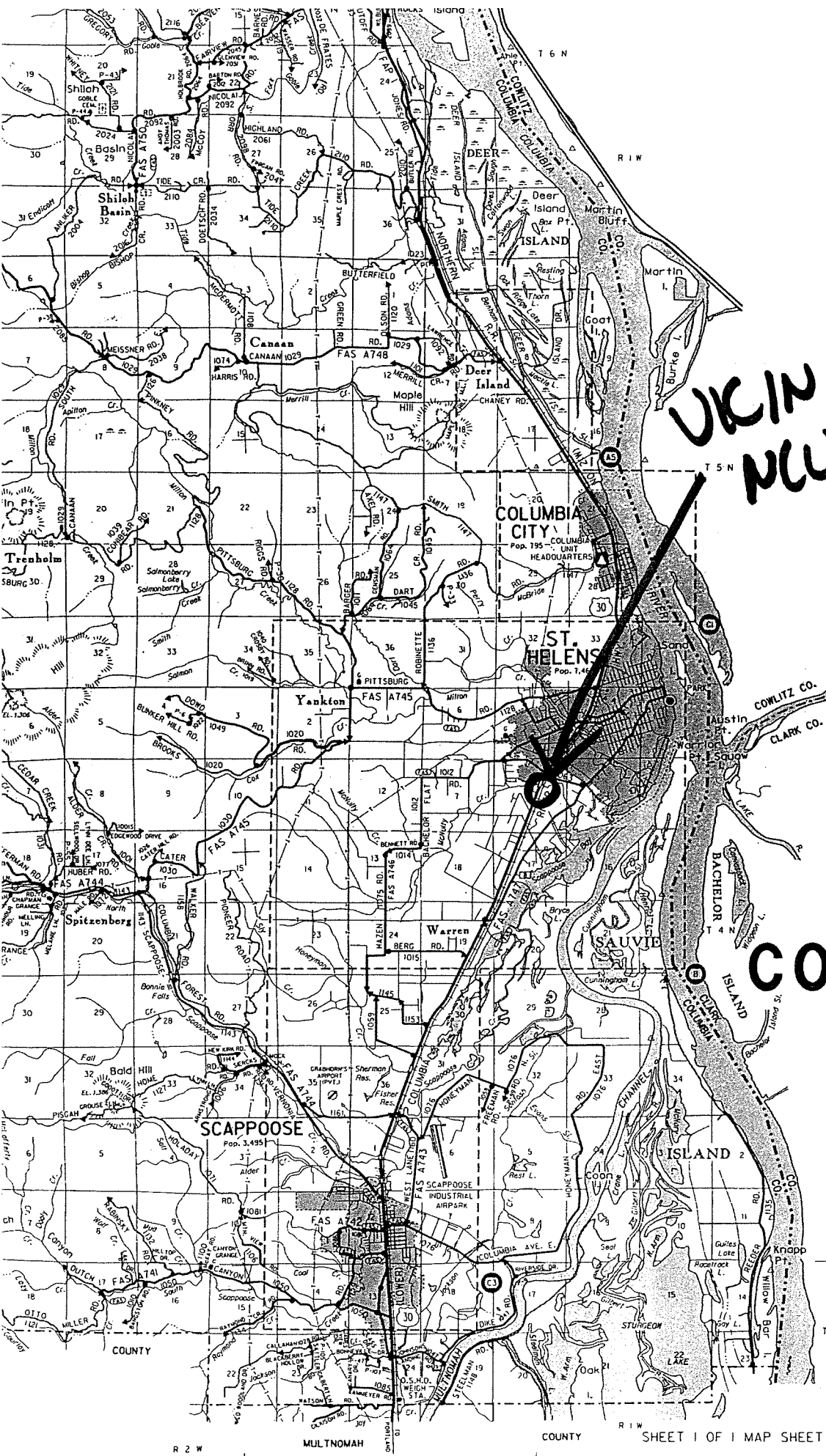


TICOR TITLE COMPANY

ParcelID: 17093

58069 Columbia River Hwy
Warren, OR 97051

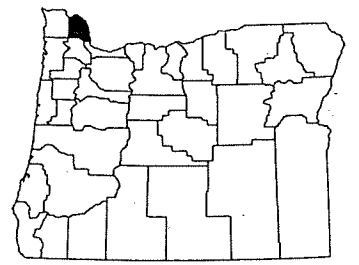
This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



UKINIM MAP
NW 19-02

Population of Columbia County 1986 Es

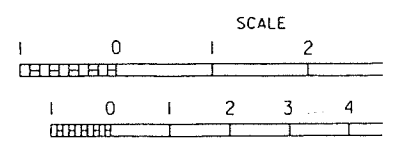
KEY TO COUNTIES



ROAD INDEX COLUMBIA C OREGON

PREPARED BY THE
OREGON DEPARTMENT OF TRAN
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPC
FEDERAL HIGHWAY ADMINIST

1987



State Plane Coordinate on Lambert
Oregon North Zone in Thousands

SHEET 1 OF 1 MAP SHEET AND 3 SUPPLEMENTAL SHEETS



Jacob Graichen

From: Jennifer Dimsho
Sent: Monday, February 25, 2019 1:48 PM
To: Jacob Graichen
Subject: February Planning Department Report

Here are my additions to the February Planning Department Report.

GRANTS

1. Received final grant contract for ODOT's Safe Routes to School Project – \$322,536, \$80,634 match. To construct 1,100 feet of sidewalk along Columbia Blvd. between Sykes and Gable Road. Improve pedestrian visibility at the crosswalks of Columbia Blvd. & Sykes Rd. in front of McBride Elementary and at Gable/Columbia by 2023. Attended grantee instructional webinar on 2/28.
2. Travel Oregon - Medium Grants Program (100k) – Finalized kiosk map/narrative content. Worked through shop drawing revisions of sign and kiosk content. Applied for a Historic Resource Review with the Historic Landmarks Commission for the 2/12 meeting. Attended County Commissioner meeting 2/6 to explain plaza kiosk request and receive property owner approval.
3. OPRD – Veterans Memorial Grant – Prepared revised budget for project to include monuments that were taken out. Continued to work through insurance claim details and budget needs.
4. TGM – Riverfront Connector Plan –City Council/PC Joint Work Session scheduled for February 20 at 6 p.m. Created meeting minutes based on notes.
5. EPA – CWA Grant Program – Public Meeting #1 scheduled for 2/6. Prepared eligibility form for a Phase II on a site on Columbia Blvd. Submitted Q4-2018 Progress Report. Answered questions from multiple property owners about interest in Phase I/Phase IIs.
6. Housing Needs Analysis – Reviewed and commented on draft Buildable Land Inventory (BLI). Planned for and attended AC Meeting #2 on 2/12. Reviewed final Housing Needs Projection Memo. Prepared for AC Meeting #3 by creating press release and updating project website.
7. CDBG- Columbia Pacific Food Bank Project - RFQ for grant administration services deadline for submittal 2/21. Reviewed and selected Grant Administrator. Check-in call with CDBG Project Manager.
8. Researched National Parks Service Historic Revitalization Sub-grant Program (HRSP) – Due 4/1/19. Potential for 100k-750k for use in 2-3 years. Worked with County to begin preparation for an application for rehabilitation work on the Courthouse.
9. Discussion with County about Travel Oregon's RCTP guidelines for potential recreational trails application planning for the City's tree farm property (Salmonberry Lake). Met with County & tourism consultant to discuss application process. Helped complete application on behalf of our County RCTP – CCET.
10. Continued research for OPRD's Local Government Grant Program (LGGP) for Campbell Park improvement package.
11. Completed Certified Local Government (CLG) Grant application (non-competitive) for \$11,500 to use as a pass-through Historic Preservation Grant for eligible properties within our nationally designated historic district. Deadline is 2/22 for complete application. Historic Landmarks Commission reviewed plan during 2/12 meeting.
12. Submitted an Office of Emergency Management (OEM) Grant application through the State Preparedness and Incident Response Equipment (SPIRE) Program for the St. Helens PD to acquire a drone. Prepared a letter of support from the Sheriff's office. Grant request due March 1.

MISC

13. Continued coordination with ODOT/ODOT Rail/P&W about entrance sign location at Millard Road intersection. Received application, timeline estimate, and worked on preparing accurate site plan of location to submit.
14. Responded to the U.S. Census Bureau's annual Boundary & Annexation Survey (BAS) for annexations that occurred during 2018.

15. Responded to a Public Records Request for all land use files on a certain property
16. Kickoff meeting/site tour for the Godfrey Park nature playground and site plan
17. Kickoff meeting/site tour for Campbell Park site planning work. Site plan to inform the OPRD LGGP application.
18. Worked on Oregon Records Management training software. Developed a draft land use application retention schedule based on state archive/retention laws.
19. Prepared an "Urban Trail Map" for the Parks & Trails Commission's efforts.

Jenny Dimsho

Associate Planner

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