

CITY COUNCIL WORK SESSION Wednesday, January 15, 2020

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. 1:00 PM Call Work Session to Order
- 2. Visitor Comments Limited to five (5) minutes per speaker
- 3. **Discussion Topics**
 - 3.A. Communications 2nd Quarter Report Crystal October December 2019 Communications Report.pdf
 - 3.B. Discuss Proposed Lateral Police Officer Applicant Incentive Brian 011520 CAS Lateral PO Signing Bonus.pdf
 - 3.C. Columbia View Amphitheater Discussion Jenny Columbia View Park Amphitheater Examples Memo.pdf
 - 3.D. Discussion on Proposed Recreation Center Rental Rates Matt Rec Center Rental Discussion.pdf
 - 3.E. Review Site Plan to St. Helens RV Park John StHelens RV-RevA.pdf
 - 3.F. Review Lease Agreement for Masonic Building John Masonic Building Lease 2020.pdf
 - 3.G. Planning Division Report Jacob

- 3.H. Discussion on Floodplain Regulations Jacob Floodplain Discussion.pdf
- 3.I. Discussion of Accessory Structure Regulations Jacob Accessory Structure Attachments Memo to CC & PC 12312019.pdf
- 3.J. Millard Road Property Zoning Discussion Jacob/Jenny 01142020 Work Session Memo Millard Road Property.pdf
- 3.K. Millard Road Property Chase Road Access Jacob Memo RE Rench-Fix Easement Agreement (01032020).pdf

4. Department Reports

- 4.A. Administration and Community Development Departments Report Admin & CD Depts Report.pdf
- 4.B. Public Works Department Report Public Works Dept Report.pdf
- 5. Council Reports
- 6. Other Business
- 7. 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.

Communications Report

October - December 2019 Second Quarter — FY 2019-20



Prepared by Crystal King January 6, 2020

Communication Umbrella





Who do we communicate for?

(The Big Four)



- City of St. Helens
- St. Helens Police Department
- St. Helens Public Library
- St. Helens Public Works

What does that cover?

- Administration
- Community Development
- Emergency Management
- Police Services
- Boards and Commissions
- City Council

- Recreation Program
- Library Services
- Engineering Division
- Finance Division
- Utility Billing
- Tourism & Events

- Parks
- Public Works

Operations and

Maintenance

Partner agencies

Communication Channels

Press Releases

- Local newspapers, Radio, Portland TV, Mass distribution email lists
- Radio
 - KOHI, regional stations
- Monthly e-Newsletter
- Print newsletter
 - Quarterly UB insert
- Website
- Plaza Kiosk

- Posters, postcards, and print materials
- Social Media
 - City: Facebook, Twitter, YouTube
 - Police: Facebook, Twitter
 - Library: Facebook, Twitter
 - Spirit of Halloweentown: Facebook (2), Twitter, Instagram
- TV slideshows/Boards
 - Library lobby, Police station,
 Recreation Building

Workload Indicators

	Press	Posts to	to			Radio	
	Releases	Facebook	Twitter	Instagram	e-Newsletter	Spot	City News
October 2019	6	78	80	13	1		
November 2019	9	51	47	0		1	
December 2019	5	61	61	2	2	1	
Totals	20	190	188	15	3	2	0

	Press Releases	Posts to Facebook	Posts to Twitter	Instagram	e-Newsletter	Radio Spot	City News
FY 2019/20 Total	39	430	424	37	6	3	1
2018-2019	81	733	734	12	13	6	1
2017-2018	38	474	493	35	15	6	2
2016-2017	35	281	249	13	13	9	4
2015-2016	30	235	205	0	4	12	4
2014-2015	32	254	197	0	12	0	5

Communication Distributions

Total Hours Worked by Department /					
Fund					
Administration	14.5				
Boards and Commissions	5.25				
City Council	15				
Communications	31.25				
Community Development	23				
Emergency Management	0.5				
Engineering	0.25				
Finance	3				
Library	38.25				
Parks	14				
Partner Agency	4				
Police	49.75				
Public Works	2.5				
Recreation	15.75				
Tourism	44				
Total Hours	261				

Total Hours Worked by	Category
e-Newsletter	13.5
Press Release	26.75
Social Media	63.75
Photography/Video	32.75
Graphic Design/Ads	16.25
Radio	3
UB Print City News	2.5
Website	10.75
Television	4.5
Report/Tracking	7.75
Media Request	16
Community Collaboration	2
Meeting	31.25
Event	12
Project	2.25
Miscellaneous	6
Editing	10
Total Hours	261



• Spirit of Halloweentown: Media Coverage

- Martha Stewart
- KATU
- The Oregonian
- Trips to Discover
- KPTV Fox 12
- KHQ Q6 (Montana)
- KGW
- KING 5 (Seattle/Tacoma)
- ABC FOX Montana
- KXL Radio
- Kink.fm

in St. Hallowentown in alix

Travel Portland

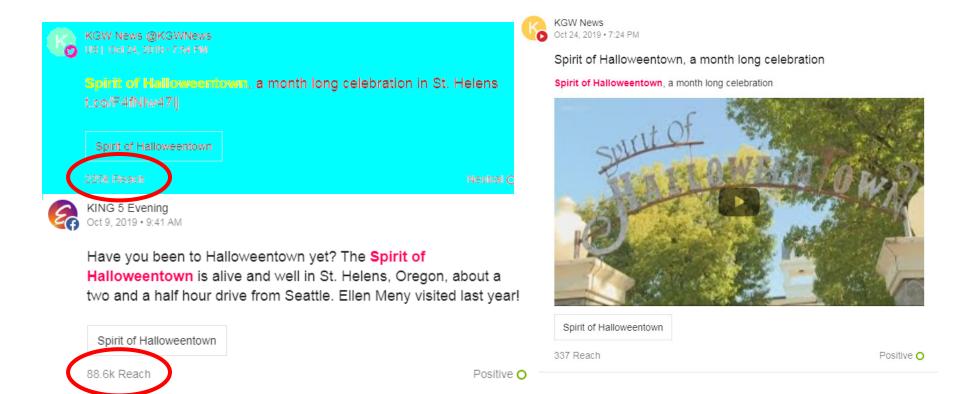
PDX Pipeline

- Portland 360
- Oregon Film
- PDX Monthly
- 98.7 The Bull

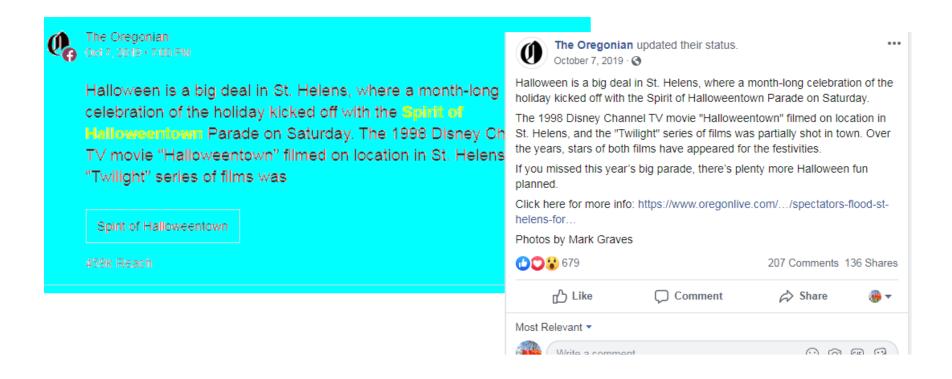




• Spirit of Halloweentown: Media Coverage



• Spirit of Halloweentown: Media Coverage



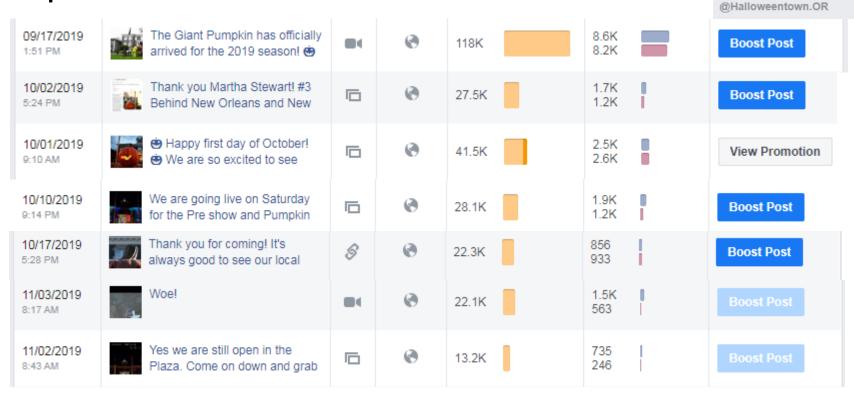
- Spirit of Halloweentown: Non-Media Coverage (Businesses/Blogs/Social Media/Websites)
 - InRoads Credit Union
 - Power Pep Band
 - T-Mobile Portland
 - Bonebrake and Company (Berkshire Hathaway Real Estate)
 - D'Anu Wines
 - Why and Whale (Retail Kids Goods)
 - Twilight Swan House
 - Bi-Mart Scappoose
 - Reynolds Defense Firm
 - Gamepath Arcade
 - Keep It Local Columbia County
 - 2Cs Vendor Mall
 - AMA Travel (Alberta travel agency)
 - Hagan Hamilton Insurance
 - All Service Moving
 - Woodland Cottage Handpicked Boutique
 - NW Oregon Transit
 - TD Realty Group
 - Oregon Library Association





	ı	Reach	n: Organic / Pa	aid Post Clie	cks Reactions, Con	nments & Shares (i)
Published	Post	Type	Targeting	Reach	Engagement	Promote
09/21/2019 8:59 AM	A new feature in Spirit of Halloweentown included with	S	0	9.9K	362 54	Boost Post
09/19/2019 12:12 PM	You've waited long enough! Guess who is coming to St.		0	127.8K	18.5K 8.2K	View Promotion
09/19/2019 8:42 AM	I'm afraid there is going to be a lot of screaming when we	6	0	13.6K	1K 330	Boost Post
09/19/2019 8:40 AM	Check out this story! We love our Oregon Community! Thank	S	0	24.2K	1.1K 1.1K	Boost Post
09/18/2019 7:07 PM	It's great to see everyone getting ready. Thank you for the	S	0	36.1K	1.5K 4K	Boost Post
09/18/2019 1:24 PM	Thanks for sharing. Super fun.	6	0	9.1K	180 109	Boost Post

• Spirit of Halloweentown – owned social media



Spirit of

Halloweentown

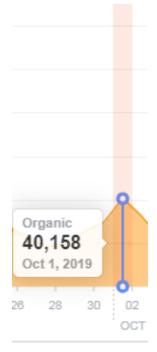




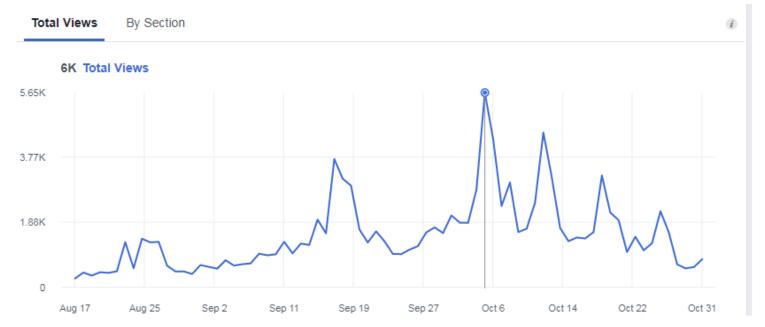








Spirit of Halloweentown @Halloweentown.OR



• Spirit of Halloweentown – owned social media

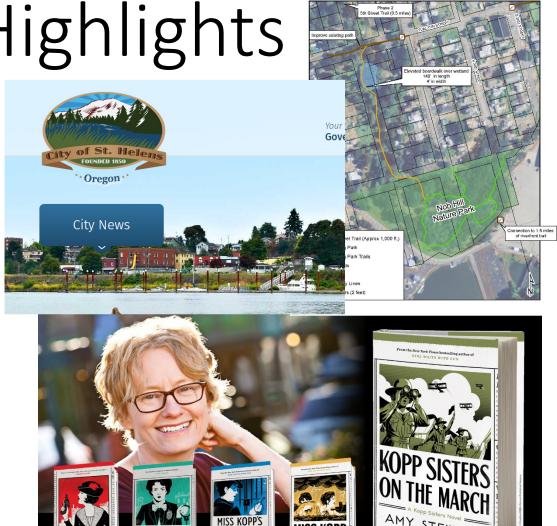




Spirit of Halloweentown -



- 2019 CommunityDevelopment Projects
- Customize News Section feature on website landing page
- Library author event –Amy Stewart
- Fifth Street Trail Project
- Public Works fall leaves and storm drain messaging



TROUBLE

CONFESSIONS

5th Street Trail Project

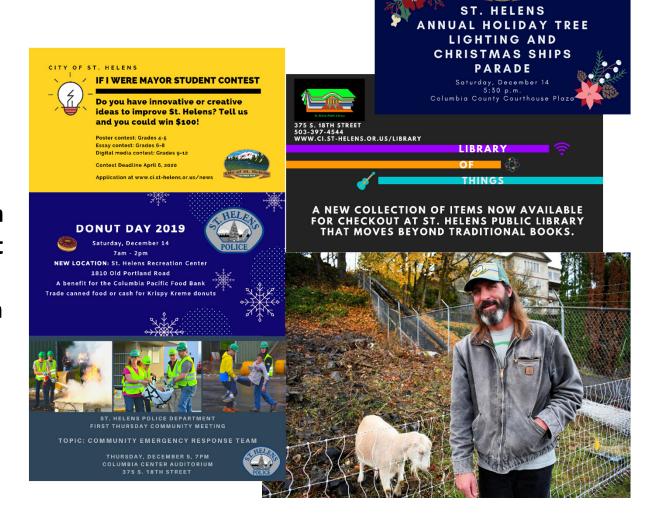
- Veterans Memorial Plaza Dedication Ceremony
- SHPD Deadly Use of Force Incident
- UB software conversion messaging
- Before and after fence removal on waterfront
- Community traffic alerts/road closures for Spirit of Halloweentown events
- Nob Hill Nature Park semi-annual work party



- SHPD Case US Bank robbery
- SHPD Trunk or Treat
- Pictures of Sand Island for Travel Portland feature
- SHPD Don't Drink and Drive Spotlight holiday ad campaign
- Library WiFi mobile hotspots
- Plaza kiosk updates



- Comcast Channel 29 info/event slides
- Fall Burn Dates
 Extension
- Census 2020 Columbia
 County Complete Count
 Census Committee
- Vegetation clearing on waterfront property with goats



Donut Day

Tree Lighting & Christmas Ships Parade



- Images to Port of Columbia
 County for new kiosk feature
- First Thursday CERT meeting
- Library of Things
- State of the City promotion
- DLCD Industrial Business Park grant award
- If I Were Mayor contest
- ACC Book Drop Beautification
 RFP





Future Projects

- 2020 Census messaging and committee meetings
- February Cocoa with a Cop
- March First Thursday
- If I Were Mayor contest promotion
- Communications Budget
- Waterfront Redevelopment Updates
- Spring City News Highlight

2020 Census FAQ

What is the census?

The census is a count of every person who lives in the United States and its territories. It happens every 10 years. In early 2020, you will be asked to count everyone who lives in your home as of April 1. Responding to the 2020 Census is a chance to shape your future.

What's in it for me?



Your responses inform where over \$675 billion is distributed each year to communities nationwide for clinics, schools, roads, and more.



Census data gives community leaders vital information to make decisions about building community centers, opening businesses, and planning for



Responding also fulfills your civic duty because it's mandated by the U.S. Constitution. The United States has counted its population every 10 years since 1790



Your responses are used to redraw legislative districts and determine the number of seats your state has in the U.S. House of Representatives.

Is my information safe?

Your responses to the 2020 Census are safe, secure, and protected by federal law. Your answers can only be used to produce statistics. They cannot be used against you by any government agency or court in any way—not by the FBI, not by the CIA, not by the DHS, and not by ICE.

When can I respond to the census?

In early 2020, every household in America will receive a notice to complete the census online, by phone, or by mail. In May, the U.S. Census Bureau will begin following up in person with households that have yet to respond.

What will I be asked?

You will be asked a few simple questions, like age, sex, and the number of people who live in your home, including children.

What won't be asked?

The census will never ask for Social Security numbers, bank or credit card numbers, money or donations, or anything related to political parties.

For more information, visit:

2020CENSUS.GOV

FA-GP-EN-034

Shape your future START HERE >



Council Action Sheet

To: Mayor and City Council Members

From: Brian Greenway, Police Chief

Date: January 3, 2020

Subject: Lateral Police Officer Signing Bonus



Background

With the recent resignation of Eric Zwald from the St. Helens Police Department we began to discuss incentives to attract lateral police officer applicants over hiring applicants with no police experience. The benefit of hiring a lateral police officer from another agency over hiring an applicant off the street is not only cost effective, it also cuts the training time down substantially and allows for our agency to continue to provide a level of service to our community that is expected.

A newly hired police officer is out of the city attending the basic police academy for a total of 16 weeks. If they graduate DPSST, the new officer then begins a 17-week Field and Evaluating Program (FTEP). Within the last year, SHPD hired 3 lateral police officers which confirmed hiring a lateral officer over a regular applicant is optimal when staffing our police department. (Kolten Edwards-Scappoose, Adam Raethke-CCSO & Colin Brehm-CCSO) All 3 lateral hires all spent 1 month on FTEP and were released early due to already having the knowledge, skills and abilities of the position of a police officer upon being hired. The lateral officers training time was primarily focused on learning our internal systems and not the basics of policing. Based upon the time it takes for a lateral officer to be trained and the cost savings, it is evident that hiring lateral police officers is optimal

On average, the cost of training a newly hired police officer from their hire date until being released from FTEP is \$90K. The \$90K includes the salary and benefits of both the newly hired officer and the field training officer. (16 weeks at DPSST & 17 weeks in FTEP) Although nothing is for certain in the police profession when hiring an applicant, I feel by us hiring a lateral police officer, who has experience in the field of law enforcement, will pay dividends over taking a chance with the unknown. (Zwald lasted 4 months)

Offering a signing bonus to lateral police officers is not a new idea/program and agencies across the nation are reverting to this tactic to increase their police staffing. The highest incentive I have discovered thus far, is Seaside, California, who offers lateral police officers a \$30K signing bonus. In our immediate area, the Portland Police Bureau offers a \$15-25K signing bonus, plus paying moving expenses. Seattle PD offers the same. We would be the first agency within Columbia County to offer this program to lateral police officers.

Quality of life issues are also important to attracting candidates into our city police department. Simply offering a monetary signing bonus may not be enough to attract lateral candidates from other agencies. I am also requesting that we allow them to roll over up to 120 hours of vacation time from their previous employer as an additional incentive. This incentive will demonstrate to the candidates that the City of St. Helens not only understands the importance of quality of life issues but supports their employees by offering this incentive.

Recommendation

To attract lateral officers, I would like to propose the following incentives be approved by City Council:

- 1. Offer a \$10K "signing bonus" to lateral police officers. A lateral police officer is defined as an officer who is currently employed with a police agency and is P.O.S.T. certified (Peace Officer Standards and Training).
 - a. The signing bonus would be in lieu of the employee using the \$25K housing incentive (either or clause, they can't have both).
 - b. The signing bonus would be paid in the following increments:
 - Hire date = \$3,000
 - 6-month anniversary of hire date = \$3,000
 - 12-month anniversary of hire date = \$4,000 (Completion of probation)
- 2. Allowing for the lateral police officer to transfer over vacation time from the agency they are leaving to join SHPD.
 - a. Provides a copy of their agency's last payroll statement verifying their vacation hours.
 - b. Vacation hours, up to 120 hours, deposited into the lateral's vacation bank on hire date.



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: City Council

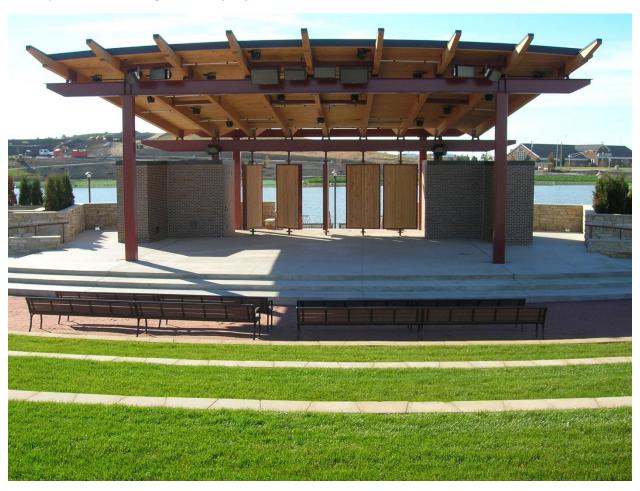
FROM: Jenny Dimsho, AICP, Associate Planner
RE: Columbia View Park Amphitheater Research

DATE: January 7, 2020

The goal of this memo is to narrow down structures to a short list of two or three examples or companies that we can begin gathering cost estimates from. The first section includes example stages and amphitheaters across the United States. Some are made of wood, and metal, while some are made of fabric membrane structures and poles. If any of these examples stand out to City Council, we can reach out and get the contractor who designed and/or built the structure.

1. Waterfront Stages and Amphitheater Examples

A. Munster, Indiana - Centennial Park Entertainment Stage (2001) with swivel back panels Designed by The Linden Group Architects as part of a larger Centennial Park design built on a former municipal landfill. Seating for 2,000 people.

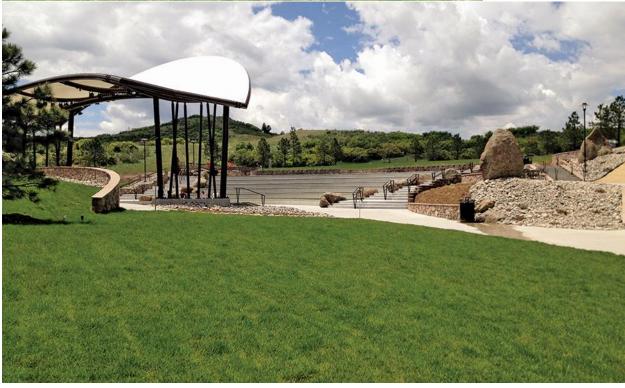






B. Castle Rock, Colorado - Philip S. Miller Park Amphitheater - https://www.enr.com/articles/40610-best-landscapeurban-development---philip-s-miller-park-phase-ii





C. Montgomery, Alabama - Riverfront Park Amphitheater

https://exploringmontgomery.com/commerce-street-tunnel-riverfront/





D. New Albany, Indiana - Riverfront Amphitheater

https://do502.com/venues/new-albany-riverfront-amphitheater





E. Sherwood, Oregon - Stella Olsen Memorial Park

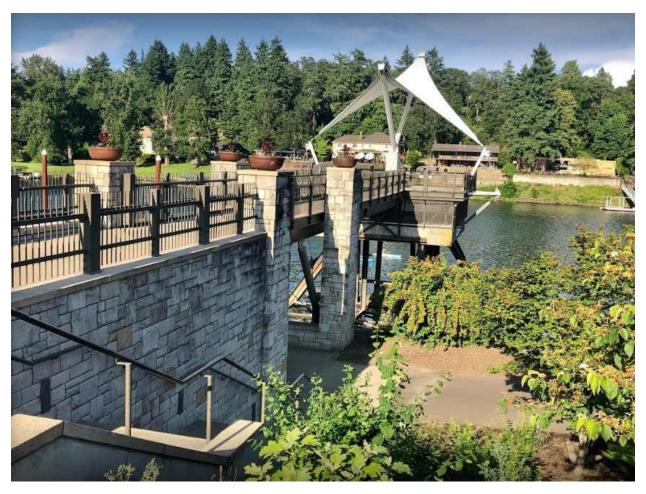


F. Sandy, Oregon - Meinig Memorial Park





G. Lake Oswego, Oregon - Foothills Park - Fabric-covered viewing platform over the Willamette River https://www.ci.oswego.or.us/parksrec/foothills-park



H. Kalama, Washington - Westin Amphitheater





2. Fabric/Tensile/Membrane Companies

A. Signature Structures - They have a line of prefab and custom **tension membrane structures** out of Easton, PA. They are custom designed to match needs for weather protection, aesthetics, and acoustics.

https://www.signaturestructureshome.com/entertainment-structures/amphitheaters/

Easton, Pennsylvania





B. Lawrence Fabric & Metal Structures, Inc. - Fabric and metal structures out of St. Louis, MO https://www.lawrencefabric.com/awnings-canopies/tensile-structures/

Waterloo, Iowa - Mark's Park - Riverloop Amphitheatre







C. Birdair - The leading contractor for custom tensile fabric structures. They work with other architects, engineers, and contractors to build custom tensile fabric structures. They are out of Amherst, NY.

Meriden, Connecticut - Meriden Green Amphitheater



Alton, Illinois - Alton Riverfront Amphitheater



3. Pre-Fabricated Band Shell

Icon Shelters - They make pre-fabricated picnic shelters, gazebos, band shells, and more. They make around 20 customizable pre-fabricated band shelters of all shapes and sizes. They are based out of Holland, Michigan.

https://www.iconshelters.com/products?cat=Band%20shells



COUNCIL ACTION SHEET

ISSUE: Recreation Center Rental Rates

STAFF PERSON: Matt Brown

ACTION REQUIRED: Consensus to bring back updated fee schedule

DATE: 02/15/2020

BACKGROUND:

The Recreation Center has been inquired recently of rental rates. In addition to our general recreation partnerships, we have not officially approved rental rates for the Recreation Center.

The specific "use" of the current facility is classified as an "A-3". Without major improvements (estimated at \$250k) in the attached report from Lower Columbia Engineering, we must limit the type of rentals that we are going to allow. The Lower Columbia Engineering report shows what must be done to change parts of the building to an occupancy of "B" as an accessory occupancy, A-2 to allow activities with food, and separating S-2 storage from the A occupancies.

In short, the City cannot allow any activities in the Recreation Center where people are "expecting" to be fed. This means no events like weddings. With this guideline, the Recreation Center can only hold limited events.

CONSIDERATIONS

Specifics of the building require that anytime the Rec Center is open, the City must provide at least one staff person on-hand at all times per building code. This requirement obviously increases the "cost" of having the building open for rentals. This is considered in the proposed rate options I am presenting to you today.

Staff Recommendation:

Security Deposit of \$50 (refundable)

Recreation Center: \$30 per hour for the entire building

Add-on: Projector Setup - \$20

Add-on: Sound System & Microphone Setup - \$20

Add-on: Party Package (Playpark, Crafting, Sports, etc.) \$150 (limited attendance)

DECISION FROM COUNCIL

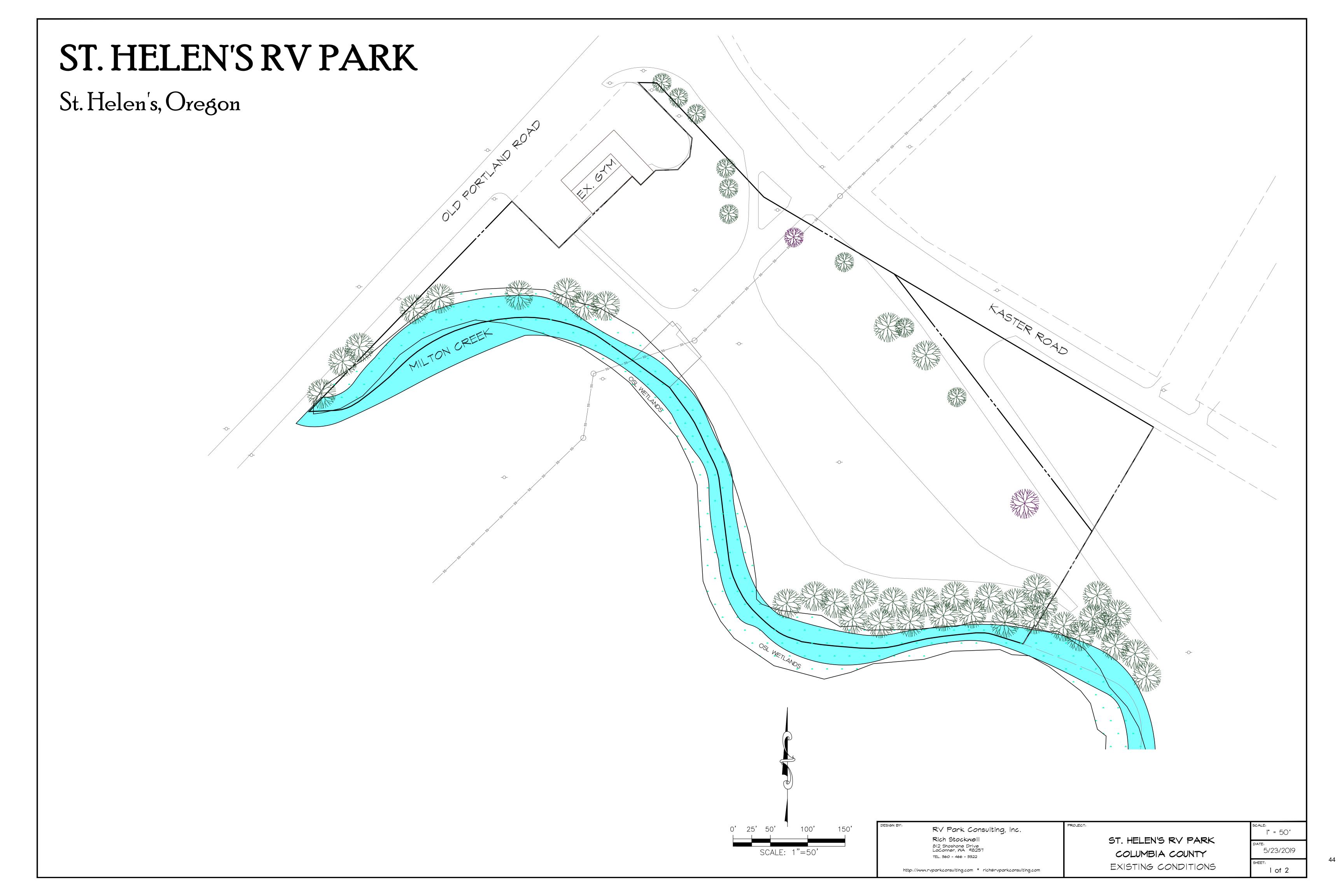
I am looking for a consensus from Council and I will bring back an updated fee schedule at the next City Council meeting for approval.

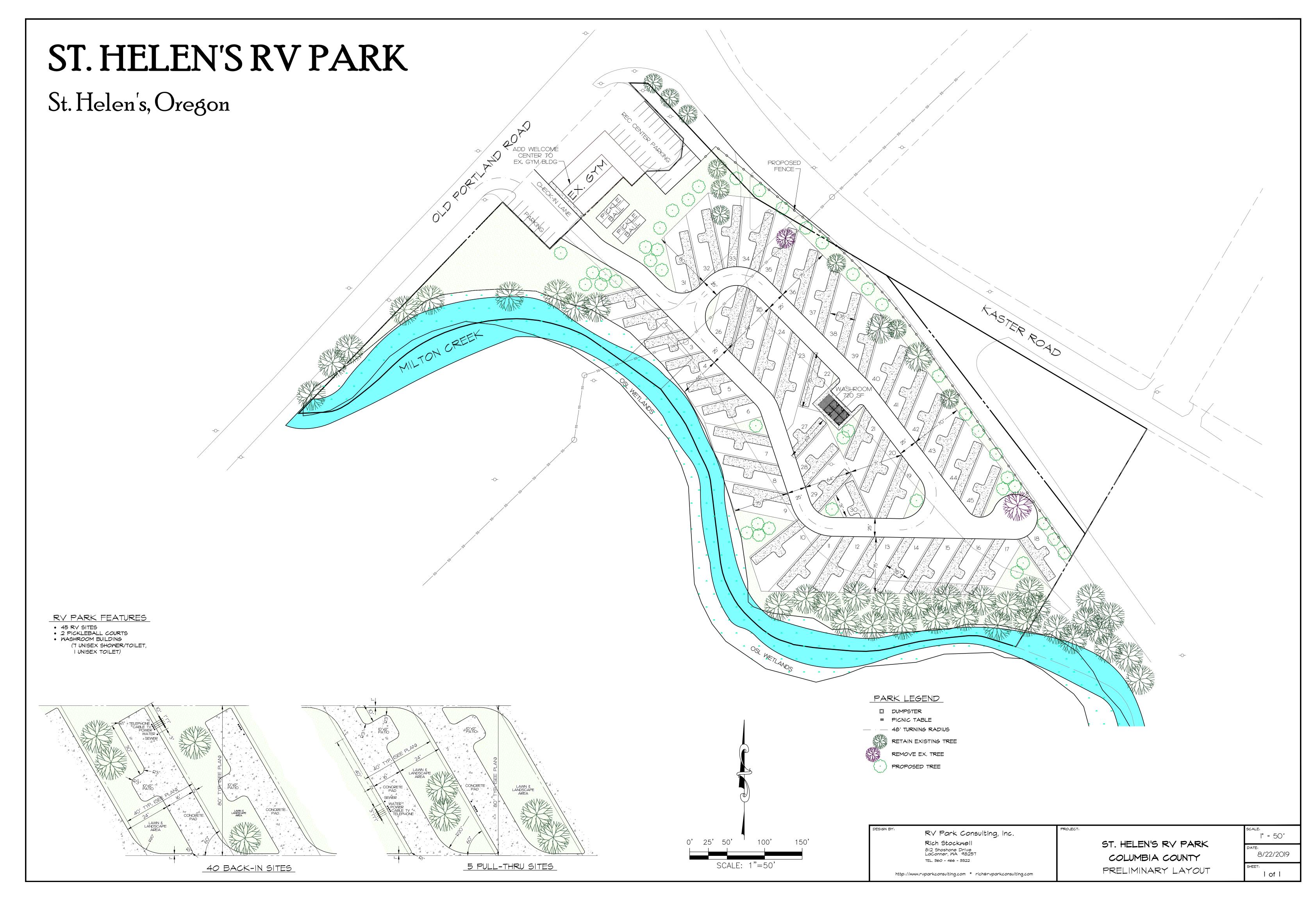


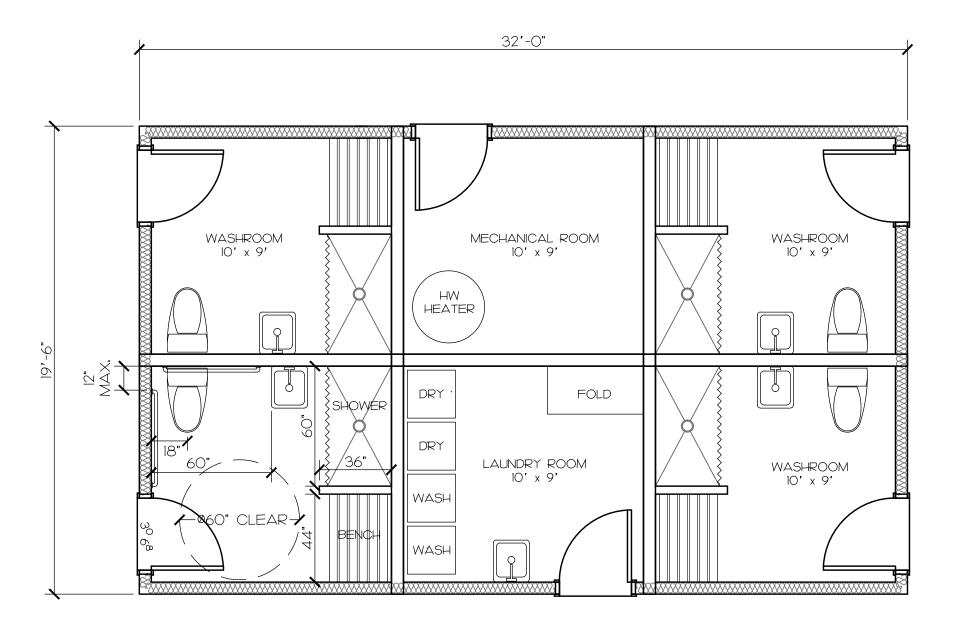
58640 McNulty Way St. Helens, OR 97051

Phone: (503) 366-0399 www.lowercolumbiaengr.com

16. Fee - Not Included (item) \$0.00 \$0.00					
Recreation Center Budget Estimate	City of St. Helens			Pro	iect No. 2798
Budget Estimate	Recreation Center				·
Note	Budget Estimate				
1. Mobilization		Units	Otv		
1. Mobilization	Site Work	- Cinco	Q.y.	Oline Goot	item oost
2. Compacted Fill (cu.yd.) 10 \$25.00 \$250.00 3. Field Engineering (Construction Survey) (hrs.) 24 \$125.00 \$3,000.00 4. Paving - Parking for 16 new spaces, 3 pole lights (item) 16 \$1,875.00 \$3,000.00 5. Add ADA parking stall with signage and striping (item) 3 \$1,500.00 \$4,500.00 6. Free Standing Bike Rack (item) 1 \$300.00 \$3,000.00 7. Trash Enclosure - C.L. fence with wood slats & Gates (item) 1 \$3,000.00 \$3,000.00 8. Simple Warming Kitchen alteration plus 11% for bid climate, and 20% contingeny (item) 1 \$40,000.00 \$40,000.00 9. Restroom upgrade (item) 1 \$30,000.00 \$30,000.00 10. Miscelaneous repair and painting (item) 1 \$5,000.00 \$5,000.00 11. HVAC (venting) (sq.ft.) 400 \$5.25 \$2,100.00 12. Fire Protection (FIRE SPRINKLER SYSTEM ONLY) (item) 6,285 \$7.00 \$43,995.00 13. Security, Alarm, Safety (item) 1 \$15,000.00 \$15,000.00 14. Door, Door Frame, and Hardware, Threshold Adjusment (item) 5 \$2,500.00 \$12,500.00 15. Basic Lighting, power, and exterior Lighting (sq.ft.) 400 \$6.75 Professional Services for Alterations 16. Fee - Not Included (sq.ft.) \$0.00 17. Permitting, Project assistance, Land Use Requirements 17. Permitting Assistance \$0.00 18. Permitting Assistance \$0.00 19. Transportation SDC charges \$0.00 19. Statistical \$0.00 19.		(item)	1	\$3,000,00	\$3,000,00
3. Field Engineering (Construction Survey)					
4. Paving - Parking for 16 new spaces, 3 pole lights (item) 16 \$1,875.00 \$30,000.00 5. Add ADA parking stall with signage and striping (item) 3 \$1,500.00 \$4,500.00 \$. Free Standing Bike Rack (item) 1 \$300.00 \$300.00 \$300.00 \$7. Trash Enclosure - C.L. fence with wood slats & Gates (item) 1 \$3,000.00 \$300.00 \$3,000.0					
5. Add ADA parking stall with signage and striping (item) 3 \$1,500.00 \$4,500.00 6. Free Standing Bike Rack (item) 1 \$300.00 \$300.00 7. Trash Enclosure - C.L. fence with wood slats & Gates (item) 1 \$3,000.00 \$3,000.00 8. Simple Warming Kitchen alteration plus 11% for bid climate, and 20% contingeny (item) 1 \$40,000.00 \$40,000.00 9. Restroom upgrade plus 11% for bid climate, and 20% contingeny (item) 1 \$30,000.00 \$30,000.00 10. Miscelaneous repair and painting plus 11% for bid climate, and 20% contingeny (item) 1 \$30,000.00 \$50,000.00 11. HVAC (venting) (sq.ft.) 400 \$5.25 \$2,100.00 12. Fire Protection (FIRE SPRINKLER SYSTEM ONLY) (item) 1 \$15,000.00 \$43,995.00 12. Fire Protection (FIRE SPRINKLER SYSTEM ONLY) (item) 1 \$15,000.00 \$15,000.00 13. Security, Alarm, Safety (item) 1 \$15,000.00 \$15,000.00 14. Door, Door Frame, and Hardware, Threshold Adjusment (item) 5 \$2,500.00 \$12,500.00 15. Fee - Not Included (item) \$0.00 \$0.00 <td></td> <td></td> <td></td> <td></td> <td></td>					
6. Free Standing Bike Rack (item) 1 \$300.00 \$300.00 7. Trash Enclosure - C.L. fence with wood slats & Gates (item) 1 \$3,000.00 \$3,000.00 8. Simple Warming Kitchen alteration (item) 1 \$40,000.00 \$40,000.00 9. Restroom upgrade (item) 1 \$30,000.00 \$30,000.00 10. Miscelaneous repair and painting (item) 1 \$5,000.00 \$5,000.00 11. HVAC (venting) (sq.ft.) 400 \$5.25 \$2,100.00 12. Fire Protection (FIRE SPRINKLER SYSTEM ONLY) (item) 6,285 \$7.00 \$43,995.00 13. Security, Alarm, Safety (item) 1 \$15,000.00 \$15,000.00 14. Door, Door Frame, and Hardware, Threshold Adjusment (item) 5 \$2,500.00 \$12,500.00 15. Basic Lighting, power, and exterior Lighting (sq.ft.) 2,000 \$6.75 \$13,500.00 Professional Services for Alterations 16. Fee - Not Included (item) \$0.00 \$0.00 Permitting, Project assistance, Land Use Requirements 17. Permitting Assistance 18. Permits/SDC Fees \$0.00 19. Transportation SDC charges \$0.00 Sub-Total \$247,374.00 Notes: This is only an approximate budgetary estimate for the proposed construction utilizing RS Means Building. Firm bids should be obtained based on construction documents for verification.					
7. Trash Enclosure - C.L. fence with wood slats & Gates (item) 1 \$3,000.00 \$3,000.00 \$3,000.00 \$3,000.00 \$3,000.00 \$3,000.00 \$40,000			1		
Building Alteration			1		
8. Simple Warming Kitchen alteration plus 11% for bid climate, and 20% contingeny		(Item)		Ψ5,000.00	Ψ5,000.00
Plus 11% for bid climate, and 20% contingeny		(item)	1	\$40,000,00	\$40,000,00
9. Restroom upgrade (item) 1 \$30,000.00 \$30,000.00 10. Miscelaneous repair and painting (item) 1 \$5,000.00 \$5,000.00 11. HVAC (venting) (sq.ft.) 400 \$5.25 \$2,100.00 12. Fire Protection (FIRE SPRINKLER SYSTEM ONLY) (item) 6,285 \$7.00 \$43,995.00 13. Security, Alarm, Safety (item) 1 \$15,000.00 \$15,000.00 14. Door, Door Frame, and Hardware, Threshold Adjusment (item) 5 \$2,500.00 \$12,500.00 15. Basic Lighting, power, and exterior Lighting (sq.ft.) 2,000 \$6.75 \$13,500.00 16. Fee - Not Included (item) \$0.00 \$0.00 17. Permitting Assistance \$0.00 \$0.00 18. Permitting Assistance \$0.00 \$0.00 19. Transportation SDC charges \$0.00 \$0.00 19. Total \$247,374.00 19. Tota		(1.0/11)		Ψ-10,000.00	Ψ+0,000.00
10. Miscelaneous repair and painting		(item)	1	\$30,000,00	\$30,000,00
11. HVAC (venting)			1		
12. Fire Protection (FIRE SPRINKLER SYSTEM ONLY) (item) 6,285 \$7.00 \$43,995.00 13. Security, Alarm, Safety (item) 1 \$15,000.00 \$15,000.00 14. Door, Door Frame, and Hardware, Threshold Adjusment (item) 5 \$2,500.00 \$12,500.00 15. Basic Lighting, power, and exterior Lighting (sq.ft.) 2,000 \$6.75 \$13,500.00 Professional Services for Alterations 16. Fee - Not Included (item) \$0.00 \$0.00 Permitting, Project assistance, Land Use Requirements 17. Permitting Assistance \$0.00 18. Permitts/SDC Fees \$0.00 19. Transportation SDC charges			400		
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SCALE: 1/4" = 1'-0"

DATE: 3/10/2017

PSIGN BY:

RV Park Consulting, LLC Rich Stockwell
P.O. Box 596 812 Shoshone Drive

P.O. Box 596 812 Shoshone Drive LaConner, WA 98257 TEL, 360,202,5500 FAX 360,466,1218 http://www.rvparkconsulting.com * rich@rvparkconsulting.com StraightEdge Drafting Service
Saara Kuure
8537 Arnold Ln
Concrete, WA 98237

http://www.sedge.net * drafting@sedge.net

TYPICAL UNISEX WASHROOM LAYOUT W/SHOWERS & LAUNDRY

LEASE

DATED: January _____, 2020

BETWEEN: Masonic Building, LLC (Landlord)

AND: City of St. Helens, a Municipal Corporation (Tenant)

Tenant wishes to lease from Landlord the following described property, hereinafter referred to as "the Premises": 231 South 1st and 235 South 1st Street St. Helens, OR consisting of the upper and lower floors of the premises known as "Masonic Building, LLC". If the Premises consist of a portion but not all of a building, the building housing the Premises is hereinafter referred to as "the Building".

Term: Two (2) Year Lease - January 1, 2020 to December 31, 2021

Rent: Base rent for property shall be as set forth as follows:

\$3,000 (Three-Thousand Dollars) per month

Tenant acknowledges that this is a discounted rent over the two-year term. In compensation for the discounted rent paid to Landlord, Tenant has agreed to make tenant improvements to the building \$30,000 ("Discounted Compensation"). This is in addition to tenant obligations outlined in section(s) 1, 3, 4, and 5 of Lease.

- a) Ceiling & wall repair in stairway and kitchen.
- b) Replacement of bathroom fixtures on the upper floor restrooms.
- c) Replacement of kitchen laminate.
- d) Stairway tread improvement.

Tenant shall submit receipts to Landlord upon completion of said work to be credited to "Discounted Compensation".

Should Tenant fail to make such improvements, Landlord shall make such improvements to the "building" and charge back to Tenant for such improvements, not to exceed the cumulative total of \$30,000.

Rent for the FIRST month of the lease term has been paid upon execution of this Lease. All rent is payable in advance on the first day of each calendar month. If Landlord consents, Tenant may occupy the Premises prior to such commencement date upon compliance with all terms of this Lease.

Delivery of possession shall occur when the Premises are occupied by tenant or are ready to be occupied by Tenant with all work to be performed by Landlord substantially completed. No notice shall be required from Landlord if the Premises are ready on the date set for commencement of the term or on the first business day thereafter. If landlord is unable to deliver; possession of the Premises to Tenant because of strikes, acts of God, or any other cause beyond Landlord's control, then Tenant may take possession when Landlord notified Tenant that the Premises are ready for possession, and the term of this Lease shall commence on the first day of

the first month following such date and continue for the specified number of months thereafter, notwithstanding the commencement and termination dates stated above. Tenant shall owe no rent and neither party shall have the right to terminate except that Landlord may cancel this Lease without liability if permission to construct, use or furnish necessary utilities to the Premises is denied or revoked by any governmental agency or public utility with such authority.

This Lease is subject to the following additional terms to which the parties agree:

Tenant, at Tenants expense, shall be responsible for all interior remodeling including, but not limited to, electrical, plumbing, HVAC, storefront and restroom. All construction plans will require prior landlord consent and meet all applicable building codes. If any law or governmental regulation prevents such use, Tenant may use the Premises for other reasonable uses. Tenant may also use premises for other reasonable commercial uses with prior consent of Landlord.

1. Use of Premises.

- a) Tenant shall use the Premises only for the purpose of conducting the following business: Events sponsored by the City of St. Helens.
- b) In connection with its use, Tenant shall, at its expenses, comply with all applicable laws, ordinances, and regulations of any public authority, including those requiring alteration of the Premises because of Tenant's specific use; shall create no nuisance nor allow any objectionable liquid, odor or noise to be emitted from the Premises; shall store no gasoline or other highly combustible materials on the Premises which would violate any applicable fire code or regulation nor conduct any operation that will increase Landlord's fire insurance rates for the Premises; and shall not overload the floors or electrical circuits of the Premises; and shall not overload the power-driven machinery by Tenant and may select a qualified electrician whose opinion will control regarding electrical circuits and a qualified engineer or architect whose opinion will control regarding floor loads. Allowable ground floor load shall be 300 pounds per square foot.
- c) Tenant may erect a sign stating its name, business and product after first securing Landlord's written approval of the size, color, design, wording and location, and all necessary governmental approvals. No signs shall be painted on the Building or exceed the height of the Building. All signs installed by Tenant shall be removed upon termination of this Lease with the sign location restored to its former state.
- d) Tenant shall make no alterations, additions, or improvements to the Premises or change the color of the exterior without Landlord's prior written consent and without a valid building permit issued by the appropriate governmental agency. Upon termination of this Lease, any such alterations, additions, or improvements (including without limitation all electrical, lighting, plumbing, heating and air-conditioning equipment, doors, windows, partitions, draper, carpeting, shelving, counters, and physically attached fixtures) shall at once become part of the realty and belong to Landlord unless the terms of the applicable consent provide otherwise, or Landlord requests that part or all of the additions, alterations, or improvements be removed. In such case, Tenant shall at its sole cost and expense promptly remove the specified additions, alterations, or improvements and repair and restore the Premises to its original condition.

2. Security Deposit

Tenant has deposited with Landlord the sum of \$3,000, (Three Thousand Dollars) hereinafter referred to as "the Security Deposit," to secure the faithful performance by Tenant of each term, covenant, and condition of this Lease. If Tenant shall at any time fail to make any payment or fail to keep or perform any term, covenant, and condition on its part to be made or performed or kept under this Lease, Landlord may, but shall not be obligated to and without waiving or releasing Tenant from any obligation under this Lease, use, apply or retain the whole or any part of the Security Deposit (i) to the extent of any sum due to Landlord; or (ii) to make any required payment on Tenant's behalf; or (iii) to compensate Landlord for any loss, damage, attorneys fees, or expense sustained by Landlord due to Tenants default. In such event, Tenant shall within 10 days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum. Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all of the terms, covenants, and conditions of this Lease and at the end of the term of this Lease leave the Premises in the condition required by this Lease, then the Security Deposit, less any sums owing to Landlord, shall be returned to Tenant (or, at Landlord's option, to the first assignee of Tenant's interests hereunder) within 30 days after the termination of this Lease and vacancy of the Premises by Tenant.

3. Utility Charges; Maintenance

- a) Tenant shall pay when due all charges for electricity, natural gas, water, garbage collection, janitorial service, sewer, and all other utilities of any kind furnished to the Premises during the lease term. If charges are not separately metered or stated, Landlord shall apportion the utility charges on an equitable basis. Landlord shall have no liability resulting from any interruption of utility services caused by fire or other casualty, strike, riot, vandalism, the making of necessary repairs or improvements, or any other cause beyond Landlord's reasonable control. Tenant shall control the temperature in the Premises to prevent freezing of any pipes or sprinkler system.
- b) Landlord shall repair and maintain the roof, gutters, down spouts, exterior walls, building structure, foundation, exterior paved areas, landscaping and exterior lighting and curbs of the Premises in good condition. Except for such obligations of landlord, Tenant shall keep the Premises neatly maintained and in good order and repair. Tenant's responsibility shall include maintenance and repair of the electrical system, plumbing drainpipes to sewers, air-conditioning and heating systems, overhead and personnel doors, and the replacement of all broken or cracked glass with glass of the same quality. Tenant shall refrain from any discharge that will damage the septic tank or sewers serving the Premises. It shall be Tenant's responsibility to utilize chair pads in all areas where chairs or other rolling equipment may damage floorcovering.
- c) If the Premises have separate entrance, Tenant shall keep the sidewalks abutting the Premises or the separate entrance free and clear of snow, ice, debris, and obstructions of every kind.

4. Taxes, Assessments, and Operating Expenses.

Property taxes – The City is exempt from paying property taxes for public uses, it is not anticipated that any taxes will become due on the apportioned property. Any taxes due will be the responsibility of the Tenant. Tenant will file all paper work necessary for exempt status.

- a) In conjunction with monthly rent payments, Tenant shall each month pay a sum representing Tenant's proportionate share of operation expenses for the Premises. Landlord shall annually estimate such amount in good faith to reflect actual or anticipated costs. Upon termination of this Lease or at periodic intervals during the term hereof, Landlord shall compute its actual costs for such expenses during such period. Any overpayment by Tenant shall be credited to Tenant, and any deficiency shall be paid by Tenant within 15 days after receipt of Landlord's statement.
- b) Operating expenses charged to Tenant hereunder shall include all usual and necessary costs of operating and maintaining the Premises, Building, and any surrounding common areas including, but not limited to, maintenance of the roof, gutters, down spouts, exterior walls, exterior lighting and curbs of the Premises, the cost of all utilities or services not paid directly by Tenant, property insurance, property management, maintenance and repair of landscaping, parking areas, and any other common facilities.

5. Parking and Storage Areas

- a) Tenant, its employees, and customers shall control the use of such parking spaces so that there will be no unreasonable interference with the normal traffic flow, and shall permit no parking on any landscaped or unpaved surface. Under no circumstances shall trucks serving the Premises be permitted to block streets.
- b) Tenant shall not store any materials, supplies, or equipment outside in any unapproved or unscreened area. If Tenant erects any visual barriers for storage areas, Landlord shall have the right to approve the design and location. Trash and garbage receptacles shall be kept covered at all times.

6. Tenant's Indemnification; Liability Insurance

- a) Tenant shall not allow any liens to attach to the Premises as a result of its activities. Tenant shall indemnify and defend Landlord from any claim, liability, damage, or loss arising out of any activity on the Premises by Tenant, its agents, or invitees or resulting from Tenant's failure to comply with any term of this Lease.
- b) Tenant shall carry general liability insurance on an occurrence basis with combined single limits of not less than \$1,000,000. Such insurance shall be provided by an insurance carrier reasonably acceptable to Landlord and shall be evidenced by a certificate delivered to Landlord stating that the coverage will not be canceled or materially altered without 10 days' advance written notice to Landlord. Landlord shall be named as an additional insured on such policy.

7. Property Damage; Subrogation Waiver

- a) If fire or other casualty damage to the Building or the Premises in an amount exceeding 30 percent of the full construction-replacement cost of the Building or Premises respectively, Landlord may elect to terminate this Lease as of the date of the damage by notice in writing to Tenant within 30 days after such date. Otherwise, Landlord shall promptly repair the damage and restore the Premises to their former condition as soon as practicable. Rent shall be reduced during the period to the extent the Premises to their former condition as soon as practicable. Rent shall be reduced during the period to the extent the Premises are not reasonably usable for the use permitted by this Lease because of such damage and required repairs.
- b) Landlord shall be responsible for insuring the Building, and Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises.
- c) Neither party shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risk covered by a standard fire insurance policy with extended coverage and sprinkler leakage endorsements, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

8. Condemnation.

If a condemning authority takes the entire Premises or a portion sufficient to render the remainder unsuitable for Tenant's use, then either party may elect to terminate this Lease effective on the date that title passes to the condemning authority. Otherwise, Landlord shall proceed as soon as practicable to restore the remaining Premises to a condition comparable to that existing at the time of the taking. Rent shall be abated during the period of restoration to the extent the Premises are not reasonably usable by Tenant, and rent shall be reduced for the remainder of the term in an amount equal to the reduction in rental value of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord.

9. Assignment and Subletting.

- a) Tenant shall not assign its interest under this Lease nor sublet the Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law or through mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Lease and no one assignment or subletting shall be a consent to any further assignment or subletting. If Tenant assigns this Lease or sublets the Premises for an amount in excess of the rent called for by this Lease (Prorated \$2,000 for 1st floor, \$1000 for 2nd floor), such excess shall be paid to Landlord promptly as it is received by Tenant.
- b) Subject to the above limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective, heirs, successors, and assigns.

10. Default

Any of the following shall constitute a default by Tenant under this Lease:

- a) Tenant's failure to pay rent or any other charge under this Lease within 10 days after it is due, or failure to comply with any other term or condition within 20 days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20 day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.
- b) Tenant's insolvency; assignment for the benefit of its creditors; Tenant's voluntary petition in bankruptcy or adjudication as bankrupt, or the appointment of a receiver for Tenant's properties.

11. Remedies for Default

In case of default as described in paragraph 10 above, Landlord shall still have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

- a) Terminate this Lease without relieving Tenant from its obligation to pay damages.
- b) Retake possession of the Premises by summary proceedings or otherwise, in which case Tenant's liability to Landlord for damages shall survive the tenancy. Landlord may, after such retaking of possession, relet the Premises upon any reasonable terms. No such reletting shall be construed as an acceptance of a surrender of Tenant's leasehold interest.
- c) Recover damages caused by Tenant's default which shall include reasonable attorney's fees at trial and on any appeal therefrom. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease equal to the difference between the rent under this Lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the rate of 6 percent per annum.
- d) Make any payment or perform any obligation required of Tenant so as to cure Tenant's default, in which case Landlord shall be entitled to recover all amounts so expended from Tenant~ plus interest at the rate of 10 percent per annum from the date for the expenditure.

12. Surrender on Termination

a) On expiration or early termination of this Lease, Tenant shall deliver all keys to Landlord, have final utility readings made on the date of move out, and surrender the Premises clean and free of debris inside and out, with all mechanical, electrical and plumbing systems in good operating condition, all signing removed and defacement corrected; and all repairs called for under this Lease completed. The Premises shall be delivered in the same condition as at the

commencement of the term, subject only to depreciation and wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove said property shall be abandonment of same, and Landlord may dispose of it in any manner without liability.

b) If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (i) to treat Tenant as a tenant from month to month, subject to all provisions of this Lease except the provision for the term and at a base rental of 120 percent of that specified in this Lease; or (ii) to eject Tenant from the Premises and recover damages caused by wrongful holdover.

13. Landlord's Liability

- a) Landlord warrants that so long as Tenant complies with all terms of this Lease it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord or person claiming through Landlord.
- b) All persons dealing with the Landlord must look solely to the property and assets of Landlord for the payment of any claim against Landlord or for the performance of any obligation of Landlord as neither the Landlord, employees, nor agents of Landlord assume any personal liability for obligations entered into on behalf of Landlord (or its predecessors in interest) and their respective properties shall not be subject to the claims of any person in respect of any such liability or obligation. As used herein, the words "property and assets of partnership" exclude any rights of Landlord for the payment of capital contributions or other obligations to it by the general partner or any limited partner in such capacity.

14. Mortgage or Sale by Landlord; Estoppel Certificates

- a) This Lease is and shall be prior to any mortgage or deed or trust ("Encumbrance") recorded after the date of this Lease and affecting the Building and the land upon which the Building is located. However, if any lender holding an Encumbrance secured by the Building and the land underlying the Building requires that this Lease be subordinate to the encumbrance, then the Tenant agrees that this Lease shall be subordinate to the Encumbrance if the holder thereof agrees in writing with Tenant that so long as Tenant performs its obligations under this Lease no foreclosure, deed given in lieu of the foreclosure, or sale pursuant to the terms of the Encumbrance, or other steps or procedures taken under the encumbrance shall affect Tenant's rights under this Lease. If the foregoing condition is met, Tenant shall execute the written agreement and any other documents required by the holder of the Encumbrance to accomplish the purposes of this paragraph.
- b) If the Building is sold as a result of foreclosure of any Encumbrance thereon or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee, and the transferor shall have no further liability hereunder.
- c) Either party shall within 20 days after notice from the other execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The

certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

15. Disputes- Attorneys' Fees.

If and whenever any dispute or question shall arise between the Lessor and Lessees touching these presents or anything herein contained, or in the construction hereof, or the rights, duties and liabilities of either party in relation to the premises, the matter in difference shall be settled by arbitration in the following manner: each party to this agreement shall appoint an arbitrator. If the two arbitrators so appointed cannot agree within five (5) days after their appointment, they will select a third arbitrator. The decision in writing of the three arbitrators, or any two of them, shall be final and binding upon the parties herein, who shall conform to and abide by said decision. If either party fails to appoint an arbitrator within five (5) days after notice in writing requiring them to do so, the arbitrator appointed by the other party shall act for both, and their decision in writing shall be final and binding upon both parties as if he had been appointed by consent and both parties hereto shall conform to and comply therewith. In determining any right of the Lessor to possession of the demised premises the Lessor may, at their option, resort to arbitration or may employ the remedies provided by Law.

16. Severability

If any provision of this Lease is held to be invalid, unenforceable or illegal the remaining provision shall not be affected and shall be enforced to the fullest extent permitted by law.

17. Interest and Late Charges

Rent not paid within 10 days of when due shall bear interest from the date due until paid at the rate of 10 percent per annum. Landlord may at its option impose a late charge of \$.05 for each \$1.00 of rent payments made more than 10 days late in addition to interest and other remedies available for default.

18. General Provisions

- a) Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.
- b) Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.
- c) Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this Lease, to make necessary repairs to the Building or the Premises,

or to show the Premises to any prospective tenant or purchasers. During the last two months of the term, Landlord may place and maintain upon the Premises notices for leasing or sale of the Premises.

- d) If this Lease commences or terminates at a time other than the beginning or end of one of the specified rental periods, then the rent (including Tenant's share of real property taxes, if any) shall be prorated as of such date, and in the event of termination for reasons other than default all prepaid rent shall be refunded to Tenant or paid on its account, with the exception of prorated credit of construction costs.
- e) Notices between the parties relating to this Lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this Lease or to such other address as either party may specify by notice to the other. Rent shall be payable to Landlord at the same address and in the same manner.

19. Environmental

- a) <u>Definitions</u>. The term "Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.
- b) <u>Use of Hazardous Substances</u>. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of or otherwise released on or under the Premises, Tenant may use and sell on the Premises only those Hazardous Substances typically used and sold in the prudent and safe operation of the business permitted by Section 1 of this Lease. Tenant may store such Hazardous Substances on the Premises, but only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises.
- c) <u>Notices.</u> Tenant shall immediately notify Landlord upon becoming aware of the following: (a) any spill, leak, or disposal or other release of a Hazardous Substance on, under or adjacent to the Premises; (b) any notice or communication from a governmental agency or any other person relating to any Hazardous Substance on, under or adjacent to the Premises; or (c) any violation of any Environmental Law with respect to the Premises or Tenant's activities on or in connection with the Premises.
- d) <u>Spills and Releases</u>. In the event of a spill, leak, disposal or other release of a Hazardous Substance on or under the Premises caused by Tenant or any of its contractors, agents or employees or invitees, or the suspicion or threat of the same, Tenant shall (i) immediately undertake all emergency response necessary to contain, cleanup and remove the released Hazardous Substance, (ii) promptly undertake all investigatory, remedial, removal and other response action necessary or appropriate to ensure that any Hazardous Substances contamination is eliminated to Landlord's reasonable satisfaction, and (iii) provide Landlord copies of all

correspondence with any governmental agency regarding the release (or threatened or suspected release) or the response action, a detailed report documenting all such response action, and a certification that the contamination has been eliminated. All such response action shall be performed, all such reports shall be prepared and all such certifications shall be made by an environmental consultant reasonably acceptable to Landlord.

- e) <u>Condition Upon Termination</u>. Upon expiration of this Lease or sooner termination of this Lease for any reason, Tenant shall remove all Hazardous Substances and facilities used for the storage or handling of Hazardous Substances from the Premises and restore the affected areas by repairing any damage caused by the installation or removal of the facilities. Following such removal, Tenant shall certify in writing to Landlord that all such removal is complete.
- f) <u>Assignment and Subletting</u>. Notwithstanding the provisions of paragraph 9 of this Lease, it shall not be unreasonable for Landlord to withhold its consent to any assignment, sublease or other transfer of the Tenant's interest in this Lease if a proposed transferee's anticipated use of the Premises involves the generation, storage, use, sale, treatment, release or disposal of any Hazardous Substance.

g) Indemnity

- i) By Tenant. Tenant shall indemnify, defend and hold harmless Landlord, its employees and agents, any persons holding a security interest in the Premises, and the respective successors and assigns of each of them from and any and all claims, demands, liabilities, damages, fines, losses, costs (including without limitation the cost of any investigation, remedial, removal or other response action required by Environmental Law) and expenses (including without limitation attorneys' fees and expert fees in connection with any trial, appeal, petition for review or administrative proceeding) arising out of or in any way relating to the actual or alleged use, treatment, storage, generation, transport, release, leak, spill, disposal or other handling of Hazardous Substances on the Premises by Tenant or any of its contractors, agents or employees or invitees. Tenant's obligations under this section shall survive the expiration or termination of this Lease for any reason. Landlord's rights under this section are in addition to and not in lieu of any other rights or remedies to which Landlord may be entitled under this agreement or otherwise.
- ii) <u>By Landlord</u>. Landlord shall indemnify, defend and hold harmless Tenant and its employees and agents and the respective successors and assigns of each of them from and against any and all claims, demands, liabilities, damages, fines, losses, costs (including without limitation the cost of any investigation, remedial, removal or other response action required by Environmental Law) and expenses (including without limitation attorneys' fees and expert fees in connection with any trial, appeal, petition for review or administrative proceeding) arising out of or in any way relating to the actual or alleged use, treatment, storage, generation, transport, release, leak, spill, disposal or other handling of Hazardous Substances on the Premise by Landlord, or any of its contractors, agents or employees or by Landlord's previous tenants of the Premises. Landlord's obligations under this section shall survive the expiration or termination of this Lease for any reason. Tenant's rights under this section are in addition to and not in lieu of any other rights or remedies to which Tenant may be entitled under this Agreement or otherwise.

20. No Brokers.

Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. The provisions of this Section shall not apply to brokers with whom Landlord has an express written brokerage agreement.

21. Extension Option.

If the Lease is not then in default, Tenant shall have the option to extend this lease for a Two year term as follows:

- a) The extension term shall commence on the day following the date of termination of the preceding term.
- b) Rent during the first extension term shall be determined by Market Rate and length of extension.
- c) Each successive lease extension may be exercised by written notice to Landlord given not less than 90 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the Lease binding for the extension term without further act of the parties, who shall then be bound to the Base Rent for the extension term as set forth in clause (b) of this paragraph.
- d) The terms and conditions of the Lease shall apply to each extension term except for Base Rent for the extension term, which shall be as set forth in clause (b) of this paragraph.

22. Addendum to Lease Amendments.

By this reference, any addendum to the Lease attached hereto shall be made a part hereof, provided same is mutually agreed upon by both Landlord and Tenant, modified in writing, and signed by Landlord and Tenant at time of the modification.

23. Quiet Enjoyment

Landlord warrants that so long as Tenant complies with all terms of this Lease it shall be entitled to peaceable and undisturbed possession of the Premises, including truck access and staging, free from any eviction or disturbance by Landlord. Neither Landlord nor its managing agent shall have any liability to Tenant for loss or damages arising out of the acts, including criminal acts, of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building. No assets of Landlord, other than the Building, shall be liable for any judgment against Landlord.

As used herein, "Landlord" includes all employees and agents of Landlord and all heirs, successors and assigns of Landlord.

24. Common Areas

The sidewalks, passages, exits, entrances, and stairways of the Building shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress to and egress from Tenant's Premises. The passages, exits, entrances, and stairways are not intended for use by the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation or interest of the Building, Landlord or Tenant, provided that nothing herein contained shall be construed to prevent access by persons with whom Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE LANDLORD AND TENANT HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

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

TENANT City of St. Helens	LANDLORD Masonic Building, LLC
Ву:	By:
Print Name:	Print Name: Elliot Michael, Member
Date:	Date:
Address for Legal Notices to Tenant: City of St. Helens 265 Strand Street St. Helens, OR 97051	Address for Notices/Rent Payments to Landlord: Masonic Building, LLC 862 SE Oak Street Suite 1A Hillsboro, OR 97123



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: City Council

FROM: Jacob A. Graichen, AICP, City Planner RE: Floodplain rules changes → freeboard

DATE: January 3, 2020

In November of 2019, the City has its first Community Assistance Visit (CAV) since 2006. The CAV is a visit from DLCD or FEMA staff to review a community's implementation of the National Flood Insurance Program (NFIP). This has insurance implications, but in regards to the City, the main focus is standards for development within floodplains.

St. Helens has some follow-up actions required to complete the CAV process. One of those actions is to amend our code to comply with a recently FEMA approved State model code. An important discussion item for that is "freeboard." This basically means the area between the "lowest floor" and the determined flood level also known as the "base flood elevation." "Lowest floor" generally means the habitable space and excludes things like crawlspaces.

The State's model code notes that the freeboard can be increased to up to 3 feet. So we can pick any number between 0 and 3.

Currently, our code requires 1' of freeboard for residential structures. Non-residential structures are allowed to be built at the flood level (0' of freeboard) or be designed to be "floodproofed" or watertight.

Key considerations are costs of construction, reduction of risk, and future insurance premiums.

Staff suggests keeping the residential standards as they are and increasing the non-residential requirement (if not floodproofed) to 1' of freeboard instead of none.

Basis for 1' of freeboard for non-residential structures:

- Construction cost increases do not seem to be significant
- Many of our non-residential structures are economic drivers and a reduced risk enhances economic resilience
- May reduce insurance costs
- Makes the 1' of freeboard uniform in the City's floodplain development standards
- Coincides with the County's 1' non-residential requirement (County also requires 1' for residential)

At their December 2019 meeting, the Planning Commission was supportive of this but their support was tepid. The other clear option is to keep the elevation requirements the same: residential requires 1' of freeboard and non-residential may be at the flood elevation level (with the floodproof option). The benefit of this is reducing complexities of some properties: for example, the Port's Multnomah Industrial Park, which is shown to be nearly entirely within a floodplain with recent development (last 10 years or so) under the current elevation standard. New development and "substantial improvements" require compliance with flood codes in effect at the time. At least some new buildings are already more than 1' above the base flood elevation here (see attached example), which helps. I can explain how this works at a regular council meeting.

Please see page 2 and the attachments for additional information.

ALLOWABLE USES BELOW THE BFE

Garages, as well as small storage sheds, may be constructed within the flood fringe with their lowest floor at grade, provided that the "enclosure below BFE" rules are met. The use of such structures is limited, however, to parking of vehicles and storage of low damage potential items such as gardening

All mechanical and electrical systems and appliances must be elevated above BFE, hydrostatic (flood vent) openings must be installed, and flood-resistant materials must be used in areas below the BFE. For exact specifications see Technical Bulletin 7-93, "Wet Floodproofing Requirements."



Figures A-C demonstrate some ways to meet "freeboard" requirements.

A: Elevated foundation

B: Fill (elevate ground to be built upon)

C: Elevated by pylons

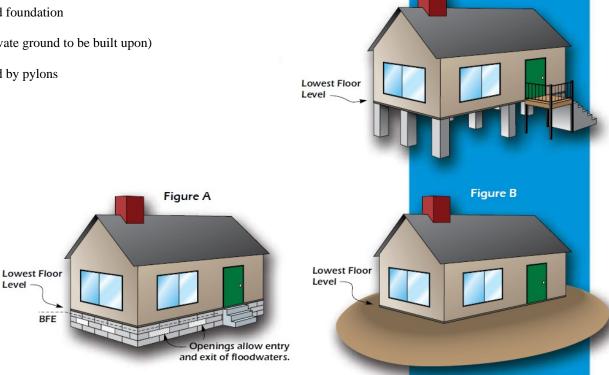
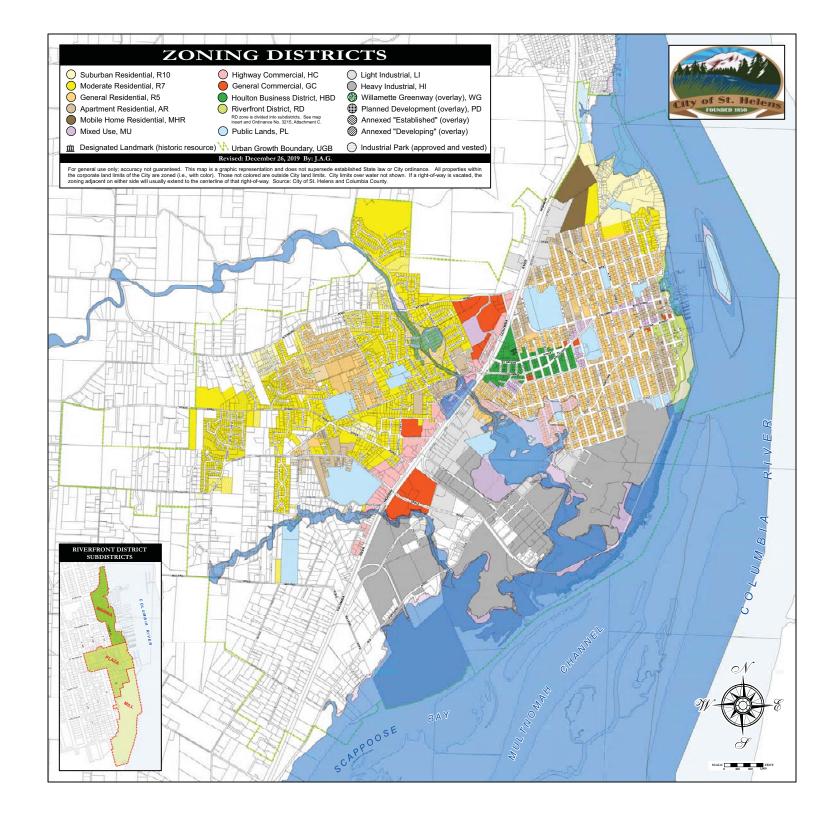
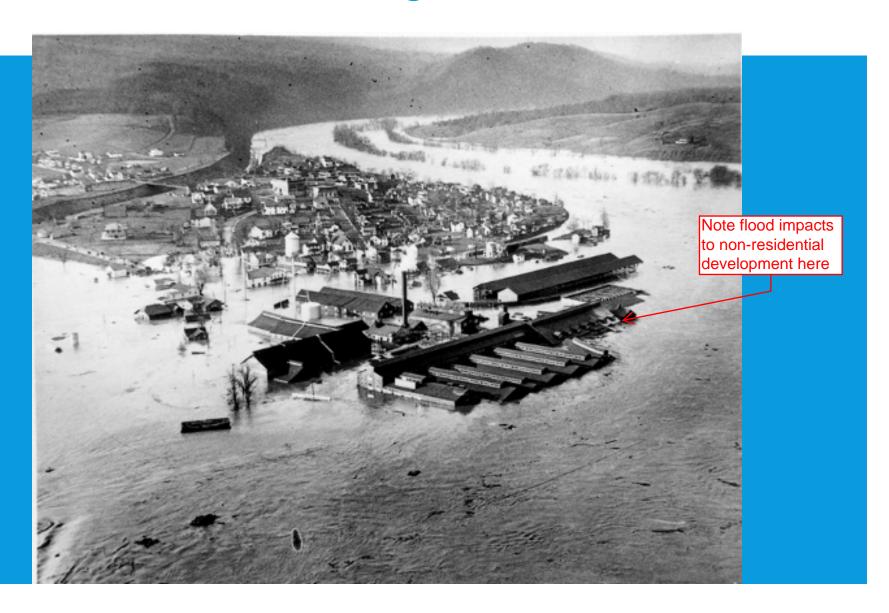


Figure C

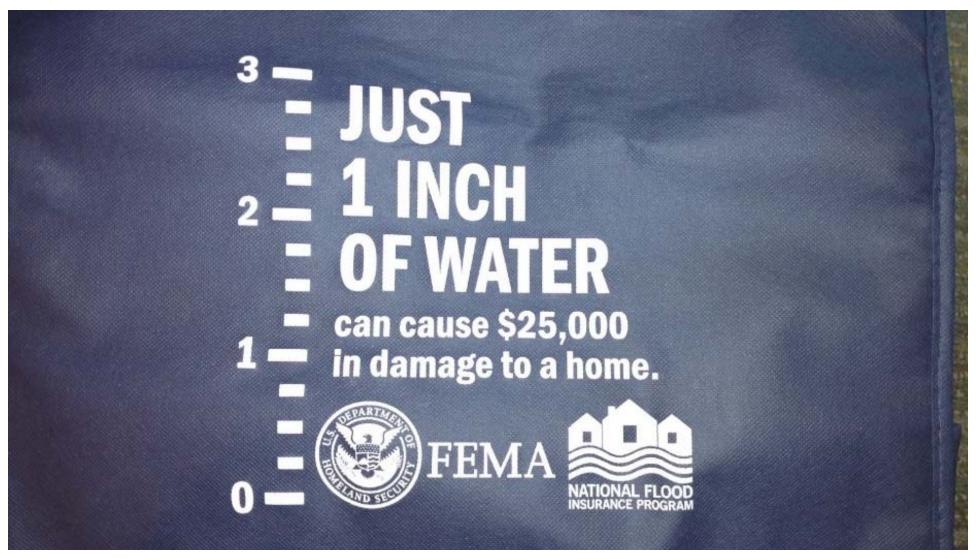




Tennessee Valley



FEMA tote at ASFPM in Cleveland



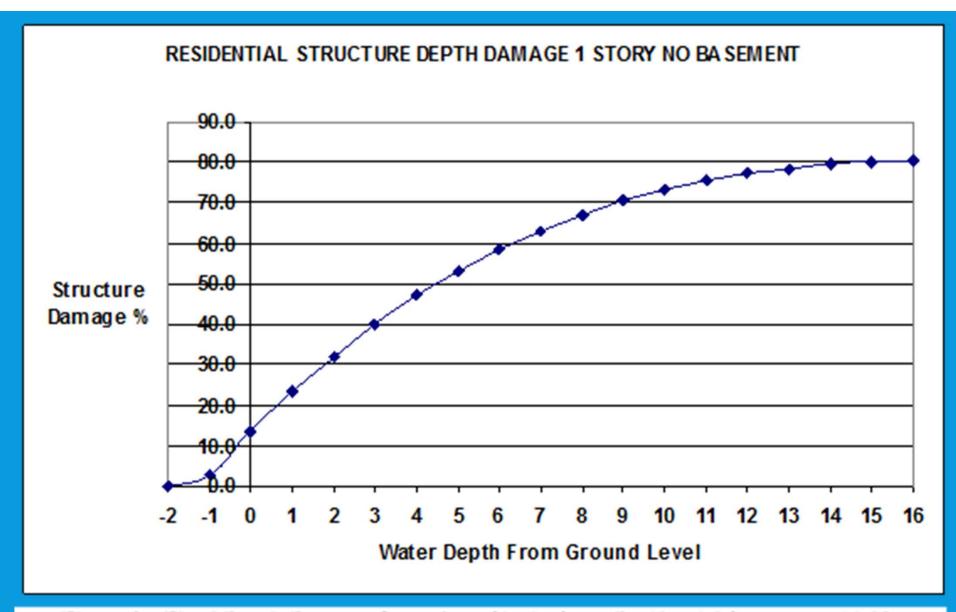
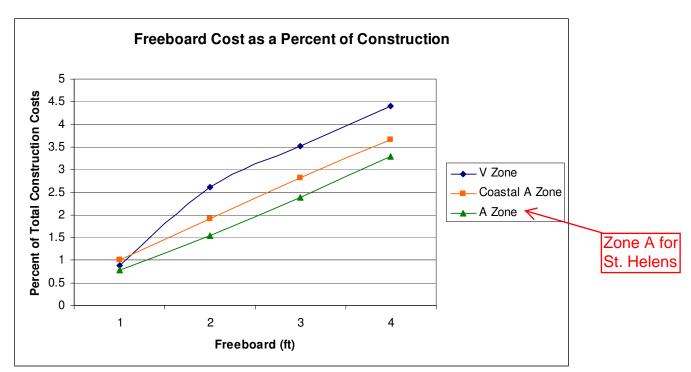
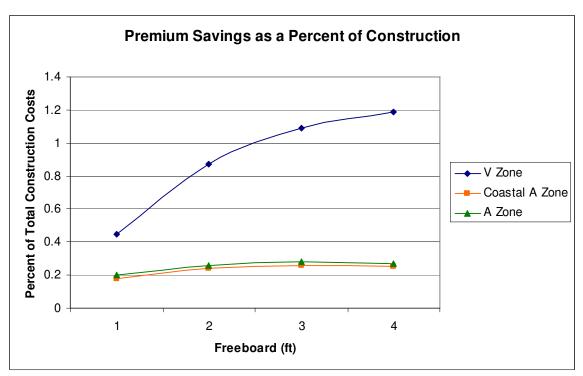


Figure 3 – Flood Depth-Damage Curve for a Single-Story Residential Structure with No Basement at Ground Level. (Source: U.S. Army Corps of Engineers Floodplain Inventory Tool (CEFIT)



Graph 1 | Freeboard Costs as a Percent of Total Construction Costs



Graph 2 | Flood Insurance Premiums as a Percent of Total Construction Costs

The Impact of Flood Insurance Premium Savings

When considering the benefits of reduced flood insurance premiums it should be noted that these benefits plateau at 3 feet. Further, while the cost of construction is increasing, the premium benefits do not continue to increase. This scenario causes the overall benefits of freeboard at 3 and 4 feet to diminish. It should be noted that in most cases these scenarios still prove to be cost-effective. **Table 4** illustrates the cost of freeboard in comparison to the average flood insurance premium savings as a percent of the total cost of construction. These ranges can be evaluated in order to assess the duration of time it will take to recoup the increased cost of construction associated with incorporating freeboard into the building design.

Table 4 | Summary of Analysis Results

Flood Zone	Freeboard (ft)	Cost of Freeboard (% increase)	Average Premium Savings as a Percent of Total Cost of Construction	Average Payback Period for Additional Cost of Freeboard (years)
V Zone	BFE + 1	0.4–1.8	0.45	2.0
	BFE + 2	0.8–3.6	0.87	2.5
	BFE + 3	1.3–5.4	1.09	2.7
	BFE + 4	1.7–7.2	1.19	3.1
Coastal A Zone	BFE + 1 BFE + 2 BFE + 3 BFE + 4	0.5-3.9 0.7-4.8 1.1-6.1 1.4-8.1	0.18 0.24 0.26 0.25	4.4 6.0 7.9 9.6
A Zone	BFE + 1	0.2-2.3	0.20	3.3
	BFE + 2	0.3-4.5	0.26	4.6
	BFE + 3	0.7-6.8	0.28	6.4
	BFE + 4	0.9-9.1	0.27	8.2

Correlations to the Original Analysis

The original study utilized flood elevations for return periods based on a percentage of the BFE. The percentages were established based on a review of several Flood Insurance Studies throughout the U.S. coastlines. This updated study utilizes actual flood data and elevations from specific locations. Once locations were selected, data was collected using a Flood Insurance Study and a current Flood Insurance Rate Map. Based on this information a BFE and ground elevation were determined for each location. The difference between the ground elevation and the BFE established the foundation requirements for each location. In estimating the foundation costs, the foundations were modified as their height increased. In some instances foundation costs escalated at a nonlinear rate due to design thresholds.

The revised study did not attempt to address the effectiveness of the NFIP or establish construction thresholds for determining the amount of freeboard which a community should enforce. The revised study was intended to focus on the cost-effectiveness of

including freeboard into a foundation design and to determine whether the assumptions made in the original study were still valid. Additionally this study addresses concerns that a homeowner may have when deciding how high to elevate their home above the BFE.

This analysis suggested that the data provided in the original study (2006 Evaluation of the National Flood Insurance Program's Building Standards) remains valid. Some differences in construction costs and flood insurance premiums were noted, but the overall validation of the study's hypothesis that freeboard is beneficial to homeowners and the community is still valid. Each study was able to arrive at these conclusions independently and was able to conclude that the use of freeboard not only benefits the homeowner with respect to avoided flood damages, but also benefits the homeowner because flood insurance premiums offset the additional costs of construction. Differences in BCRs are the result of differences in construction costs, BCA-tool version differences, and other associated issues, but both study showed general trends that suggest that the use of freeboard is beneficial to incorporate into the design of a house.

Final Considerations

Exactly how much freeboard is necessary for a particular house primarily depends upon the homeowner's decision to weigh the costs of construction versus the rewards. These benefits can be realized as both insurance premium benefits and as reductions in risk.

Figure 2 provides an overview of the decision matrix that the homeowner should consider when determining the ideal amount of freeboard to use.

		\bigvee			
Freeboard	BFE	BFE + 1	BFE + 2	BFE + 3	BFE + 4
Construction Cost	7	アア	アアア	アアアア	アアアアア
Flood Insurance Premium Savings	0	\$	\$\$	\$\$\$	\$\$\$
Risk Level	111	IIII	111	11	1

Figure 2 | Freeboard Decision Matrix

U.S. DEPARTMENT OF HOMELAND SECURITY Federal Emergency Management Agency National Flood Insurance Program

OMB No. 1660-0008 Expiration Date: November 30, 2018

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) common common

Topy an pages of this Elevation Cer				ty official, (2) insura	The second second	_	
SECTION A - PROPERTY INFORMATION			FOF	FOR INSURANCE COMPANY USE			
A1. Building Owner's Name PORT OF ST. HELENS				Poli	cy Num	nber:	
A2. Building Street Address (inc Box No.	luding Apt., Unit, Sui	te, and/o	or Bldg. No.) c	r P.O. Route and	Com	pany I	NAIC Number:
BUILDING E, 58144 OLD PORT	LAND ROAD						
City			State		ZIP	Code	
ST. HELENS			OREC	00 2 0000	9708	51	
A3. Property Description (Lot an COLUMBIA COUNTY TAX MAP	nd Block Numbers, Ta PARCEL NO. 4N1W	ax Parce V17 000	l Number, Le 00100	gal Description, etc	;.)		
A4. Building Use (e.g., Resident	tial, Non-Residential,	Addition	, Accessory,	etc.) NON-RES	IDENTIAL		
A5. Latitude/Longitude: Lat. 45	^50'08.6"	Long. 1	22^49'34.4"	Horizontal	Datum:	NAD	1927 × NAD 1983
A6. Attach at least 2 photograph	ns of the building if th	e Certific	ate is being u	sed to obtain flood	insurance.		
A7. Building Diagram Number	1B						
A8. For a building with a crawlsp	pace or enclosure(s):						
a) Square footage of crawls			11	520.00 sq ft			
b) Number of permanent floo	od openings in the cr	awlspace			above adia	cent ar	ade 0
c) Total net area of flood ope			0.00 sq in		asovo aaja	one gre	<u> </u>
d) Engineered flood opening		No					
A9. For a building with an attache	ed garage:						
a) Square footage of attache			N/A sq ft				
		tached a					
b) Number of permanent floorc) Total net area of flood ope		iacried g			cent grade		
d) Engineered flood opening	-	lo.	sq	IO -			
d) Engineered flood openings?					d Elevation		
	CTION B - FLOOD I	NSURA	NCE RATE	MAP (FIRM) INFO	DRMATION		
B1. NFIP Community Name & Co COLUMBIA COUNTY 410034	ommunity Number		B2. County I	Name			B3. State Oregon
B4. Map/Panel B5. Suffix	B6. FIRM Index	B7 FIR	M Panel	B8. Flood	DO Page F		
Number	Date	Effe	ective/	Zone(s)	B9. Base F	1000 E 1000 E	e Base Flood Depth)
41009C045D	11-26-2010	11-26-2	vised Date 2010	AE	27.0'		
B10. Indicate the source of the B	ase Flood Elevation	(BFE) da	ata or base flo	od depth entered i	n Item RO:		
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: ☐ FIS Profile ☑ FIRM ☐ Community Determined ☐ Other/Source:							
B11. Indicate elevation datum us	ed for BFE in Item B	9: 🔲 N	GVD 1929 [NAVD 1988 [Other/So	ource:	
B12. Is the building located in a 0	Coastal Barrier Reso	urces Sv	stem (CBRS)	area or Otherwise	Protected	Area (C	OPA)2 T Ves TAIL
Designation Date:			OPA		. Totolied /	"ca (C	Str.Vit [Les X INO
	Ц	ODINO	☐ OPA				

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 201

			Expiration Date. November 30, 2018		
IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE		
Building Street Address (including Apt., Unit, Suite, and/o BUILDING E, 58144 OLD PORTLAND ROAD	r Bldg. No.) or P.O. Ro	ute and Box No.	Policy Number:		
City Sta ST. HELENS	ate ZIF	Code 051	Company NAIC Number		
SECTION C - BUILDING EL	EVATION INFORMA	TION (SURVEY R	EQUIRED)		
C1. Building elevations are based on: Construction *A new Elevation Certificate will be required when one		Iding Under Constru	uction* Finished Construction		
C2. Elevations – Zones A1–A30, AE, AH, A (with BFE),	VE VI-V20 V (with E	ing is complete.	Already 3' above flood		
Complete Items C2.a–h below according to the buil Benchmark Utilized: HELEN, PID RD4218	ding diagram specified Vertical Datum	in Item A7. In Puert	level; reduces issues with a new 1' freeboar		
Indicate elevation datum used for the elevations in i					
☐ NGVD 1929 区 NAVD 1988 ☐ Other/		JVV.	requirement.		
Datum used for building elevations must be the same	ne as that used for the	BFE.			
			Check the measurement used.		
Top of bottom floor (including basement, crawlsp Top of the control of t	pace, or enclosure floor)	30.1 Feet meters		
b) Top of the next higher floor			N/A feet meters		
c) Bottom of the lowest horizontal structural member	er (V Zones only)	-	N/A feet meters		
d) Attached garage (top of slab)			N/A		
 e) Lowest elevation of machinery or equipment ser (Describe type of equipment and location in Con 	vicing the building nments)		29.9 X feet meters		
 f) Lowest adjacent (finished) grade next to building 	(LAG)		29.1 X feet meters		
g) Highest adjacent (finished) grade next to building	g (HAG)		29.9 ⊠ feet ☐ meters		
 h) Lowest adjacent grade at lowest elevation of dec structural support 	ck or stairs, including		N/A feet meters		
SECTION D - SURVEYOR,	ENGINEER, OR AR	CHITECT CERTIFI			
This certification is to be signed and sealed by a land sur I certify that the information on this Certificate represents statement may be punishable by fine or imprisonment ur	rveyor, engineer, or arc	chitect authorized by			
Were latitude and longitude in Section A provided by a lie			☑ Check here if attachments.		
Certifier's Name	License Number		REGISTERED		
DAVID E. REYNOLDS	OR LS 2157		PROFESSIONAL		
Title PRESIDENT		10	LAND SURVEYOR		
Company Name REYNOLDS LAND SURVEYING, INC.			- QOE.Kn		
Address	<i>f</i> 1		OREGON JULY 26, 1985		
32990 STONE ROAD			DAVID E. REYNOLDS 2157		
City WARREN	State Oregon	ZIP Code 9705 4	RENEWAL DATE: 12-31-2018		
Signature DAVID E REYNOLDS Digitally signed by DAVIDE REYNOLDS Date: 2018-10.02 1-441-420700	Date 10-02-2018	Telephone (503) 397-5516	Ext.		
Copy all pages of this Elevation Certificate and all attachme	nts for (1) community of	ficial, (2) insurance a	gent/company, and (3) building owner.		
Comments (including type of equipment and location, per THE LOWEST EQUIPMENT SERVING THE BUILDING I	C2(e), if applicable) S THE HVAC SYSTEM	I ON A SLAB ON T	HE EAST SIDE OF THE BUILDING.		

BUILDING PHOTOGRAPHS

ELEVATION CERTIFICATE

See Instructions for Item A6.

OMB No. 1660-0008
Expiration Date: Nove

IMPORTANT: In these spaces, co Building Street Address (including A BUILDING E, 58144 OLD PORTLA	FOR INSURANCE COMPANY US Policy Number:		
City ST. HELENS	State OREGION	ZIP Code 97051	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.



Photo One

Photo One Caption FRONT VIEW TAKEN OCTOBER 2, 2018

Clear Photo One



Photo Two Caption REAR VIEW TAKEN OCTOBER 2, 2018

Clear Photo Two

BUILDING PHOTOGRAPHS

ELEVATION CERTIFICATE

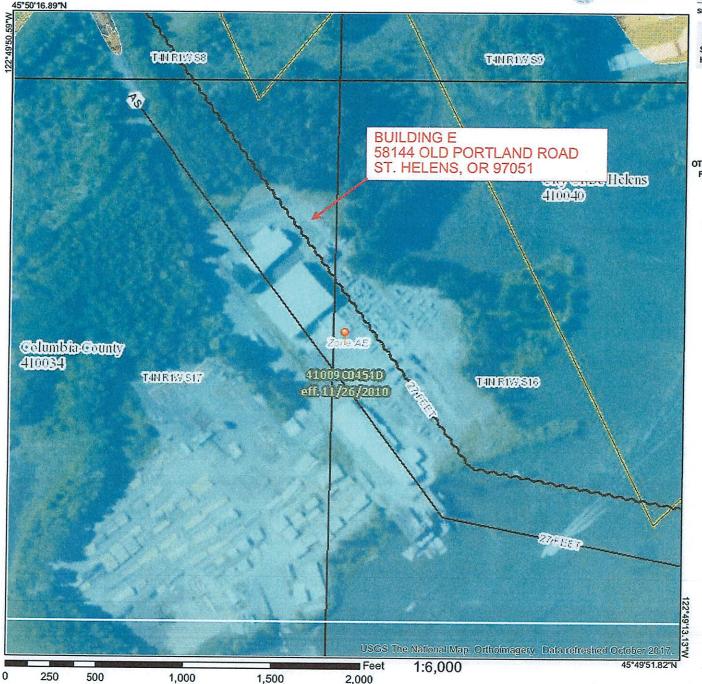
Continuation Page

OMB No. 1660-0008 Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corres	sponding information from Section A.	FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Sui BUILDING E, 58144 OLD PORTLAND ROAD	te, and/or Bldg. No.) or P.O. Route and Box No.	Policy Number:
City ST. HELENS	State ZIP Code 97051	Company NAIC Number
If submitting more photographs than will fit on with: date taken; "Front View" and "Rear V photographs must show the foundation with rep	n the preceding page, affix the additional photog iew", and, if required, "Right Side View" and presentative examples of the flood openings or ver	raphs below. Identify all photographs "Left Side View." When applicable, nts, as indicated in Section A8.
	Dhoto Thuse	
	Photo Three	
	Photo Three	
Photo Three Caption	Frioto Tiffee	Clear Photo Three
	Photo Four	
	Photo Four	
Photo Four Caption		Clear Photo Four

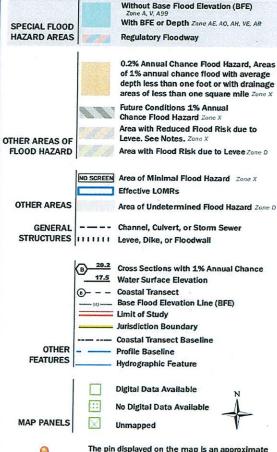
National Flood Hazard Layer FIRMette





Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

point selected by the user and does not represent

an authoritative property location.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/2/2018 at 2:43:05 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: City Council and Planning Commission FROM: Jacob A. Graichen, AICP, City Planner

RE: Accessory Structure breezeway attachment – potential policy changes

DATE: December 31, 2019

This memo intended for Planning Commission review at their January 14 meeting, and the City Council at their January 15 work session.

* * *

Accessory structures per Chapter 17.124 SHMC are considered detached structures. If attached to the principle building, normally a home, they are considered building additions. One of the exemptions from an Accessory Structure Permit includes:

Accessory buildings or structures attached to the principal building or structure, as long as they use the same architectural features such as roof lines and exterior building materials. "Attached" means wall-to-wall or any permanent roof attachment such as breezeways. Said structures shall be considered as building additions and shall require building permits and compliance with the applicable setback standards for the principal building or structure.

Staff recommends additional basic provisions for attachments as they relate to breezeways and things of that nature.

Current code, from the above includes:

• Must be a wall-to-wall or any permanent roof attachment

Over the years arbor and pergola type attachments have been allowed. This has resulting in the attachment being an afterthought occasionally, and recently such an attachment (75' length) was removed soon after final inspection.



Examples of arbors or pergolas.

Considerations—what do you think about the following?

1. Mandate roof attachments? General definition (per Google search) of a breezeway is a roofed outdoor passage between a house and garage.



Covered breezeway example. Includes an actual roof.

2. Require a man door on either side of the breezeway attachment? This ensures it has an actual purpose.

Or, for the existing building side, allow a paved path (4' wide minimum) to an existing man door at that end of the breezeway?

- 3. Minimum height of breezeway: 8'?
- 4. Minimum width of breezeway: 6'?
- 5. Must be permanently attached to the ground, principle building and accessory structure?
- 6. Maximum length: 20' without a Variance?



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: City Council

FROM: Jacob A. Graichen, AICP, City Planner RE: Millard Road Property Zoning

DATE: January 3, 2020

We started this discussion with a public forum on June 20, 2018. Staff has gathered further input since then and we now have an adopted Housing Needs Analysis to assist further.

At your June 5, 2019 work session, the Council was supportive of Public Lands, PL zoning along the northern portion of the site and Mixed Use, MU (or Moderate Residential, R7) for the remainder. A park master plan for the site would help determine the boundary between the two zonings.

Around the 3rd quarter of last year, staff and the Parks Commission, with the assistance of consultants (Group Mackenzie), developed a two-option park plan for the site. Option 1 takes up most of the site and option 2 focuses on the northern area.

Staff requests feedback and direction from the Council about the Comprehensive Plan Map and Zoning Map changes as described. The unanswered question for the council to date is where to draw the line between the PL and MU (or R7) zones. This depends on if the Council is satisfied with the outcome of the park master planning effort to date.

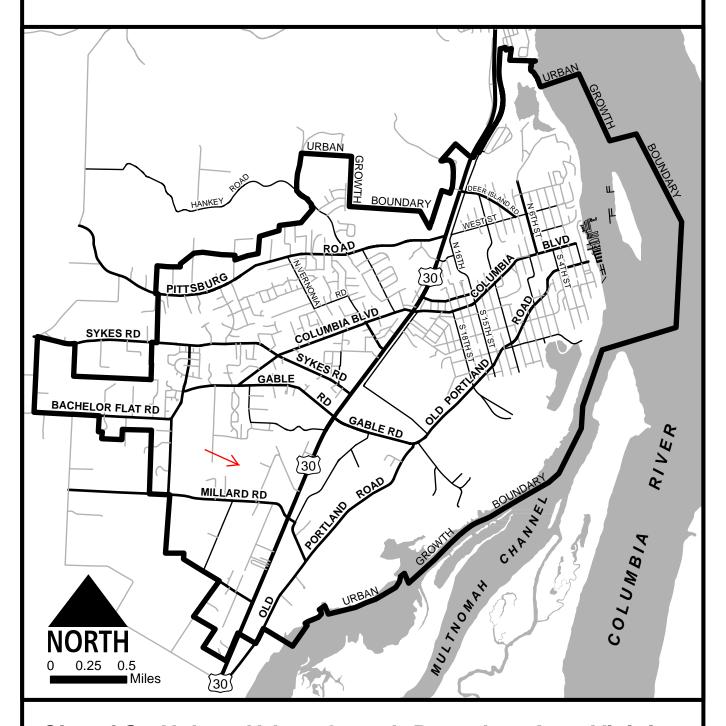
* * *

Attached to this memo are the are presentation slides used at the June 20, 2018 public forum with three additional new slides:

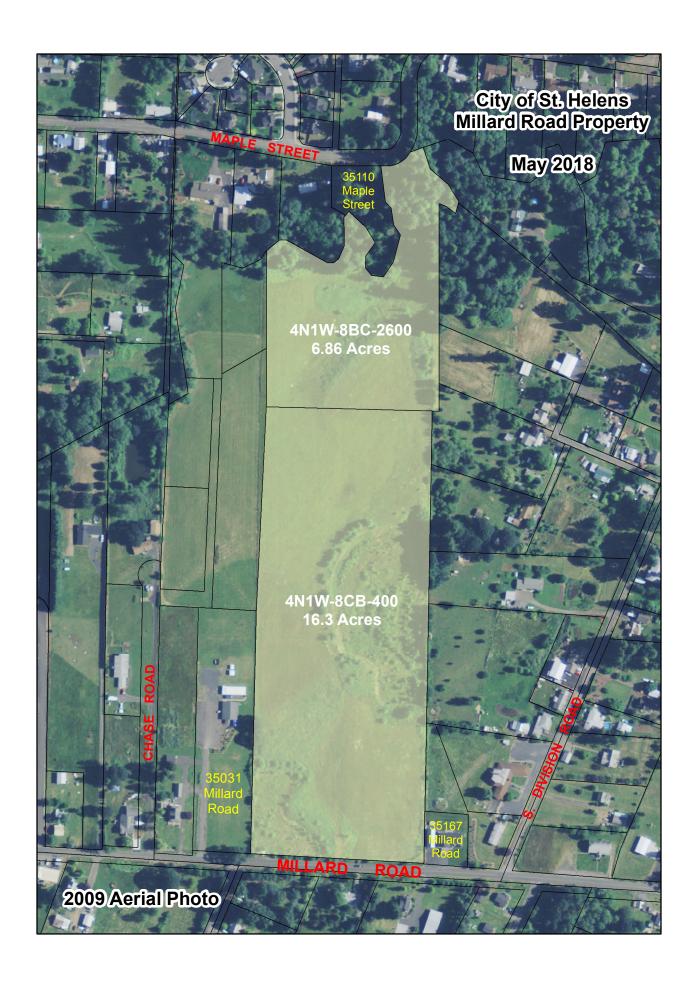
- 1. Page from the Housing Needs Analysis efforts to show housing land needs by density category
- 2. Millard Road Park Master Plan Option 1 (September 2019) larger park area
- 3. Millard Road Park Master Plan Option 2 (September 2019) smaller park area

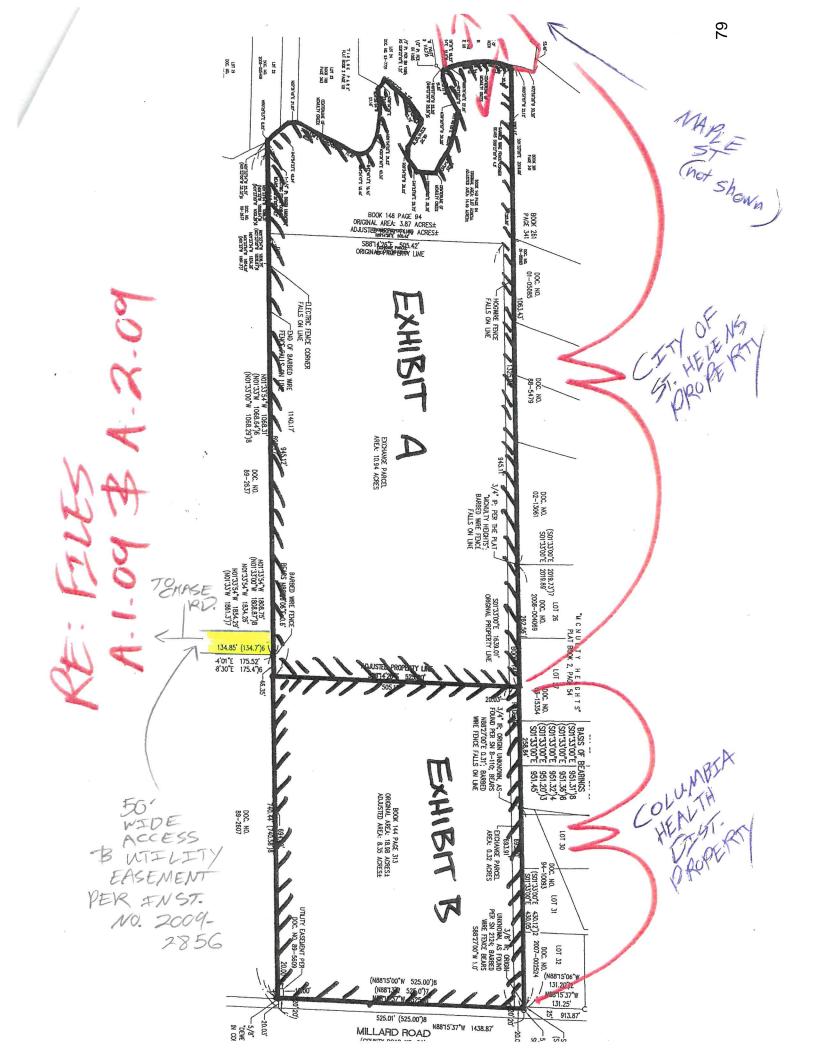
SUBJECT PROPERTY

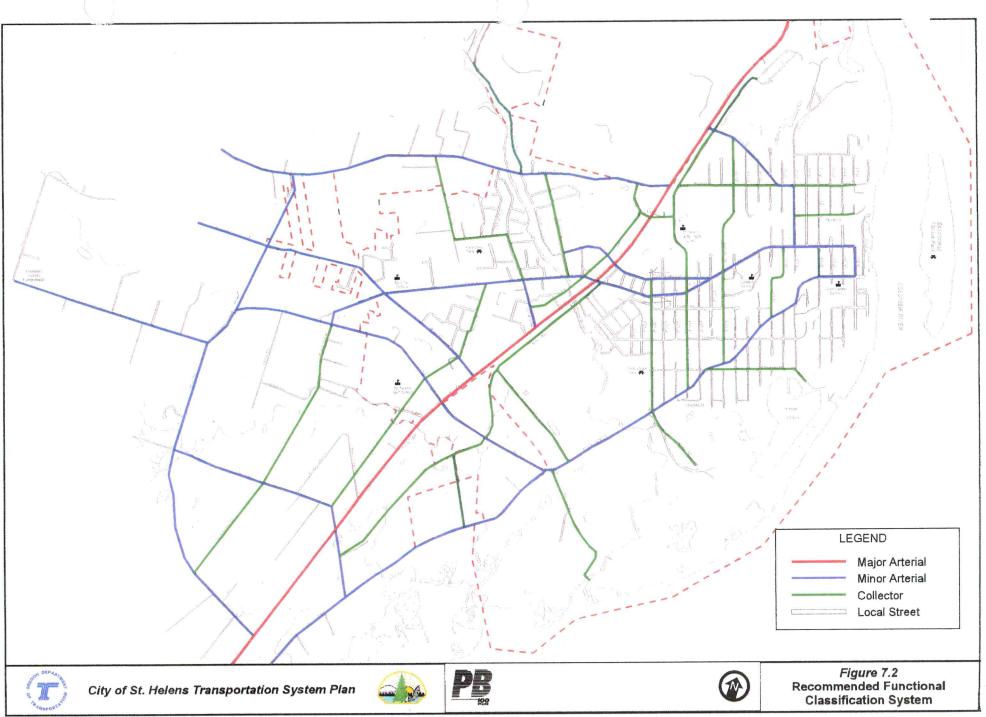
~ Approximate Location ~

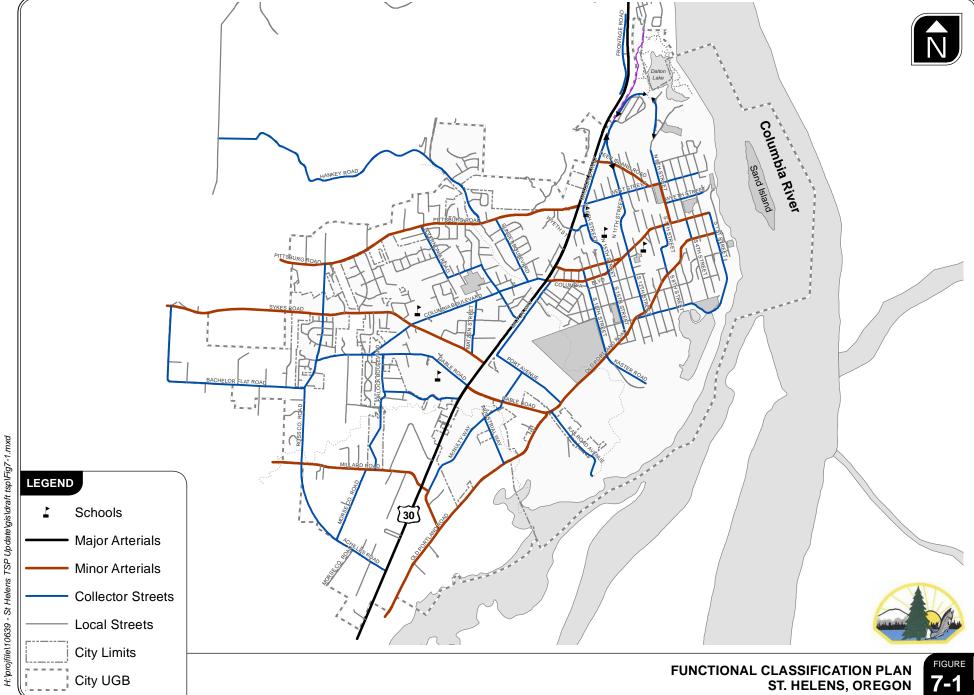


City of St. Helens Urban Growth Boundary Area Vicinity

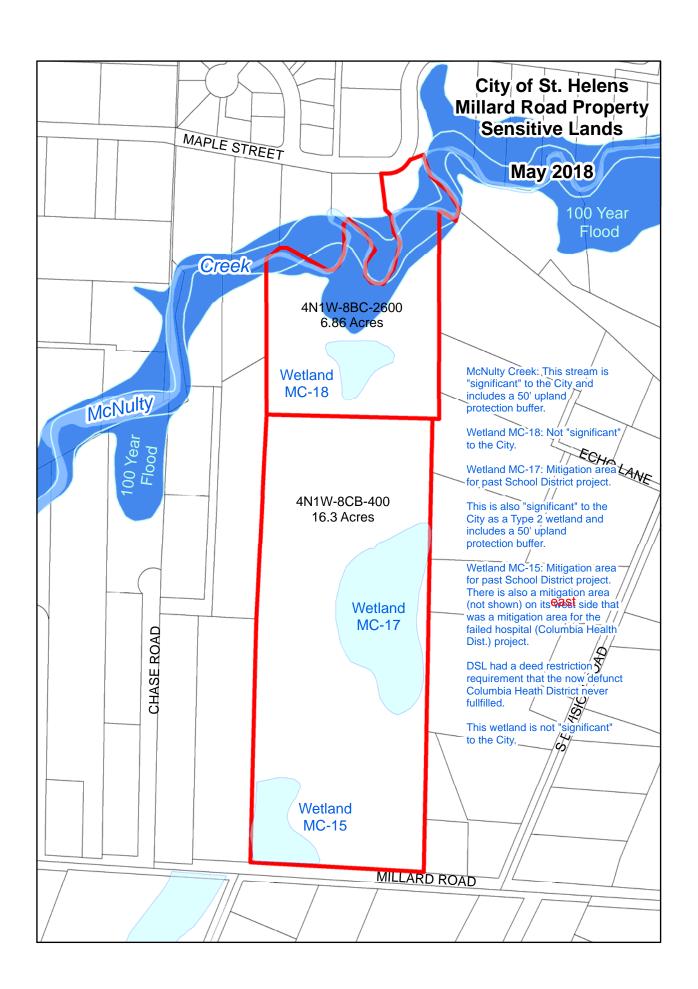


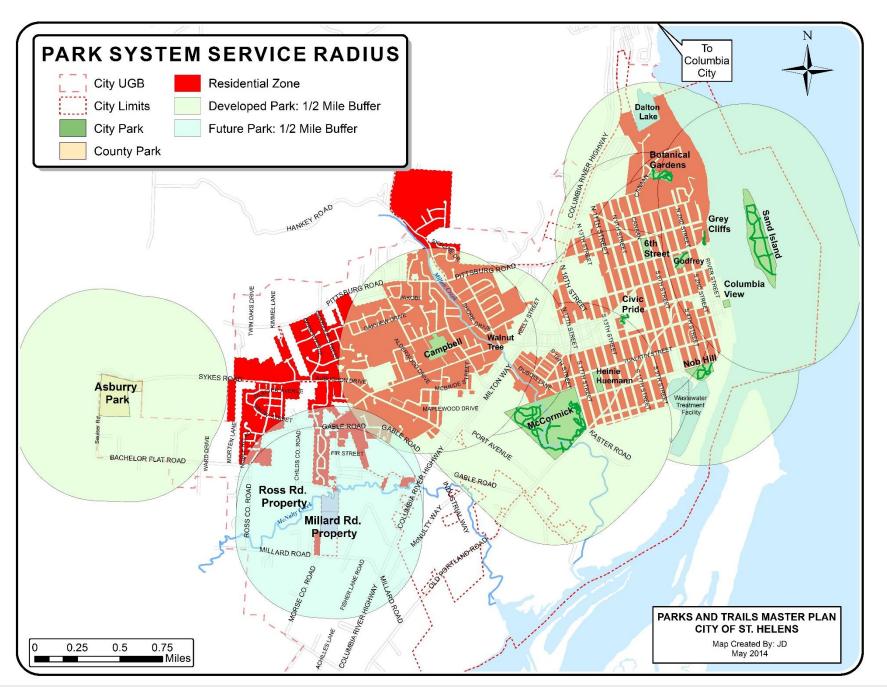


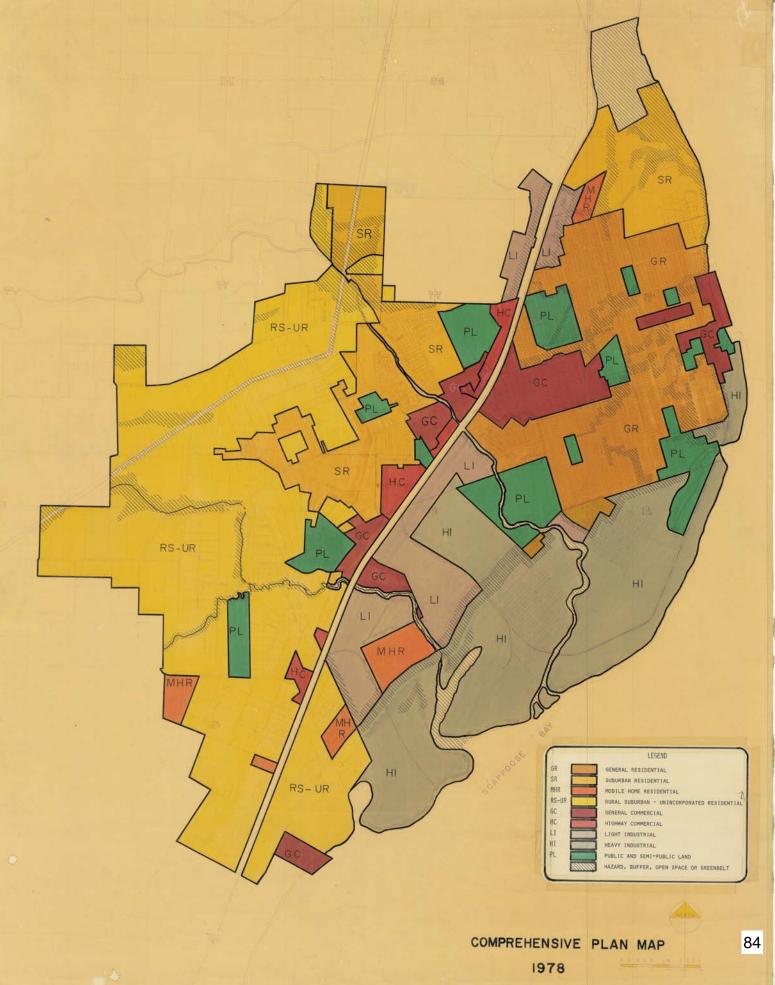




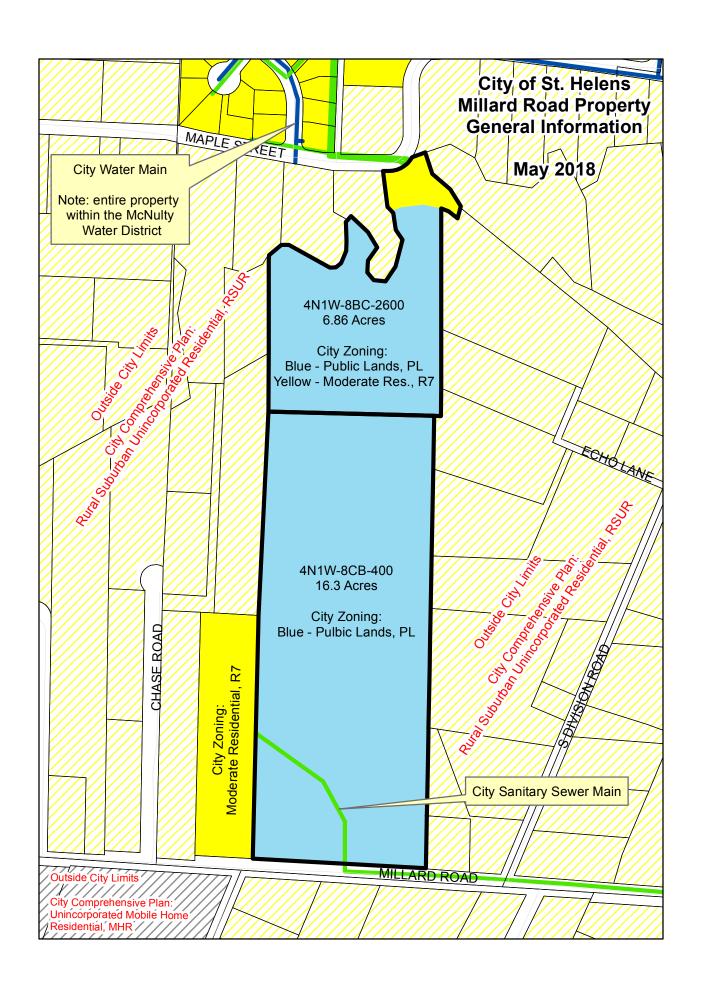
City UGB







& VICINITY



Housing Needs Analysis Need Findings



Discussion: Reconciliation

Land Need (net acres)		
Low Density*	240	
Medium Density**	40	
High Density	24	
Manufactured Home Parks	5	
Total	309	
Buildable Land Inventory (net acres)		
Low Density	532	
Medium Density	93	
High Density	16	
Manufactured Home Parks	45	
Commercial/Mixed Use***	19	
Total	705	
UGB Land Surplus/Deficit (net acres)	\sim	É
Low Density*	293	-
Medium Density**	53	-
High Density	(8)	_
Manufactured Home Parks	40	1
Commercial/Mixed Use	(,19	-
Total	397)
Adequacy of UGB to meet housing need	adequate	

^{*} Includes detached units and mobile homes. ** Includes townhomes, plexes and group quarters.

- Step 1) Convert forecast housing unit growth from Task Two to net land need.
- Step 2) Compare land supply from Task Three to land need.
- Step 3) Determine land surplus or deficit by land use category.
- Conclusion: St. Helens has adequate land across most categories.
- High density residential land deficit could be addressed in commercial/mixed use land surplus.

FCS GROUP Slide 7

Duplexes will need to be permitted in the R7 and R10 zones by June 2021 per Oregon HB 2001 (2019).

Zoning	Detach SFDs	Attached SFDs		1 /		Apartments (3+ units)		RV Parks		Neighborhood Store		Public Parks		Commercial Use		Industrial Use	
R10	P		K	((\(\)		X)	K)	<u> </u>				K		X
R7	P)	K	ا ح	<u> </u>		X)	K	(C		•		K		X
R5	P		P	V	کا	ė	C)	K	(C		•		K		X
AR	P		P		•		P)	K	(C		•		K		X
MU	P		P		•		C	(C)	<	(2		P		X
GC	X)	K		(C	(C)	<	(P		X
LI	X)	K		(X	(<	(C		P

Comp Plan - Suburban Residential (incorporated), SR

- Same as surrounding area.
- Possible zoning districts:
 - o Suburban Residential, R10
 - Moderate Residential, R7
- Pros/Cons: Greatest change of compatibility / tax base and employment lands

Comp Plan - General Residential, GR

- Possible zoning districts:
 - o General Residential, R5
 - o Apartment Residential, AR
- Pros/Cons: Density / compatibility

Comp Plan – General Commercial, GC

- Many zonings possible. Two proposed:
 - o Mixed Use, MU
 - o General Commercial, GC
- Pros/Cons: Tax base/employment lands and greatest flexibility / compatibility

Comp Plan - Light Industrial, LI

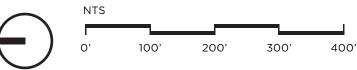
- Zoning: Light Industrial
- Pros Cons: Best tax base and employment lands / compatibility
- However, may want to restrict use (e.g., no mini storage)



- 1 PARALLEL PARKING ON MAPLE ST.
- 2 EXISTING PEDESTRIAN BRIDGE
- 3 PLAYGROUND
- 4 PICNIC SHELTER
- 5 FENCED DOG PARK

- 6 PICNIC AREA (WITH TABLES)
- 7 MULTI-USE FIELD
- 8 BASEBALL FIELD
- 9 RESTROOMS/CONCESSIONS/STORAGE
- 10 FLEX COURT

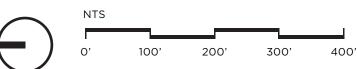
- 11) BOARDWALK WITH WETLAND OVERLOOK
- (12) WETLAND BOUNDARY
- 13 SOFTBALL FIELD
- 14 UNDEVELOPED PARCEL
- 15 ACCESS TO MILLARD RD.





- 1 PARALLEL PARKING ON MAPLE ST.
- 2 EXISTING PEDESTRIAN BRIDGE
- 3 PLAYGROUND
- 4 PICNIC SHELTER
- 5 FENCED DOG PARK

- 6 PICNIC AREA (WITH TABLES)
- 7 RESTROOMS
- **8** FLEX COURT
- 9 OPEN LAWN
- 10 PARKING (20 SPACES, CAN BE EXPANDED)
- 11) BOARDWALK WITH WETLAND OVERLOOK
- (12) WETLAND BOUNDARY
- (13) ACCESS TO MILLARD RD.
- 14 UNDEVELOPED PARCEL





CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: City Council

FROM: Jacob A. Graichen, AICP, City Planner

RE: Easement agreement for Chase Road access for the City's Millard Road Property

DATE: January 3, 2020

Instrument No. 2009-2856 ("easement document") includes utility <u>and</u> access easements for the benefit of the City via Chase Road. The grantor at the time was James and Pam Rensch, and Vera Fix. Today, Pam Rensch has the successor authority for all grantors. Hereinafter, she is referred to as "grantor."

Section 4.a of the easement document states that if the City does not "develop" the City property (remember the City owned the north two-thirds of the Millard Road property at the time, but now owns all of it) within 11 years of the effective date of the easement agreement that the grantors can terminate the access easement. Note that this does not impact the utility easement.

The effective date—see page 1—is March 20, 2009. Thus, the 11 year mark is March 20, 2020.

At the Council's December 4, 2019 work session, staff presented a development concept to the Council to install the road connection between Chase Road and the Millard Road property with a parking and turn around area on the Millard Road property. Note that "development" in the easement agreement is not physical completion of the project, but "an approved application from an applicable government entity…" (see Section 4.a).

Prior to the December 4, 2019 Council meeting, the grantor expressed concerns about this proposal to at least me and the Mayor. Concerns are based around the proposed parking and turn around area being an attraction for nefarious minded people. The grantor has observed nefarious activity in the area over the course of several years. Though Councilor opinions varied, the majority consensus was for staff to explore this more with the grantor.

Given the December 4, 2019 discussion, the Council has at least three options:

- 1. Do nothing. It's possible that after March 20, 2020, the grantor would ask that the access easement be extinguished, which the City would be obligated to do.
- 2. Proceed with a Site Development Review for the access and parking/turn around improvements. If the Council wants to preserve the access easement, this is staff's recommendation, with the additional detail of the parking/turn around area being closed except for authorized vehicles and specific events.
- 3. Negotiate an amendment to the easement document.

I spoke with the grantor in mid-December; she is willing to grant an extension beyond the March 20, 2020 deadline provided:

1. The proposed park boundary is *less* than that shown on the Millard Road Park Master Plan Option 2. This means the boundary would be more northerly than shown on said Option 2. What *less* means is yet to be determined.

Because this may take some time, the grantor said they may be willing to allow a temporary time extension (e.g., 6 months).

2. That the remainder of the Millard Road property (excluding future park area per #1) be developed for detached or attached single-family dwellings, or duplexes only on subdivided lots.

This would mean that the easement could only be used for a subdivision proposal that includes lots restricted as to use.

The City's main tool for use control is zoning. As a reminder, the discussion the Council had on June 5, 2019 would be to go with the MU or R7 zoning district. The MU zone allows many types of uses, whereas the R7 or R10 zone is more restricted and less likely for lots to be used for something other than residential. Although, R7 and R10 does not allow attached single-family dwellings.

So this could be addressed by a restriction that the access easement must be used only as part of a subdivision with lots intended for detached single-family dwellings, attached single-family dwellings or duplexes only.

This one can be complicated for the City to execute as it could be a combination of zoning and deed restrictions. The deed restriction part would have to be part of a purchase and sales agreement or some other action outside of the land use process. Or, the zoning could be limited to R7 or R10 (remember R10 is not recommended by staff).

- 3. That the park have adequate lighting for crime prevention as well as posted hours when the parking is open and closed.
- 4. Given 1-3 above, the time extension would be limited to 2-years, but with the possibility of future extensions.
- 5. The grantor also wanted to point out Section 5.b, where the first developer pay costs for road improvements to Chase Road and the easement area.

I'm not sure how this would manifest itself in a revised easement document. It could stay the same, although, grantor has developed the easement area some already without providing notice to the City per Section 6.a, nor provided notice of completion per Section 6.c.

Notwithstanding this easement agreement, any development has to be evaluated as to required off-site improvements (such as those to Chase Road) and those improvements are supposed to be commensurate with the type and extent of development, which is the case with any land use application for development of property. For example, a permit for a home (58395 Chase Road) built by the grantor included a requirement from the County Road department to widen Chase Road by 4' over a length of the road. Chase Road is narrow and currently not suitable for a high volume of traffic.



The end of Chase Road, looking east through the access easement area to the Millard Road property in the background.

The light colored road improvements is within the easement area and was installed sometime in the second half of 2019.

This was installed by the Grantor (not the City).

Please note that the original purpose of the access easement was to avoid using the property owned by the Columbia Health District at the time (i.e., the approximate 1/3 of the property next to Millard Road).

Since we own the whole property we have control over the provision of access if the City sells any portion (e.g., via a purchase and sales agreement). We also have access leverage given facilities identified on our Transportation Systems Plan, although, using the sales agreement would be the best option from a legal standpoint.

So we don't necessarily need the access easement to Chase Road, but it does provide an option and an addition access point into the development of the Millard Road property.

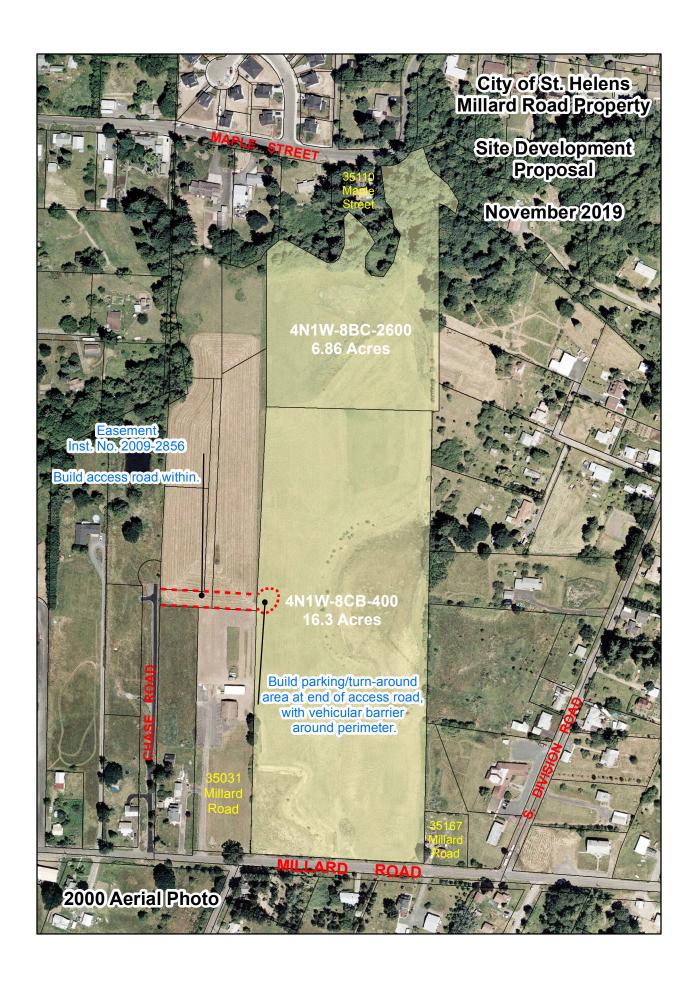
Finally, even if the access easement goes away, the utility easement does not.

Conclusion, if the Council wants the preserve this easement, staff recommends #2 on pg. 1 and as described to the Council at the December 4 work session, with the additional detail that the parking/turn around area remain closed to vehicular use except for authorized vehicles and specific events.

This will require a Site Development Review and maybe working with legal counsel before the physical improvements are put in place to ensure proper execution of the requirements of the easement agreement. And finally, actual installation of the improvements.

Attached:

- Plan for proposed development of Millard Road Property
- Instrument No. 2009-2856 ("easement document")
- Columbia County Road Department permit and plan related to home development on Chase Rd.



COLUMBIA COUNTY, OREGON 2009-002856

Cnt=1 Pgs=27 HUSERB 03/20/2009 02:24:23 PM

\$135.00 \$11.00 \$5.00 \$10.00

Total:\$161.00



I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon certify that the instrument identified herein was recorded in the Clerk

Elizabeth E. Huser - County Clerk

AFTER RECORDING RETURN TO:

Jordan Schrader Ramis PC Two Centerpointe Dr Ste 600 Lake Oswego OR 97035 (49698-36716 – AMJ)

This space is reserved for recorder's use.

ACCESS AND UTILITY EASEMENT

James and Pamela Rensch BETWEEN: (collectively, "Rensch")

City of St. Helens, and: ("City")

an Oregon municipal corporation

and: Vera Fix ("Fix")

March 20, 2009 DATED: ("Effective Date")

RECITALS

- Rensch owns certain real property located in Columbia County, Oregon, described in Exhibit A attached hereto (the "Rensch Property"). The Rensch Property is currently unimproved, but may be developed in the future.
- Fix owns certain real property, located adjacent and to the east of the Rensch Property, described in Exhibit B attached hereto (the "Fix Property"). The Fix Property is currently unimproved, but may be developed in the future.
- C. City owns certain real property, located adjacent and to the east of the Fix Property, described in Exhibit C attached hereto (the "City Property"). The City Property is currently unimproved, but may be developed in the future. The Fix Property, the Rensch Property and the City Property may be referred to herein, collectively or individually, as the "Property" or the "Properties".

D. Rensch, Fix and City may each be referred to herein as a "Party", or collectively as the "Parties". The Parties desire to grant various access and utility easements across their Properties for the benefit of one or more other Parties, on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easements over Rensch Property.

- (a) <u>Public Utilities</u>. Rensch hereby grants to City, for the use and benefit of the public, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across that portion of the Rensch Property described and shown in <u>Exhibit D</u> attached hereto (the "Rensch Easement Area") for underground utilities. This easement is granted subject to all existing encumbrances of record.
- (b) <u>Private Access</u>. Rensch hereby grants to Fix and City, and their successors and assigns, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across the Rensch Easement Area for the purposes of (i) vehicular and pedestrian access to the Fix Property and the City Property, and (ii) the exercise of self-help rights as set forth in Section 7(d) below. This easement is granted subject to all existing encumbrances of record.

2. Grant of Easements over Fix Property.

- (a) <u>Public Utilities</u>. Fix hereby grants to City, for the use and benefit of the public, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across that portion of the Fix Property shown in <u>Exhibit E</u> attached hereto (the "Fix Easement Area") for underground utilities. This easement is granted subject to all existing encumbrances of record.
- (b) <u>Private Access</u>. Fix hereby grants to City, and its successors and assigns, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across the Fix Easement Area for the purposes of (i) public vehicular and pedestrian access to the City Property, and (ii) the exercise of self-help rights as set forth in Section 7(d) below. This easement is granted subject to all existing encumbrances of record.
- 3. <u>Grant of Easement over City Property</u>. City hereby grants to the public a ten (10)-foot wide perpetual, nonexclusive easement over, under and across that portion of the City Property described and shown in <u>Exhibit F</u> attached hereto (the "City Easement Area"), for the purpose of installing, operating and maintaining public utility facilities. This easement is granted subject to all existing encumbrances of record. The Rensch Easement Area, the

Fix Easement Area and the City Easement Area may be referred to herein collectively as the "Easement Areas".

4. <u>Development Contingency</u>.

- (a) Private Access Easements. If City does not Develop (as hereinafter defined) the City Property within eleven (11) years after the Effective Date, Fix or Rensch may terminate all private access easements granted to City in this Agreement by sending a written request for termination to all other Parties. Within thirty (30) days following receipt of such request, all Parties shall execute and record in the official records of Columbia County, Oregon, a memorandum stating such termination, and upon such recording, the City's access easements shall terminate. For purposes of this Agreement, the terms "Develop" or "Development" mean an approved application from an applicable governmental entity which includes construction of infrastructure or other improvements on the Property. The terms "Develop" or "Development" expressly exclude clearing or grading work by Rensch on the Rensch Property to allow or improve access to Chase Road, provided that the type and intensity of the use of the Rensch Property does not change from the use on the Effective Date.
- (b) <u>Dedication</u>. Upon Development by City of its Property, Fix and Rensch shall execute and deliver to City, in a form reasonably acceptable to City, dedication deeds for the purpose of dedicating the private access easements granted in Sections 1(b) and 2(b) above to the use and benefit of the public.
- between the Columbia Health District ("CHD") and City, CHD has agreed to construct certain sanitary sewer facilities (the "CHD Facilities") on its property prior to receiving a certificate of occupancy for the hospital facility it also intends to construct on its property. If CHD has not completed the CHD Facilities on or before December 31, 2010, Fix or Rensch may terminate all easements, both public and private, granted to City in this Agreement by sending a written request for termination to all other Parties. Within thirty (30) days following receipt of such request, all Parties shall execute and record in the official records of Columbia County, Oregon, a memorandum confirming the termination of the private easements, and upon such recording, the City's private easements shall terminate. Also within thirty (30) days following receipt of such request, the City shall initiate the process to vacate the public easements granted in this Agreement. Notwithstanding the foregoing, however, no party may request termination under this Section 4(c) if Development has commenced on any Property.

5. Right to Construct; Costs.

(a) <u>Right to Construct</u>. Each Party shall have the right to construct roadway improvements and/or install utilities, as applicable, within the Easement Areas on the other Parties' Properties as necessary for its Development, according to the terms and conditions

set forth in this Agreement; provided, however, that no roadway improvements shall be constructed within the City Easement Area.

(b) First Developer Pays Costs. Subject to Chapter 12.28 of the St. Helens Municipal Code, the Party who Develops its Property first (the "First Developer") shall pay all costs of constructing roadway improvements and installing utilities in the Easement Area on its Property and within the other Easement Areas, as well as the costs of any improvements to Chase Road necessary for First Developer's Development. Such roadway improvements and utilities shall be built and installed to the standards required by any applicable development approvals and Laws (as defined in Section 6(c) below). First Developer shall construct and install roadway improvements and utility facilities so that a Party who subsequently Develops its Property can reasonably connect to such improvements or facilities. Subject to Chapter 12.28 of the St. Helens Municipal Code, each Party who subsequently Develops its Property shall pay all costs of constructing roadway improvements and installing utilities in connection with its Development (including costs related to Chase Road), other than those costs for which First Developer is responsible pursuant to this Agreement.

6. Construction Standards.

- (a) <u>Plans</u>. At least thirty (30) days prior to the commencement of construction, including without limitation, any grading or clearing work ("Commencement of Construction") within any Easement Area, the developing Party (the "Developing Party"), at its sole cost and expense, shall provide to the other Parties a complete and full-sized copy of the engineering plans and specifications (the "Plans") for all roadway improvements and utilities to be constructed within any Easement Area. The improvements, including without limitation any utilities, described in the Plans shall be referred to herein as the "Improvements".
- (b) <u>Permits</u>. Developing Party shall be responsible, at its sole cost and expense, for any and all permits ("Permits") required in connection with the Improvements. Prior to the Commencement of Construction, Developing Party shall provide a copy of all Permits to the other Parties.
- Construction. Following Commencement of Construction, Developing Party shall diligently pursue construction of the Improvements and complete construction within twelve (12) months thereafter. The Improvements must be completed substantially in accordance with the Plans. Concurrent with the completion of construction of the Improvements, Developing Party shall deliver written notice of completion ("Notice of Completion") to the other Parties. Within thirty (30) days after written request from another Party, Developing Party shall cause its project engineer to execute and deliver a certificate to such other Party, in a form reasonably acceptable to such Party, stating that the Improvements have been completed substantially in accordance with the Plans and in accordance with all applicable laws, codes, regulations, restrictions, approvals, rules and ordinances, including without limitation Title 18 of the St. Helens Municipal Code

(collectively, "Laws"). Developing Party shall perform all construction work (i) so as not to unreasonably interfere with the use, access, occupancy or enjoyment of the other Properties, (ii) in a good and workmanlike manner, and (iii) in accordance with the Plans and all applicable Laws.

- (d) Mechanic's Liens. Developing Party shall not permit any claim, lien or other encumbrance arising from its activities performed pursuant to this Agreement to accrue against or attach to the other Properties. If, however, any such lien does so attach, Developing Party shall cause such lien to be released or bonded within twenty (20) days after receiving actual notice thereof. Developing Party agrees to indemnify and hold harmless the other Parties from any and all liability or damages (including reasonable attorneys' fees) which such other Parties may suffer as a result of claims, demands, costs, liens, judgments or awards, including mechanic's or materialman's liens, against such Party or such Party's Property arising out of or as a result of the use by Developing Party of the easements granted herein, Developing Party's activities performed by it or on its behalf pursuant to this Agreement, or any breach by Developing Party of the terms of this Agreement. The obligations of Developing Party set forth in this paragraph shall survive any termination of this Agreement.
- (e) <u>Insurance</u>. From the time period commencing upon the Commencement of Construction and continuing until the completion of construction, Developing Party shall, at its sole cost and expense, maintain the insurance coverages set forth in <u>Exhibit G</u> attached hereto. Prior to Commencement of Construction, and thereafter upon reasonable request, Developing Party shall provide evidence of such insurance coverage to the other Parties in a form reasonably acceptable to such Parties. Following receipt of Notice of Completion, each Party on whose Property Improvements are located and the Developing Party shall maintain, at its sole cost and expense, the liability insurance set forth in <u>Exhibit H</u> attached hereto and, upon reasonable request, shall provide evidence of such coverage in a form reasonably acceptable to the requesting Party.
- (f) Temporary Construction Easement. Each Party hereby grants to Developing Party a temporary, nonexclusive easement ten (10) feet in width on the north side of its Easement Area, and ten (10) feet in width along the east side of its Easement Area with respect to the City Property, for the sole purpose of constructing the Improvements (the "Construction Easement"). The Construction Easement shall commence upon Commencement of Construction on such Party's Property, and shall automatically terminate upon completion of construction, or twelve (12) months after the Commencement of Construction, whichever date is the first to occur. Prior to the termination of the Construction Easement, Developing Party, at its sole cost and expense, shall promptly restore any portion of the other Party's Property disturbed by the construction work.
- (g) <u>Impact Fees</u>. Developing Party shall be responsible for all impact fees, system development charges or other fees and charges related to its construction of

Improvements or any improvements required by any governmental authority in connection with its Improvements or the Development of its Property.

(h) Warranty. Developing Party, with respect to the Improvements it constructs, hereby warrants and agrees to repair, at its sole cost and expense, (i) any defects in the construction of the Improvements and (ii) any construction of the Improvements which was not made in compliance with any Permits or Laws; provided, however, that such defect or noncompliance was discovered within a period of one (1) year following completion of construction. The obligations set forth in this paragraph shall survive any termination of this Agreement.

7. Maintenance.

- (a) Roadway. Following completion of construction of roadway Improvements on its Property, such Party shall, at its sole cost and expense, maintain such Improvements and keep the roadway clean and free from trash and obstructions that would impair access to another Party's Property. Such maintenance obligations shall include snow and ice removal, pavement repair, and repaving as needed to keep such Improvements in good and usable condition and in accordance with all applicable Laws. Maintenance work shall be coordinated with the other Parties so as to (i) minimize interference with the use of the other Properties, and (ii) provide continuous access to the other Properties.
- (b) <u>Utilities</u>. Subject to Section 6(h) above, following completion of construction of utility Improvements and acceptance thereof by City, City shall own, and shall be responsible for, at its sole cost and expense, the operation, maintenance, repair and replacement of such Improvements.
- (c) <u>Obstructions</u>. Following completion of construction, the roadway shall be available for use on a twenty-four (24) hour a day basis and may not be closed or barriers placed to restrict its full usage by any Party or the public, as applicable.
- (d) <u>Self-Help</u>. If a Party fails to comply with its maintenance obligations set forth in Section 7(a) within thirty (30) days following written notice, any other Party may, in addition to all other available remedies, perform such maintenance on behalf of such non-performing Party, and the non-performing Party shall reimburse the performing Party for all costs incurred in connection with such maintenance within ten (10) days following written demand therefor.
- 8. <u>Taxes</u>. Each Party shall each pay any real property tax assessed against its Property.

9. Remedies.

(a) <u>Default</u>. A Party shall be in default under this Agreement if such Party fails to perform any of its obligations within thirty (30) days following written notice of such failure from another Party. In the event of such default, the non-defaulting Parties shall be

entitled to pursue any remedy available under this Agreement and at law or in equity. Such remedies shall be cumulative and not exclusive. If there is any dispute as to whether a default has occurred, such dispute shall be submitted to mediation as set forth in Section 9(b) below.

- (b) <u>Mediation</u>: Arbitration. In the event any dispute arises out of or in connection with this Agreement, the Parties shall submit such dispute to mediation. If the Parties cannot mutually and reasonably agree upon a mediator within fourteen (14) days following a Party's request therefor, any Party may apply to the presiding judge of the Columbia County Circuit Court to appoint a mediator. Mediation shall be non-binding upon the Parties unless an agreement is memorialized and signed by the Parties. The Parties shall share the mediator's fee equally. Each Party shall bear its own costs and attorneys' fees, if any, associated with the mediation. The mediation shall be conducted at a location mutually and reasonably agreed to by the Parties. In the event mediation is unsuccessful, a Party may initiate binding arbitration proceedings with Arbitration Services of Portland, Inc. ("ASP"), and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall be selected by mutual agreement of the Parties, if possible. If the Parties fail to reach agreement upon an arbitrator within ten (10) days following receipt of any Party's notice of its desire to arbitrate, the arbitrator shall be selected in accordance with ASP procedures. The arbitration shall be governed by ASP rules and the arbitrator's decision and award shall be final and binding on the Parties who hereby waive any appeal rights that may be available under law. The Parties shall share the arbitrator's fee equally.
- 10. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, successor and assigns. If any Property is subdivided or partitioned, this Agreement shall continue to apply to all such subdivisions or partitions.
- Notice. Any notice, demand, approval, consent, or other communication required 11. or otherwise given under this Agreement shall be given in writing to all Parties and shall be delivered by facsimile with confirmation thereof, by nationally-recognized overnight delivery service, or by certified mail-return receipt requested, with all necessary postage or other delivery charges prepaid, to the Parties at their respective addresses shown below: James E. and Fam Lensch 135024 Maple Street St. Helens, Oregon 97051

To Rensch:

Fax: 503-397-3722

To Fix:

Una Tix 35266 NazelSt St. Helens, Or 97051

Fax: 710re

With a copy to:

Robert P. VanNatta VanNatta Petersen

222 S 1st St

St Helens OR 97051 Fax: (503) 397-6582

To City:

Attn: City Administrator

City of St. Helens

PO Box 278

St. Helens OR 97051 Fax: (503) 397-4016

With a copy to:

E. Andrew Jordan

Jordan Schrader PC

Two Centerpointe Dr 6th Fl Lake Oswego OR 97035 Fax: (503) 598-7373

Any notice, demand, approval, consent, or other communication given by facsimile or overnight delivery shall be deemed to have been given on the date delivered; any notice, demand, approval, consent, or other communication given by mail shall be deemed to have been given when two (2) days have elapsed from the date it was sent by certified United States mail, return receipt requested, postage prepaid, addressed to the Party to be served at said address or at such other address of which that Party may have given notice under the provisions of this Section 11. The Parties may change their addresses for notice by following the process set forth in this Section 11.

- 12. Attorneys' Fees. If any suit, action, arbitration or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses and all other fees and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or arbitrator or at any appeal or review, in addition to all other amounts provided by law.
- 13. <u>Severability</u>. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision

hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- 14. <u>Waiver</u>. Failure of a Party at any time to require performance of any provision of this Agreement shall not limit such Party's future right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach.
- 15. <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- 16. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals.
- 17. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between them with respect to such subject matter.
- 18. <u>Disclaimer of Relationship</u>. This Agreement is for the express purposes described above. Nothing in this Agreement shall constitute or indicate any partnership, joint venture or any other business relationship between the Parties.
- 19. <u>Lender Consent</u>. This Agreement shall not be effective until the beneficiaries of any deeds of trust encumbering any Property on the Effective Date have executed and recorded in the real property records of Columbia County, Oregon, a consent and subordination to this Agreement.
- 20. <u>Joint and Several</u>. If any Party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Access and Utility Easement to be effective as of the Effective Date.

RENSCH

James Rensch

Pamela Rensch

CITY

CITY OF ST. HELENS, an Oregon

municipal corporation

Name: KA

Title:

FIX

Vera Fix

Exhibit A – Rensch Property Description

Exhibit B – Fix Property Description

Exhibit C - City Property Description

Exhibit D - Rensch Easement Area Description

Exhibit E – Fix Easement Area

Exhibit F - City Easement Area

Exhibit G - Construction Insurance

Exhibit H - Liability Insurance

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF OREGON) ss. County of Columbia) ss.	
This Access and Utility Easement v March 18, 2009, by James Rer	was acknowledged before me on asch and Pamela Rensch.
OFFICIAL SEAL ALICE M BUSS NOTARY PUBLIC-OREGON COMMISSION NO. 395415 MY COMMISSION EXPIRES JULY 28, 2009	NOTARY PUBLIC FOR OREGON My Commission Expires: July 28, 2007
STATE OF OREGON) ss. County of Columbia ss.	
This Access and Utility Easement v March 18, 2009, by Vera Fix.	vas acknowledged before me on
OFFICIAL SEAL ALICE M BUSS NOTARY PUBLIC-OREGON COMMISSION NO. 395415 MY COMMISSION EXPIRES JULY 28, 2009	NOTARY PUBLIC FOR OREGON My Commission Expires: July 28, 2009
STATE OF OREGON) County of Columbia) ss.	
This Access and Utility Easement w March 18, 2009, by Landyly of St. Helens.	Pas acknowledged before me on August of the City
OFFICIAL SEAL ALICE M BUSS NOTARY PUBLIC-OREGON COMMISSION NO. 395415 MY COMMISSION EXPIRES JULY 28, 2009	NOTARY PUBLIC FOR OREGON My Commission Expires: 428, 2009

EXHIBIT A

(Rensch Property Description)

EXHIBIT A
PAGE OF A

The following described real property, situated in Columbia County, Oregon:

Beginning at a point that is North 88 degrees 15' West, 1638.50 feet and North 1 degree 33' West, 1582.20 feet from the Northwest corner of the Posey Williams Donation Land Claim in Section 8. Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon; thence North 1 degree 33' West, a distance of 279.10 feet to the center of McNulty Creek; thence up the center of said McNulty Creek South 62 degrees 04' West, a distance of 79.60 feet; thence North 76 degrees 56' West, a distance of 65.45 feet to the true Point of Beginning of the parcel herein described; thence South 1 degree 33' East, a distance of 1077.72 feet to a point on the Easterly extension of the North line of the Richard McCullah tract, as described in Deed Book 249 at page 385; thence North 39 degrees 48' 30" West along said line and said North line, a distance of 157.70 feet to the Northwest corner of said McCullah tract; thence North 1 degree 33' West along the West line of the International Church of the Foursquare Gospel tract, as described in Deed Book 210 at page 829, a distance of 643.57 feet; thence North 58 degrees 24' East, a distance of 63.19 feet to the center of McNulty Creek; thence down the center of said McKulty Creek North 10 degrees 13' West, a distance of 143.54 feet; thence North 9 degrees 59' East, a distance of 133.90 feet; thence North 9 degrees 56' East, a distance of 97.70 feet; thence North 80 degrees 56' East, a distance of 19.45 feet to the true plint of beginning.

EXHIBIT B

(Fix Property Description)

EXHIBIT	B
PAGE	OF

Columbia County, Oregon to-wit:

Beginning at a point that is North 88 degrees 15' West, 1638.50 feet and North 1 degree 33' West, 1582.20 feet from the Northwest corner of the Posey Williams Donation Land Claim in Section 8, Township 4 North, Range 1 West, Williamette Meridian. Columbia County, Oregon; thence North 1 degree 33' West, a distance of 279.10 feet to the center of McNulty Creek; thence up the center of said McNulty Creek South 62 degrees 64' West, a distance of 79.60 feet; thence North 76 degrees 56' West, a distance of 65.45 feet; thence leaving said Creek South 1 degree 33' East, a distance of 1077.72 feet to a point on the Easterly extension of the North line of the Richard McCullah Tract, as 48' 30" East along said line a distance of 134.70 feet to the East line of the International Church of the Foursquare Gospel tract, as described in Deed Book 210 at page 829; thence North 1 degree 33' West along said East line a distance of 821.57 feet to the point of beginning.

EXHIBIT C

(City Property Description)

engineering planning forestry

13910 S.W. Galbreath Dr., Suite 100 Sherwood, Oregon 97140 Phone: (503) 925-8799 Fax: (503) 925-8969



LANDSCAPE ARCHITECTURE SURVEYING

Offices Located In: SHERWOOD, OREGON REDMOND, OREGON VANCOUVER, WASHINGTON WYWARE-EUR.COM

EXHIBIT C

Legal Description of a Portion of Deed Book 144 Page 313 Being Transferred to Deed Book 148 Page 94

A portion of the John McNulty Donation Land Claim No. 50, located in the Northwest One-Quarter and in the Southwest One-Quarter of Section 8, Township 4 North, Range 1 West, Willamette Mendian, Columbia County, Oregon and being more particularly described as follows:

Beginning at the northeast corner of Lot 23 of "Firlok Park", being a 1 inch iron pipe on the southerly right-of-way line of Maple Street (25.00 feet from centerline), thence along said southerly right-of-way line North 88°06'31" East 149.48 feet to a point from which a 1-1/2 inch iron pipe bears South 09°22'10" Bast 1.21 feet; thence along the westerly line of Book 148 Page 96 South 09°22'10" East 110.07 feet to a 1/2 inch iron pipe; thence along the southwesterly line of said Book 148 Page 96 South 46°07'00" East 25.20 feet to a point in the center of McNulty Creek; thence along the center of said creek along the following courses: North 11°15'12" West 7.92 feet; North 65°31'40" East 27.61 feet; North 81°05'05" East 67.62 feet; South 80°37'07" East 53.35 feet to the northeast corner of Deed Book 148 Page 94 from which a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." bears South 01°33'00" East 20.00 feet; thence along the east line of said Deed South 01°33'00" East 1325.99 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence leaving the east line of said Deed North 88°14'26" West 20.03 feet to a point on the east line of Book 144 Page 313 and the True Point of Beginning; thence North 88°14'26" West 505.17 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the west line of said Book 144 Page 313; thence along the west line of said Book 144 Page 313 North 01°33'54" West 945.12 feet to a point; thence along the north line of Book 144 Page 313 South 88°14'26" East 505.42 feet to a point; thence along the east line of Book 144 Page 313 South 01°33'00" East 945.11 feet to the True Point of Beginning.

The above described tract of land contains 10.94 acres, more or less. The Basis of Bearings is per Columbia County Survey Number 4882.

AUG 2 1 2008
LAND DEVELOPMENT SERVICES

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JAN. 8, 2007
HICA WHITE
POSSZIS
RENEWAL DATE: 6-50-10-

EXHIBIT C PAGE 1 OF 2

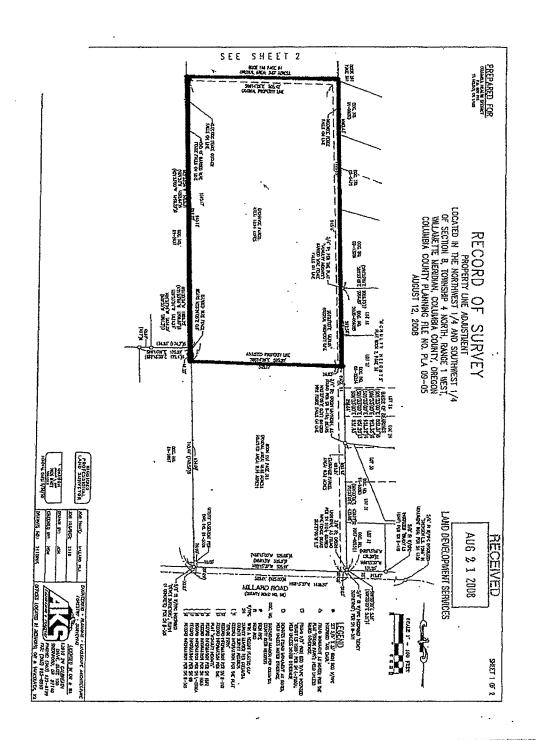


EXHIBIT D
PAGE 1 OF 2

EXHIBIT D

(Rensch Easement Area Description)

The South 50 feet of Parcel 1 (described below):

PARCEL 1: Beginning at a point that is North 88 degrees 15' West, 1638.50 feet and North 1 degree 33' West, 1582.20 feet from the Northwest corner of the Posey Williams Donation Land Claim in Section 8, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon: thence North 1 degree 33' West, a distance of 279.10 feet to the center of McNulty Creek; thence up the center of said McNulty Creek South 62 degrees 04' West, a distance of 79.60 feet; thence North 76 degrees 56' West, a distance of 65.45 feet; thence leaving said Creek South 1 degree 33' East, a distance of 1077.72 feet to a point on the Easterly extension of the North line of the Richard McCullah Tract, as described in Deed Book 249 at page 385; thence South 89 degrees 48' 30" East along said line a distance of 134.70 feet to the East line of the International Church of the Foursquare Gospel tract, as described in Deed Book 210 at page 829; thence North 1 degree 33' West along said East line a distance of 821.57 feet to the point of beginning.

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EXHIBIT D
PAGE 2 OF 2

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***************************************		UNICKOM				OVOJI ASVAJO

EXHIBIT E
PAGE 1 OF 2

EXHIBIT E

(Fix Easement Area Description)

The South 50 feet of Parcel 1 (described below):

PARCEL 1: Beginning at a point that is North 88 degrees 15' West, 1638.50 feet and North 1 degree 33' West, 1582.20 feet from the Northwest commer of the Posey Williams Donation Land Claim in Section 8. Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon; thence North 1 degree 33' West, a distance of 279.10 feet to the center of McNulty Creek; thence up the center of smid McNulty Creek South 62 degrees 04' West, a distance of 79.50 feet; thence North 76 degrees 56' West, a distance of 65.45 feet to the true Point of Beginning of the parcel herein described; thence South 1 degree 33' East, a distance of 1077,72 feet to a point on the Easterly extension of the North line of the Richard McCullah tract, as described in Deed Book 249 at page 385; thence North 89 degrees 48' 30" West along said line and said North line, a distance of 157.70 feet to the Northwest corner of said McCullah tract; thence North 1 degree 33' West (Long the West line of the International Church of the Foursquar! Gospel tract, as described in Deed Book 210 at page 829, a distance of 643.57 feet; thence North 58 degrees 24' East, a distance of 63.19 feet to the center of McNulty Creek; thence down the wenter of said McNulty Creek North 10 degrees 13' West, a distance of 143.54 feet; thence North 10 degrees 15' West a distance of 128.10 feet; thence North 9 degrees 59' East, a distance of 133.90 feet; thence North 80 degrees 56' East, a distance of 97.70 feet; thence South 76 degrees 56' East, a distance of 19.45 feet to the true print of beginning.

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		EXHIBIT E St Names (w/ errors) CSH UGB Tax_Lots_(12.4.08)	EXHIBIT E	<u></u>	1 in. = 97.2 feet	
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EXHIBIT F

(City Easement Area Description)

BEGINNING AT THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN EXHIBIT C OF THIS DOCUMENT, AND PROCEEDING NORTH ALONG THE WEST PROPERTY LINE APPROXIMATELY 96 FEET FOR A WIDTH OF 10 FEET ON THE EAST SIDE OF THE PROPERTY LINE.

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	St Names (w/ errors) St Names (w/ errors) CSH UGB Tax_Lots_(12,4.08)	EXHIBITF PAGE _Q_ OF_	2	1 in. = 97.2 feet	
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	FIX PROPERTY	SEWER	СНИКСН РROPERTY		
	RENSCH	SEMEROVING			олоя яблно
		Sign			

EXHIBIT G

(Construction Insurance)

FXHIBIT	G
PAGE	L OF

To: Insurance Agent. Please provide Certificates of Insurance to the project manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal. Insurance shall be without prejudice to coverage otherwise existing. During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractor and any subcontractors, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

Commercial General Liability insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 or \$3,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards. Aggregate limits shall apply on a per-project basis.

CAPE	USION MEETING. THE	8,45	no timino orace apply	F E3	• •
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			(Mayor signat	are required)	Mayor
than	■ \$1,000,000 or	Q \$3	,000,000 for each accide	nt for Bodi	single limit, or the equivalent of not less ly Injury and Property Damage, including no" coverage shall be designated.
# R	equired by City		Not required by City	By:	P.M
			(Mayor signat	nto rédnited)	Mayor

☐ Builders Risk (Check here if required) insurance during construction to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

The Contractor shall defend, indemnify, and hold hamless, the Owner and the Owner's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT C

EXHIBIT H

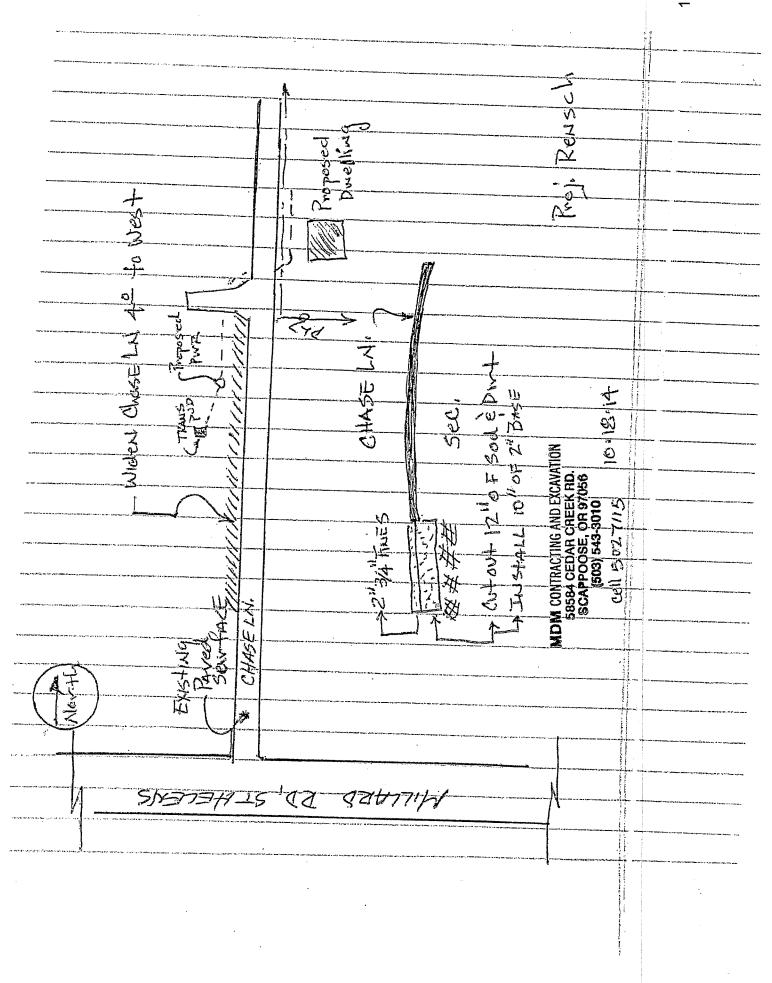
(Liability Insurance)

Commercial general liability insurance, with limits, coverages and risks insured reasonably acceptable to the Parties, and in no event less than \$1,000,000 combined single limit coverage, naming the other Parties as additional insureds.

COLUMBIA COUNTY ROAD DEPARTMENT

PUBLIC ROAD APPLICATION AND CONSTRUCTION PERMIT

COUNTY ROADMASTER	N
1054 OREGON ST.	PERMIT NO. 15-3471
ST. HELENS, OR 97051	DICTRICOM
PHONE: 503-397-5090 FAX: 503-397-7215	DISTRICT
APPLICANTS NAME AND MAILING ADDRESS:	CONTRACTOR NAME AND ADDRESS: (IF DIFFERENT)
Same fund	200 DO TO TO THE PERENT)
STUTIO AUNICA	MOIN Contracting Expavation
35024 Maple Street	58 584 Cedas Crash Porch
St Helens Or 97051	Scappover, Or 97056
PHONE: 730-0684 FAX: 503-397-372	2PHONE, 502-715 FAX.
· •	C D C C C C C C C C C C C C C C C C C C
SIGNATURE OF CONTRACTOR/APPLICANT:	
PERMISSION TO PERFORM CERTAIN OPERATIONS LIPON THE	OF COMMISSIONERS THROUGH THE ROAD DEPARTMENT FOR BRIGHT-OF-WAY OF A COUNTY ROAD OR PUBLIC ROAD UNDER
COUNTY JURISDICTION AS SHOWN ON THE MAP OR PLAN A HEREOF.	TTACHED HERETO AND BY THIS REFERENCE MADE: A DURE
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Construct a public or County Road.	
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Distance from travel edge of road () -4	bent zer A.
Buried pipe or cable depth	
Method of installation: Trench Plow Bore	
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THIS APPLICATION IS CORRECT AND ACREES TO	2101 HT-165 THA-LALL-INFORMATION-SLIPPI IED ON
AND REGULATIONS WITH REGARD TO PERFORMANCE UNDER T	CAPPLICABLE FEDERAL, STATE AND COUNTY LAWS, RULES
0 00	
APPROVED BY: Challes	
DATE: 90/23/14	
BOND REQ'D PRIOR TO CONSTRUCTION: D YES	× NO
NOTE: CALL ROAD DEPT. AT LEAST 12 HOURS BEFORE COMME.	NCING WORK CORY OF THE
- July Commits	COMPLETE TO BE KEPT AT JOB SITE.





Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

Subject: Administration & Community Development Dept. Report

Date: January 15, 2020

Planning Division Report attached.

Business Licenses Report attached.

Suggestion Box Report attached.

City Council Queue attached.

CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



To: City Council Date: 12.31.2019

From: Jacob A. Graichen, AICP, City Planner

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—PREAPPLICATIONS MEETINGS

Conducted a pre-application meeting for a potential subdivision located off of Hankey Road.

PLANNING ADMINISTRATION—MISC.

Continued to work on the updates to the floodplain development rules based on the Community Assistance Visits (CAV) mentioned last month. Also, worked on, completed, and sent to DLCD staff, the Sensitive Lands Permit Application for Floodplain Development (and its Appendix A) and Floodplain Development Standard Operating Procedures (all attached), which are required to be done by January 3, 2020.

This prompted some organization of application forms, all of which needed to be updated as we no longer have a PO Box. Updates completed.

HB 2003 mandates Housing Needs Analyses (HNA) for City's greater than 10,000 population. DLCD gave us a chance to comment on a schedule for City adoption. If you review the attached 10-Day Comment Opportunity letter and the draft HNA adoption schedule, you will see that our year to update our HNA is 2027, since we just adopted one this year. The attached related table provides some additional information, to compare St. Helens with other Cities.

Last month, a potential land partition for property along Belton Road was discussed. The update this month is sending the property owner violation correspondence given work in close proximity to sensitive lands, which includes Dalton Lake and the Columbia River. Expect cooperation and wetland identification requirements of the partition should alleviate any enforcement action.

It's been over three years, but I finally updated the City's official Zoning and Comprehensive Plan Maps. Last update to the official maps was May 2016, though the core zoning and comprehensive plan data is kept up to date. For those curious, the official maps can be found here: https://www.ci.st-helens.or.us/planning/page/resources-links. Click the appropriate link.

Organized annexations files on hold. Also digitized the data in a GIS format for future ease of use.

Staff considered its land use application file retention policy around January / February of this year. Finally got back to this; provided information to the City Recorder for final authorization of records retention that differs from the State of Oregon minimum, which was granted.

PLANNING COMMISSION (& acting HISTORIC LANDMARKS COMMISSION)

<u>December 10, 2019 meeting (outcome)</u>: The Commission considered a Comprehensive Plan map and Zoning Map change of property at the corner of Matzen and Brayden Streets from residential to commercial and made a recommendation of approval to the Council.

The Commission discussed floodplain regulations and accessory structure regulation for upcoming code amendments.

Commissioner Lawrence's term expiration was discussed; she wants to continue and the other Commissioners concurred. She had not served two full terms, so we don't need to advertise for the position.

<u>January 14, 2019 meeting (upcoming)</u>: The Commission has two public hearings. One if for annexation of property along Firlok Park Road (or Boulevard).

As the Historic Landmarks Commission, they will consider the second public hearing for Comprehensive Plan Amendment to add 260 S. 2nd Street to the City's official historic resource inventory (i.e., the Designated Landmarks Register).

The Commission will also discuss accessory structure breezeway attachments.

ST. HELENS INDUSTRIAL PARK WETLAND DELINIATION EFFORTS

Visited the site with our wetland consultant and Oregon DSL staff this month. DSL staff person needed to field check some things. With this field check, this are getting close with the State. Have some mapping and reporting updates, but the time consuming stuff is over.

I reached out to the Army Corps of Engineers and still haven't heard anything; hope for feedback once the holidays are over.

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

City of St. Helens

265 Strand Street St. Helens, Oregon 97051

Sensitive Lands Permit Application for Floodplain Development

In accordance with the City of St. Helens floodplain management regulations per Chapters 17.44 and 17.46 of the St. Helens Municipal Code, development within the City of St. Helens regulatory floodplain must comply with the standards within the aforementioned regulations. The regulatory floodplain is the Special Flood Hazard Area (SFHA) as defined on the currently effective Flood Insurance Rate Maps (FIRMs) for the City of St. Helens.

If the proposed development activity will occur at least partially within (horizontally within) the community's regulatory floodplain this Sensitive Lands Permit for floodplain development is required. This will be processed as a Sensitive Lands Permit. The exception to this is if FEMA through a Letter of Map Change (LOMC) (e.g., LOMA, LOMR-F, LOMR), made a formal determination that this property or proposed development site is out of the regulatory floodplain. In that case a Sensitive Lands Permit for floodplain development is not required but a copy of the LOMC must be kept in the permitting records.

Section 1: General Provisions

The undersigned (**on page 2**) hereby makes application for a permit to develop in a designated floodplain area. The work to be performed is described below and in attachments hereto. The undersigned agrees that all such work shall be done in accordance with the requirements of the City of St. Helens, Chapters 17.44 and 17.46 of the St. Helens Municipal Code, and with all other applicable local, state and federal regulations. This application does not create liability on the part of the City of St. Helens or any officer or employee thereof for any flood damage that results from reliance on this application or administrative decision made lawfully hereunder.

- 1. When the community's floodplain regulatory standards apply to a proposed development activity, no work of any kind may begin in a regulatory floodplain area until a floodplain development permit is issued.
- 2. The permit may be revoked if any false statements are made herein. If revoked, all work must cease until a permit is re-issued.
- 3. The permit will expire if no work is commenced within 1.5 years the date of issue. A Time Extension is possible, upon application, under certain circumstances. See SHMC 17.44.030.
- 4. The permit will not be issued until any other necessary local, state, or federal permits have been obtained (approved).

OFFICIAL USE ONLY			
Permit Number: SL	Pre-Application Conference Date:		
Date Received:	Receipt Number:		

● Property owner and applicant information and signatures on next page

Phone 503.397.6272

Section 2: Property Owner and Applicant Information and Signatures

I/We hereby request a **Sensitive Lands Permit for Floodplain Development** on the herein described real property, located within the City of St. Helens, Oregon. I/We hereby acknowledge that this application is not considered filed, until all of the required information has been submitted as determined by the floodplain administrator and all required fees have been paid in full.

Property Owner(s):*	Applicant:
(print name)	☐ ←Tick box if Property Owner is Applicant
(signature)	(print name)
(date)	(signature)
(print name)	(date)
(signature)	
(date)	
Mailing Address:	Mailing Address:
Phone Number:	
Fax Number:	Fax Number:
E-mail:	E-mail:

This application is only for a Sensitive Lands Permit for floodplain development. Building Permits and any other permits require separate applications.

*All property owners must be listed. All property owners must sign. This/These signature(s) is/are an acknowledgement and consent to this Sensitive Lands Permit application for floodplain development.

Section 3: Development Proposal Information

PROJECT LOCATION

Address:	Map & Taxlot:
Legal Description (may attach current deed	I):
PROJECT DESCRIPTION	
A. Structural Development (Check all the	at apply)
□ ← New Structure	\square \leftarrow Residential \rightarrow \square Single, \square Two-Family \square Multi-Family (3+)
☐ ← Addition*	☐ ← Non-Residential → ☐ Elevated, ☐ Floodproofed
☐ ← Alteration (includes repairs and/or	☐ ← Combined Use (Residential and Non-Residential)
improvements)*	☐ ← Manufactured Home/Dwelling
☐ ← Relocation**	☐ ← Recreational Vehicle (RV)
\Box \leftarrow Demolition	\Box \leftarrow Garage \rightarrow \Box Attached, \Box Detached
□ ← Replacement	☐ ← Appurtenant / Accessory Structure
	structure. If the value of an addition or alteration to a structure equals or exceed tteration, the entire structure must be treated a substantially improved structure. ion.
B. Other Development (Check all that app	ply)
\Box \leftarrow Clearing \Box \leftarrow Fill \Box \leftarrow Mini	$ \begin{array}{ccc} \text{ng} & \Box \leftarrow \text{Drilling} & \Box \leftarrow \text{Grading} & \Box \leftarrow \text{Dredging} \end{array} $
\Box \leftarrow Excavation or Removal of Fill (Exception)	ot for Structural Development Checked Above)
□ ← Watercourse Alteration□ ← Individual Water or Sewer System□ ← Fencing	 □ ← Drainage Improvement (including culvert work) □ ← Road, Street, or Bridge Construction □ ← Utilities
☐ ← Subdivision (New or Expansion, included)☐ ← Other (please specify):	

FLOOD HAZARD INFORMATION

No	ote: City may require a "pre-development" Elevation Certificate to certify the foll	owing information:
1.	The proposed development is located on FIRM Panel:and suffix), Dated:	(number
2.	The proposed development is located partially or fully within the horizontal bour Special Flood Hazard Area, Zone(s): (A, A1 -30, AE, AO, AH	
3.	The one-percent-annual chance (100 year) flood elevation at this site is: on the North American Vertical Datum of 1988 (NAVD 88).	
	Source: or \rightarrow	☐ None Available
4.	Is the proposed development located partially or fully within a designated Flood If "Yes," this proposal is for:	way? → □-Y □-N
	 ☐ ← Temporary encroachment (less than 30 days – outside of flood season) ☐ ← Fish habitat restoration or enhancement* 	
	☐ ← Fence (type and material:)
	*For habitat restoration projects a rise in elevation may be allowed if a CLOMR is approved by FEMA. Peuntil FEMA approval is received.	ermit shall not be issued,
5.	If "Yes" was answered to (4) above, then is a "No Rise Certification" with support hydrologic and hydraulic data attached? $\rightarrow \Box$ -Y \Box -N	orting engineering
6.	Are other federal, state, or local permits required? → □-Y □-N If "Yes," which ones:	
	ection 4: Additional Information Required (Complete all that apply) ote: City may require a "pre-development" Elevation Certificate to certify the foll	
VU	ne. City may require a - pre-development - Elevation Certificate to Certify the Joil	owing injormation.
1.	Complete for Proposed Structures and Building Sites:	
	A. Base Flood Elevation at this site: ft (NAVD 88). B. Elevation of highest adjacent grade: ft (NAVD 88).	
	B. Elevation of highest adjacent grade: ft (NAVD 88).	C ALAUD OO
	C. Required Elevation of lowest floor* (including basement):	tt (NAVD 88).
	D. Proposed Elevation of lowest floor* (including basement): F. Flovation of part highest floor: ft (NAVD 88)	. II (ΝΑΥD 88).
	E. Elevation of next highest floor: ft (NAVD 88).	

	Elevation of top of proposed garage slab, if any: ft (NAVD 88). Details for anchoring structures (type of anchoring used and location of anchoring):
H.	Details of floodproofing or elevation of utilities. Provide the elevation of the utilities or the elevation to which the utilities were floodproofed. If floodproofed, provide details regarding how the utilities were floodproofed (describe the type of floodproofing used or manner in which the utilities were floodproofed):
I.	Exact location(s) on structure of all flood openings, if required. Include the elevation of the bottom of the flood opening(s), the size of the openings, and note if engineered flood opening(s) will be used. (Provide a reference diagram, in site plan or drawings):
J.	Types of water-resistant materials used below the first-floor and portions of the structure they were applied to:
resi bas floo	vest floor is generally defined as: the lowest floor of the lowest enclosed area (including basement). An unfinished or flood stant enclosure (such as a crawlspace), usable solely for parking of vehicles, building access or storage in an area other than a cement area is not considered a building's lowest floor; provided, that such enclosure is built in compliance with the required dplain and building code regulations including but not limited to flood venting requirements. See Chapter 17.46 SHMC for the poted legal definition of lowest floor.
Co	mplete for Alterations or Additions to Existing Structures:
	ease complete Appendix A to the City of St. Helens Sensitive Lands Permit application for odplain development and enter the cost of the proposed construction* here: \$
equ mar	EASE NOTE: Cost of construction estimates must include all structural elements, interior finish elements, utility and service ipment, labor and other costs associated with demolishing, removing, or altering building components, and construction tagement. As well as any improvements being made to repair damage that go beyond just making repairs to return to pre-damaged ditions

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2.

3.	Co	mplete for Non-Residential Floodproofed Construction:
	A.	Type of floodproofing method:
		Required floodproofing elevation is: ft (NAVD 88). Floodproofing certification by a registered engineer attached? $\rightarrow \Box$ -Y \Box -N
4.	Co	mplete for Subdivisions, including Planned Developments, and Partitions:
	B.	Will the subdivision or other development contain 50 lots or 5 acres? $\Rightarrow \Box$ -Y \Box -N If "Yes", does the plat or proposal clearly identify base flood elevations? $\Rightarrow \Box$ -Y \Box -N Are the 100 year Floodplain and Floodway delineated on the site plan? $\Rightarrow \Box$ -Y \Box -N
5.	Co	mplete for Proposals NOT Included in 1-4 Above:
	В.	For all watercourse relocations and/or landform alterations include plans showing the proposed relocation and/or alterations. If the proposed development activity will result in a change in water elevation, then what is the change in water elevation (in feet)? \rightarrow Is this an \Box increase, or \Box decrease? For stream habitat restoration that impacts a mapped floodway, provide copy of "no-rise certification" from registered professional engineer or a FEMA approved CLOMR.
	D.	Amount of fill to be placed:
		Top of new compacted fill elevation ft (NAVD 88).
6.	Re	quired Attachments:
		A site plan drawn to scale, with elevations of the project area and the nature, location, dimensions of existing and/or proposed structures, earthen fill placement, storage of materials or equipment and drainage facilities. Plans shall include location of all water bodies, adjacent roads, lot dimensions, as well as, delineation of Special Flood Hazard Areas, regulatory Floodway boundaries including Base Flood Elevations (when available), or flood depth in AO zones. Copies of all required local, state, and federal permits. All required local, state, and federal permits must be approved before the Sensitive Lands Permit for floodplain development is
	C.	approved. City of St. Helens may and reserves the right to require a complete pre-construction Elevation
	D.	Certificate signed and sealed by a registered professional surveyor. Certification from a registered professional engineer that any proposed non-residential floodproofed structure will meet the floodproofing criteria of Chapter 17.46 SHMC and Oregon Specialty Code requirements, if applicable.
	E.	Other documentation as required per the above sections and as required by the St. Helens Development Code.

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Section 5: Official Use Only

SUBSTANTIAL IMPROVEMENT REVIEW

The formula for substantial improvement threshold is as follows:

Market Value X 50% (.50) = Substantial Improvement Threshold

1.	What is the market value (based on current Assessor data or other source) of the existing structure prior to damage/improvement?
	\$
	Was other information used to determine the market value such as an appraisal?
	□-Y (If "Yes," what was used to determine value?) □-N
2.	What is 50% of the estimated market value of the existing structure prior to damage / improvement (use the formula provided above)?
	\$
3.	Has Appendix A been completed? $\rightarrow \Box$ -Y \Box -N
4.	Does the total cost of the proposed construction noted in Appendix A match the cost of the proposed construction provided in Section 4(2)? $\rightarrow \Box$ -Y \Box -N
5.	What is the cost of the proposed construction* (provided in both Section 4(2) and Appendix A)?
	\$
6.	Is the value listed in line "3" of this section, equal to or greater than the value listed in line "2?"
	$\Box\text{-Y}$ (If "Yes," than the proposed development activity qualifies as a substantial improvement*) $\Box\text{-N}$
7.	Does the proposed development activity qualify as a substantial improvement**? $\rightarrow \Box$ -Y \Box -N
othe	onstruction cost estimates must include all structural elements, interior finish elements, utility and service equipment, labor and er costs associated with demolishing, removing, or altering building components, and construction management. As well as any provements being made to repair damage that go beyond just making repairs to return to pre-damaged conditions.
mus	f the cost of the proposed construction equals or exceeds 50 percent of the market value of the structure, then the entire structure at be treated as a substantially improved structure and the substantial improvement provisions shall apply. See FEMA publication 58. Substantial Improvement/Substantial Damage Desk Reference for more information regarding substantial improvement.

City of St. Helens

265 Strand Street St. Helens, Oregon 97051

Sensitive Lands Permit Application for Floodplain Development Appendix A

Purpose: This Appendix to be completed for alterations, additions, rehabilitations, repairs, or improvements to existing structures.

Section 1

COSTS TO BE INCLUDED

1. Material and labor for all structural elements, "including:"

- ✓ Spread or continuous foundation footings and pilings
- ✓ Monolithic or other types of concrete slabs
- ✓ Bearing walls, tie beams and trusses
- ✓ Floors and ceilings
- ✓ Attached decks and porches
- ✓ Interior partition walls
- ✓ Exterior wall finishes (brick, stucco, siding) including painting and moldings
- ✓ Windows and doors
- ✓ Re-shingling or re-tiling a roof
- ✓ Hardware

2. All interior finishing elements, "including:"

- ✓ Tiling, linoleum, stone, or carpet over subflooring
- ✓ Bathroom tiling and fixtures
- ✓ Wall finishes (drywall, painting, stucco, plaster, paneling, marble, etc.)
- ✓ Kitchen, utility and bathroom cabinets
- ✓ Built-in bookcases, cabinets, and furniture
- ✓ Hardware

3. All utility and service equipment, "including:"

- ✓ HVAC equipment
- ✓ Plumbing and electrical services
- ✓ Light fixtures and ceiling fans
- ✓ Security systems
- ✓ Built-in kitchen appliances
- ✓ Central vacuum systems
- ✓ Water filtration, conditioning, or recirculation systems

4. Cost to demolish storm-damaged building components.

- 5. Labor and other costs associated with moving or altering undamaged building components to accommodate the improvements or additions.
- 6. Overhead and profits.

INTEMS TO BE EXCLUDED

- 1. Plans and specifications.
- 2. Survey costs.

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- 3. Permit fees.
- 4. Post-storm debris removal and clean up.
- 5. Outside improvements, including:
 - ▶ Landscaping
 ▶ Sidewalks
 ▶ Fences
 ▶ Swimming Pools
 ▶ Landscape irrigation systems
 - ▶ Detached structures (such as garages, sheds, and gazebos)

Source: FEMA Publication P-758, Substantial Improvement/Substantial Damage Desk Reference

Section 2 – ITEMIZATION OF CONSTRUCTION COSTS TO COMPLETE PROJECT

	Work Description	Cost of Materials	Cost of Labor	Comments
1	Foundation/ Footings/ Pilings			
2	Concrete Slab			
3	Masonry Work			
4	Rough Carpentry			
5	Roofing and Gutters			
6	Insulation/ Weather Stripping			
7	Exterior Finish (stucco/ siding)			
8	Finished Carpentry			
9	Drywall			
10	Cabinets (built-in)			
11	Floor Covering			
12	Plumbing/ Gas			
13	Bathroom Fixtures			
14	Kitchen Fixtures			
15	Electrical and Lighting Fixtures			
16	Built-in Appliances			
17	HVAC System			
18	Paint and Wallpaper			
19	Demolition and Removal			
20	Overhead and Profit			
21	Construction Supervision			
	GROSS TOTAL = Contract			
	Price			

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Section 3 — City of St. Helens may require this affidavit to confirm that the work described in an application is all of the work that will be done. This is the construction cost affidavit from FEMA Publication P-758 Substantial Improvement/Substantial Damage Desk Reference.

AFFIDAVIT

Co	completed by (select one)	$\Box \rightarrow Architecture$	ct $\Box \rightarrow$ Contractor	$\square \rightarrow$ Property Owner
Pro	roject Address / Location:			
Na	ame:			
Co	ompany Name (if applicable):_			
Ma	ailing Address:			
	-			
	hereby attest to the following:			
 2. 3. 	I have personally reviewed to The cost, quantity, and type	operty. he <u>Itemization of Co</u> of materials and labo	osts to Complete Project listed in	osts to Complete Project constitute the
Ad	dditionally, I understand:			
	City of St. Helens. The grade of materials may to Complete Project. Any permit issued by the Cimaintenance of any illegal anotal Labor and Materials	vary as to the manufacty of St. Helens for the dditions, sheds or other.	he proposed project does not auther non-conforming uses or structure.	ved plans without prior approval by the costs stated on the <u>Itemization of Costs</u> thorize the reconstruction, repair or ctures on the subject property.
	verhead & Profit otal Cost	\$ \$		
ST	FATE OFOUNTY OF			(signature)
On	n this day of	, 20	_, personally appeared before m	e the above named
		and ackn	nowledged the foregoing instrum	ent to be his/her voluntary act and deed.
			Notary Publ	ic of
			My Commis	ssion Expires:

135

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City of St. Helens

265 Strand Street St. Helens, Oregon 97051

Floodplain Development Standard Operating Procedures

Section 1 – Proposal considerations and determination of Sensitive Lands Permit applicability.

- 1. Review all building, grading, and other permits and proposals to determine if the proposed development activity is within the regulatory floodplain. Be mindful of the definitions of Chapter 17.46 SHMC, such as "development." Note SHMC 17.46.040 for when a permit is required. The applicable permit is the Sensitive Lands Permit (for floodplain development). The term "development permit" used in this section is generic.
- 2. If located within a regulatory floodplain, also check if there is a designated floodway or not and if so, if the proposal will occur in the floodway. If no designated floodway, be mindful of the "before regulatory floodway" sub-section of SHMC 17.46.050.
- 3. Require a Sensitive Lands Permit (for floodplain development) for all development within the regulatory floodplain unless a Letter of Map Amendment (LOMA) or Letter of Map Revision-Fill (LOMR-F) has been approved by FEMA for the structure/parcel/lot. This Sensitive Lands Permit shall be approved before any permit is allowed (e.g., building permit, grading permit, etc.) or other approval that is required.
- 4. Check to make sure other Sensitive Lands identified in Chapters 17.40 and 17.44 SHMC are included or not. If they are, additional Sensitive Lands permitting may be required. This additional Sensitive Lands permitting is not addressed further on this Floodplain Development Standard Operations Procedure document.
- 5. Hold a pre-application conference to go over the **Sensitive Lands Permit Application for Floodplain Development**, regulatory floodplain mapping information for the property in question, and the community floodplain regulations (that pertain to the development proposal) with the applicant(s). The pre-application conference is normally a prerequisite to filling the Sensitive Lands Permit application and is required to be done within 6 months from the date the application was submitted (see SHMC 17.24.040).
- 6. Upon receipt of the initial Sensitive Lands Permit application, it needs to be deemed complete. The deem complete determination needs to be done within 30 days per SHMC 17.24.050. Verify that the **Sensitive Lands Permit Application for Floodplain Development** has been signed and completed, and that all the required supporting information has been obtained (e.g., pre-development Elevation Certificate and plans).
- 7. Coordinate with other internal parties (e.g., public works and building department) and complete internal review procedures.
- 8. Ensure all other required local, state, or federal permits have been approved and obtained. This could be a condition of approval of the Sensitive Lands Permit (if approved).

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Fax 503.397.4016

9. Complete the Sensitive Lands Permit process within the timeframe per SHMC 17.24.030 (normally 120 days).

Section 2 – If the Sensitive Lands Permit is approved.

- 10. Make sure the development permit (e.g., building permit) that the Sensitive Lands Permit is based on complies with the requirements and conditions of the Sensitive Lands Permit. For structures send a copy of the Sensitive Lands Permit Application for Floodplain Development and the predevelopment Elevation Certificate to the Building Official, or otherwise ensure the Building Official is aware of the floodplain details.
 - If in a floodway or "before regulatory floodway" as noted in 2 above, hydraulic and hydrologic modeling ("no-rise" analysis) is normally required.
- 11. Coordinate with the Building Official and the applicant during the construction and inspection process. Ensure field inspections are conducted. Ensure that the Building Official notifies the Floodplain Administrator regarding any changes from the proposed development activities detailed in the permit application form or Sensitive Lands Permit. Make sure the provisions of the Sensitive Lands Permit and Chapter 17.46 SHMC are met.
- 12. For structures, obtain and review the second elevation certificate from the applicant, making sure Building Official has a copy, when the foundation is in place, but before the walls are on to ensure the foundation location and elevation, and the flood vents sizing, location, amount and elevations are correct.
- 13. Obtain the as-built Elevation Certificate from the applicant, making sure the Building Official has a copy, and review it prior to the Building Official completing the final inspection process and the certificate of occupancy being issued. Also, make sure the provisions of the Sensitive Lands Permit and Chapter 17.46 SHMC are met for any regulated development with or without structures.
- 14. Ensure file is complete and copies of final as-built Elevation Certificates are in both the project file (e.g. Sensitive Lands Permit file) and the Elevation Certificate file managed by the Floodplain Administrator.
- 15. If applicant proposes floodproofing of a non-residential structure, procedure is similar for 10-14 above, but a Floodproofing Certificate is required upon project completion.

Section 3 – Notes.

The St. Helens Development Code can be found online: https://www.codepublishing.com/OR/StHelens/. Copies are also available at City Hall and the City Library.

This Floodplain Development Standard Operating Procedures is a guide only. It is not a substitute for actual law. As proposals differ, this SOP may not reflect the details or steps of every proposal.

10-DAY COMMENT OPPORTUNITY DRAFT HOUSING NEEDS ANALYSIS UPDATE SCHEDULE



TO: Planning and/or Community Development Directors for cities over 10,000 population and all other Interested Parties

FROM: Kevin Young, Senior Urban Planner

SUBJECT: Comment Opportunity for HNA Update Schedule – Deadline December 16, 2019

Dear Planning Directors, Community Development Directors, and Interested Parties,

House Bill 2003, which passed in 2019, requires the Oregon Land Conservation and Development Commission (LCDC) to establish a schedule (by December 31, 2019) for all Oregon cities with a population of more than 10,000 to adopt updated housing needs analyses (HNAs). The requirement for regular HNA updates is a new and ongoing obligation for these local governments (and for those that grow to be over 10,000 population in the future). To allow more time for data gathering and analysis, the Commission delegated authority for schedule setting to the Director of the Department of Land Conservation and Development (DLCD) in September of 2019. The necessary data has been gathered and a draft schedule has been prepared. House Bill 2003 requires those cities within the Portland Metro UGB to update their HNAs every six years. Cities outside the Portland Metro area must update their HNAs every eight years.

With this memo, we are opening a 10-day comment opportunity on the draft HNA Update schedule attached to this memo. If you wish to comment, please review this memo and the attached schedule and provide comments to Kevin Young by midnight on December 16, 2019. This will allow time for the Director to consider your input before finalizing the schedule. Comments should be provided in writing, either via email or regular mail. Kevin's contact information is provided at the bottom of this memo. DLCD Director Jim Rue is expected to publish the final schedule by end of day December 20, 2019.

As background, data that were considered in drafting the schedule include; 1) the age of each city's adopted HNA, 2) population growth rates for affected cities, 3) the level of rent burden (high rent cost in relation to household income) in each city, 4) DLCD's capacity for timely review of HNAs on an annual basis, and 5) input from the affected cities regarding any HNA updates in process, planned updates, or other housing-related work. The 49 affected cities were contacted in mid-November and their feedback has been factored into the draft schedule. Since Baker City is expected to surpass the 10,000 population threshold when the Population Research Center publishes certified population estimates on December 15th 2019, outreach with Baker City leadership will be handled separately.

Please consider the following points as you evaluate the attached draft schedule:

- The deadline for adoption in any given year will be December 31st.
- A city will be considered to have met its obligation to adopt the HNA update once the update decision is
 <u>final at the local level</u>. Any subsequent appeal will not be considered a failure to comply with the update
 requirement. If an appeal beyond the local level effectively delays adoption of the HNA, the next HNA

update deadline will be established from the ultimate adoption date following resolution of all appeal processes.

- Those cities that adopt an HNA prior to their listed deadline will effectively "reset the clock," such that their next applicable HNA deadline will run six or eight years from the actual adoption date, depending upon whether or not they are within Portland Metro. Note that the draft schedule includes a large number of cities that are scheduled for updates in 2022, but which are anticipated to adopt HNAs prior to that date, which will effectively reset their respective deadlines.
- House Bill 2003 includes \$1 million in funding to support local government work in compliance with the
 requirements of the bill, including HNA updates. DLCD anticipates making this funding available beginning
 in January of 2020. The funds must be expended by June 30, 2021. Preliminarily, it would be helpful if you
 notify Kevin Young if you are interested in applying for this assistance. More information about this
 process, along with formal request for assistance applications, will be available soon.
- House Bill 2003 stipulates that the first scheduled HNA update may be no less than two years following
 adoption of administrative rules for another element of the bill, known as "housing production
 strategies." Rulemaking on housing production strategies (HPSs) is anticipated to be completed in the fall
 of 2020. However, if HPS rulemaking extends beyond December of 2020, the schedule will reset and one
 additional year will be added to each of the stipulated deadlines.

We hope this information is helpful to you and appreciate your review. Please remember to provide any comments on the draft schedule by <u>December 16, 2019</u>. Thank you.

Contact information:

Email: kevin.young@state.or.us

Mail: Kevin Young Oregon Department of Land Conservation and Development 635 Capitol St. NE, Suite 150 Salem, OR 97301-2540

Phone: (503) 934-0030

For More Information:

If you'd like to receive updates regarding the rulemaking process and other housing related topics, please visit this website and check the "housing" box:

https://public.govdelivery.com/accounts/ORDLCD/subscriber/topics

The bills themselves can be reviewed at the following links:

HB 2001: https://olis.leg.state.or.us/liz/2019R1/Downloads/MeasureDocument/HB2001/Enrolled

HB 2003: https://olis.leg.state.or.us/liz/2019R1/Downloads/MeasureDocument/HB2003/Enrolled

Draft Housing Needs Analysis Update Schedule for Oregon Cities with a population above 10,000 (Required by House Bill 2003)

(Cities to adopt updated housing needs analyses by December 31st of the listed year)

	2022	2023	2024	2025	2026	2027
1	Beaverton	Ashland	Bend	Forest Grove	Eugene	Central Point
2	Grants Pass	Hillsboro	Hermiston	Springfield		Corvallis
3	Happy Valley	Lake Oswego	Sandy	The Dalles		Cottage Grove
4	Medford	McMinnville				Prineville
5	Milwaukie	Portland				Roseburg
6	Newport	Tigard				St. Helens
7	West Linn	Wilsonville				

Cities Expected to adopt HNAs prior to 2022, resetting HNA update deadlines*

itie	s Expected to	o adopt Hi	NAs prior to	2022, rese	tting HNA	update de	í
	2022	2023	2024	2025	2026	2027	
1	Albany*		Keizer*	Newberg*			
2	Canby*		Salem*				
3	Coos Bay*						
4	Cornelius*						
5	Dallas*						
6	Gladstone*						
7	Gresham*						
8	Klamath Falls*						
9	La Grande*						
10	Lebanon*						
11	Ontario*						
12	Oregon City*						
13	Pendleton*						
14	Redmond*						
15	Sherwood*						
16	Silverton*						
17	Troutdale*						
18	Tualatin*						

^{*} Listed cities are anticipated to adopt HNAs prior to the listed deadlines, thereby "resetting" their applicable deadline six years into the future for cities within Portland Metro, eight years for cities outside Portland Metro. If cities do not adopt updated HNAs prior to the listed deadlines, the listed deadlines will apply.

Please provide comments to Kevin Young by <u>December 16, 2019.</u>

Email: kevin.young@state.or.us

Mail: Kevin Young

19 Woodburn*

Oregon Department of Land Conservation and Development 635 Capitol St. NE, Suite 150 Salem, OR 97301-2540

Draft HNA Update Schedule for Oregon cities over 10,000 population, with notes (Required by House Bill 2003)

Rent Burden

			Percentage ²		
		Growth Rate	(light shade is		
	Proposed HNA	Ranking ¹ (shaded	>25%, dark	Current Adopted	
Cities	Update Deadline	= top ten)	shading is > 30%)	HNA Date	Notes
Albany	2022*	27	26.1	2007	HNA update process is underway, expecting to adopt prior to 2022.
Ashland	2023	36	33.6	2013	Had planned to update HNA in 2020, but may wait on HPS rulemaking. SRB is 33.6%.
Beaverton	2022	20	24.3	2016	2022 would work well for them and is six years from current HNA date.
Bend	2024	4	24.4	2016	May begin HNA update as soon as 2021.
Canby	2022*	26	14.1	1999	Recent HNA draft has been accepted, but not adopted. Working on addressing the identified deficit, expect deadline reset.
Central Point	2027	34	16.6	2019	
Coos Bay	2022*	32	25.9	2009	Applied for assistance with HNA update, and hoping to finish in 2020, which would reset deadline.
Cornelius	2022*	49	16.7	2009	Applied for assistance with HNA update, which would likely reset deadline.
Corvallis	2027	14	39.6	2019	Highest percentage of rent burden (39.6%).
Cottage Grove	2027	38	33	2019	Moving forward with housing implementation plan from HB 4006 funding.
Dallas	2022*	17	25.8	??	Completed HNA with HB 4006 funding, working through addressing deficit and adoption. Expect deadline reset.
Eugene	2026	16	37.8	2018	Very high SRB (37.8%).
Forest Grove	2025	6	31.4	2019	Adopted HNA in 2019. High rent burden (31.4%).
Gladstone	2022*	37	35.2	??	Received data from Clackamas Co. HNA. Seeking funding to complete HNA update. Expect deadline reset. SRB is 35.2%
Grants Pass	2022	21	33.6	2014	May update HNA by Fall of 2022. SRB is 33.6%
Gresham	2022*	31	34.3		Seeking HNA update funding. SRB is 34.3%
Happy Valley	2022	1	20	•	Seeking funding to update HNA by summer 2022. Fastest growing city in Oregon.
Hermiston	2024	15	15.5		Seeking funding for HNA update. Possible deadline reset.
Hillsboro	2023	9	19.9		Adopted affordable housing policy and action plan in 2018.
Keizer	2024*	28	25.5		HNA draft is completed, but working thru shared UGB w/Salem to address deficits. Expect deadline reset.
Klamath Falls	2022*	30	30.4		No response to survey. Draft HNA completed from HB 4006 program, but not yet adopted. Expect deadline reset. SRB is 30.4%
La Grande	2022*	43	23.3		Draft HNA funded from HB 4006, plan to adopt by Fall 2020. Expect deadline reset.
Lake Oswego	2023	33	25.7	2014	The state of the s
Lebanon	2022*	13	35.8		Draft HNA funded by HB 4006, planning to adopt in early 2020. Expect deadline reset. SRB is 35.8%
McMinnville	2023	29	23.1	•	Have draft HNA, plan to adopt June 2021.
Medford	2022	23	31.4		Addressing housing as part of regional effort as well. SRB is 31.4%
Milwaukie	2022	47	24.5	•	HNA completed in 2016, but not yet adopted. Able to adopt by 2022.
Newberg	2025*	22	28.6		2019 HNA update accepted but not adopted. Plan to take HNA and EOA (in process) updates to council in 2021. Likely reset.
Newport	2022	45	24		Key partner in Lincoln Co. implementation plan project from HB 4006.
Ontario	2022*	48	27.8		Plan to update HNA by 2022, so expect deadline reset.
Oregon City	2022*	12	24.4		Planning to adopt HNA update in 2021, expect deadline reset. Have data from Clackamas Co. project.
Pendleton	2022*	46	18.7		No response to survey. Have yet to adopt HNA from HB 4006. Expect deadline reset.
Portland	2023	10	28.2		Largest and 10th fastest growing city in Oregon.
Prineville	2027	19	27.6		HNA adopted in 2019, funded by HB 4006.
Redmond	2022*	8	31		Draft HNA prepared in 2019 from HB 4006 funding, so deadline expected to reset. Eighth fastest growing city and high SRB at 31%.
Roseburg	2027	3	29.1		Adopted HB 4006-funded HNA in 2019. Third-fastest growing city.
Salem	2024*	25	23.4		Expected to adopt HNA update by end of 2021 and address identified deficit with Keizer. Deadline expected to reset.
Sandy	2024	5	17.8		Fifth fastest growing city.
Sherwood	2022*	24	18.4		HNA update in process, plan to adopt in 2020. Deadline expected to reset.
Silverton	2022*	7	17.2		HNA update in process, expect deadline reset. 7th fastest-growing city.
Springfield	2025	42	23.7		Working on Comp plan and development code updates from HB 4006 code audit.
St. Helens	2027	40	21.8	2019	
The Dalles	2025	18	29.4	2017	
Tigard	2023	11	29.1		May decide to update HNA in 2020, so possible reset.
Troutdale	2022*	44	32.9	2011	HNA update in process, plan to adopt by 2022, so expected deadline reset. SRB is high, at 32.9%

Tualatin	2022*	35	26.5	; ;	HNA update in process, expect deadline reset.
West Linn	2022	39	20.5	1999	Have data from Clackamas HNA, seeking funding to finalize and adopt HNA. Possible deadline reset.
Wilsonville	2023	2	17.6	2014	Second-fastest growing city in Oregon.
Woodburn	2022*	41	26.1	??	HNA update funded by HB 4006, plan to adopt by the end of 2019. Expect deadline reset.

¹ Growth rate was calculated for the period from 2010 to 2018, using 2010 US Census and 2018 PSU population estimate data.

Jacob Graichen

From: Jennifer Dimsho

Sent: Tuesday, December 31, 2019 10:17 AM

To: Jacob Graichen

Subject: December Planning Department Report

Here are my additions to the December Planning Department Report.

GRANTS

- 1. **DLCD's 2019-2021 Technical Assistance Program** Received formal notice of approval for 50k of technical assistance to prepare a *Boise White Paper Industrial Site Master Plan* which will include a parcelization framework and an infrastructure finance planning for the site! Working with DLCD on a detailed scope of work, timeline, and contract.
- 2. **OPRD Local Government Grant Campbell Park Improvements** (\$187k) includes replacement of four existing tennis courts and two basketball courts with two tennis flex courts and one flex sport court, adds a picnic viewing area, improves natural stormwater facilities, expands parking, and improves ADA access. Grant deadline is October 2021. Began working on Request for Bid document for court installation.
- 3. **Oregon Community Foundation Nike Impact Fund 5th Street Trail Project** (19k) to install approximately 1,000 feet of new off-street trail and a small boardwalk in the undeveloped 5th Street right-of-way. Met CRYC project leader on site and discussed scheduling, tools needed, etc. Flagged entire route. Prepared construction notice letters for abutting neighbors. Vegetation and trash removal by CRYC is anticipated from 1/15-2/15, and trail construction 2/1–3/15. Exact extent of boardwalk over wetland TBD.
- 4. **Travel Oregon Medium Grants Program (100k)** Additional signs ordered for existing signs and a few signs to be corrected. A few more installs expected by Public Works. Working on final budget and reimbursement documentation.
- 5. **EPA CWA Grant Program** Council update on 11/20. 50 Plaza Square eligibility received. Work plan in process of development. South 80 follow up work needed to close the loop with DEQ.
- 6. **CDBG- Columbia Pacific Food Bank Project** Design/Architectural meeting at Lower Columbia on 12/18. Subcontract for mechanical and plumbing work initiated.
- 7. **Certified Local Government Historic Preservation Grant Program** Columbia Theater work plan approved through SHPO and met NEPA requirements. Given notice to proceed on new marquee/signage installation!
- 8. **Safe Routes to School Columbia Blvd. Sidewalk Project –** Prepared quarterly report due 12/4. Discussed applicability of Sensitive Lands Permit.

MISC

- 9. **Columbia View Park Amphitheater** Prepared memo of research of various outdoor amphitheater and open air band shell contractors to compile a list of options/contractors. Presentation to Council planned for 1/15/20.
- 10. Training continued for Community Development Administrative Assistant Christina Sullivan for land use file creation, issuing decisions, and running PC meetings, and preparing PC minutes.
- 11. Millard Road Property Planned for 1/15/20 Council discussion regarding zoning, parks inventory, etc.

Jenny Dimsho, AICP Associate Planner City of St. Helens (503) 366-8207 jdimsho@ci.st-helens.or.us

BUSINESS LICENSE REPORT

City Department Approval: 11/06/2019

The following occupational business licenses are being presented for City approval:

	RESIDENT BUSINE	SS – RENEWAL 2020
	ALTERATION BY HEATHER CLARK	CLOTHING REPAIR
	*BELOW ZERO	ICE CREAM TRUCK
	BERTUCCI'S	ESPRESSO CANDY & GIFTS
	A BETTER WAY MASSAGE LLC	MASSAGE THERAPY
	*BUYSALLWORLD.COM	INTERNET WEBSITE - RETAIL
	THE CELLULAR CONNECTION LLC	RETAIL
	CHUBB'S CHEVRON	CONVENIENCE STORE/GAS
	CINDY WOOHOO'S	SECONDHAND RESALE
	COFFEE HOUSE HOLDINGS INC (STARE	BUCKS) RETAIL CAFÉ
	COLUMBIA COUNTY HABITAT FOR HUM	
	COLUMBIA N.W. HEATING INC.	HVAC SERVICE & INSTALL
	COINSTAR ASSET HOLDINGS LLC	AUTOMATED SELF SERVICE COIN-COUNTING MACHINE (SAFEWAY)
	COINSTAR ASSET HOLDINGS LLC	AUTOMATED SELF SERVICE COIN-COUNTING MACHINE
	COLUMNIA COL	AUTOMATED SELF SERVICE COIN-COUNTING MACHINE (WAL-MART)
	COLUMBIA COUNTY HARDWARE LLC	RETAIL HARDWARE STORE
	COLUMBIA HEARING CENTER	HEARING SPECIALTIES
	COLUMBIA RIVER AUTO GLASS LLC	AUTO GLASS REPAIR
	COLUMBIA SELF STORAGE INC.	SELF STORAGE
	*CREATIVE STITCHES	QUILTING & NEEDLEWORK
	CREEKSIDE JUNIOR ACADEMY LLC	PRESCHOOL
	C'S THE MOMENT DBA PAPA MURPHY	TAKE & BAKE PIZZA
	*DAWN TIL DUSK CHILD CARE	CHILD CARE
	DILLARD'S MOORAGE LLC	MARINA
	DIRECT FIRE SYSTEMS LLC DON'S RENTAL INC.	FIRE SPRINKLER CONTRACTOR
	DURHAM SCHOOL SERVICES	EQUIPMENT RENTAL
	ECONO WASH	SCHOOL BUS TRANSPORTATION
	EXCEPTIONAL SMILES	COIN-OP LAUNDROMAT
	FAMILY VISION OF OREGON PC	DENTIST
	FANCY NAILS BY CINDY	OPTOMETRY PRACTICE
	*FAVORITE CLEANING SERVICES LLC	NAIL SALON & SERVICES
	GINGER FARGHER	COMMERCIAL CLEANING
	GREAT CLIPS	SECONDHAND DEALER
	GUARDIAN FIRE PROTECTION	HAIR SALON
	GW CURNUTT AND ASSOCIATES	FIRE PROTECTION SYSTEM OPTOMETRY CLINIC
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*Denotes In-Home Business

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□ SAFEWAY INC. #424 RETAIL GROCERY □ SANDY'S BARBER SHOP BARBER SHOP □ SCANDALOUS HAIR DESIGN BEAUTY SALON	VANNATTA & PETERSEN	
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ST. HELENS MARINA	FOOD CART
ST. HELENS SECURE STORAGE	MINI STORAGE
STRAIGHTFORWARD COMPUTERS	COMPUTER REPAIR
TRANE U.S. INC.	HVAC SALES & SERVICE
US PIPE FABRICATION	DUCTILE IRON PIPE FABRICATION
U-STORE SELF STORAGE ST. HELENS	OFFICE/EQUIPMENT/STORAGE
VICTORICO'S MEXICAN FOOD	MEXICAN RESTAURANT
WALGREENS #10056	RETAIL DRUG STORE & SUNDRIES
WAL-MART STORE #2422	RETAIL DISCOUNT MERCHANDISER
*WATERMAN GARAGE DOORS LLC	GARAGE DOOR INSTALL & SERVICE
WAYNE MARTIN FLOOR COVERING INC.	FLOOR COVERING
WELL WITHIN ACUPUNCTURE & CHINESE MEDICINE	ACUPUNCTURE & CHINESE MEDICINE
*WILLIE V'S	RETAIL DISTRIBUTION SAUCE
YO PLACE INC.	SELF SERVE FROZEN YOGURT

RESIDENT BUSINESS - NEW 2019

NON-RESIDENT BUSINESS - 2020 A&E BUILDERS CONTRACTOR П ABSOLUTE HEATING AND COOLING SOLUTIONS **HEATING AND COOLING** ACCURATE CONCRETE CUTTING INC. CONCRETE CUTTING ACTION TECHNOLOGY SYSTEMS LLC LOW VOLTAGE ADT LLC SECURITY ALARM SALES/SERVICE ADVANCED AMERICAN CONSTRUCTION INC. П CONSTRUCTION AKS ENGINEERING & FORESTRY LLC ENGINEERING/SURVEYING AIRGAS USA LLC П SUPPLY DELIVERY A-LINE CONCRETE CUTTING LLC CONCRETE CTNG&SELECT.DEMO ALPHA ENVIRONMENTAL SERVICES INC **ENVIRONMENTAL CONSULTING & REMEDIATION** A-MAX SECURITY SOLUTIONS, INC. LOCKSMITH AMERICA 1ST ROOFING & BUILDERS INC. **ROOFING & SIDING** AMERICAN CARPORTS INC. METAL CARPORTS/GARAGES INSTALLATION AMERICAN RESIDENTIAL SERVICES PLUMBING/DRAIN SERVICES AMERICAN SPRINKLERS, INC. FIRE PROTECTION AMERICOOL HEATING AND A/C **HEATING & A/C** APOLLO MECHANICAL CONTRACTORS MECHANICAL CONTRACTOR/HVAC/ENVIRONMENTAL SYS APPLIED TECHNICAL SYSTEMS INC. LOW VOLTAGE ELECTRICAL CONTRACTOR APPLY-A-LINE LLC TRAFFIC PAVEMENT MARKINGS ARTIC GLACIER USA, INC DISTRIBUTION OF PACKAGED ICE/BOTTLED WATER ARIEL TRUSS CO INC. TRUSS DELIVERY

BASIC FIRE PROTECTION INC	INSTALL FIRE SPRINKLERS
BDL PLUMBING	PLUMBING & EXCAVATIONS
BEAVER TREE SERVICES INC.	CONTRACTOR (TREES)
BELL'S DRAFTING & CONST. INC.	RESIDENTIAL CONSTRUCTION
BLAIRCO INC	HVAC
BUILDERS INSULATION OF OREGON LLC	
CAM INC.	CONSTRUCTION
CARLSON'S HEATING & A/C INC.	HVAC
CAS CONSTRUCTION LLC	CONCRETE FLATWORK
CHAMPION WINDOW CO.	CONSTRUCTION
CINTAS CORPORATION	UNIFORM/INDUSTRIAL LAUNDRY DELIVERY
CINTAS CORPORATION, NO. 2	TEST/INSPECT/INSTALL FIRE SAFETY EQUIPMENT
CLARK SIGN SERVICES	SIGN INSTALLATION & REPAIR
COAST TO COAST CARPORTS INC.	CARPORTS
COFFMAN EXCAVATION INC.	EXCAVATION CONTRACTOR
COHO DISTRIBUTING LLC	BEVERAGE DISTRIBUTION
COLES APPLIANCE REPAIR INC.	RESIDENTIAL & COMMERCIAL REPAIR
COMFORT FLOW HEATING	HVAC CONTRACTOR
CORNICE CONSTRUCTION LLC	CONSTRUCTION
COSCO FIRE PROTECTION INC.	FIRE PROTECTION
C-2 UTILITY CONTRACTORS LLC	UNDERGROUND UTILITIES
A CUT ABOVE CONCRETE CUTTING	CONCRETE SAWING
DAVID EVAN AND ASSOCIATES INC.	ENGINEERING AND LAND SURVEYING SERVICES
DAY MANAGEMENT CORPORATION	2-WAY RADIO RENTALS, SALES & SERVICE
DELTA FIRE INC.	FIRE SPRINKLER INSTALLATION
THE DOORWORKS COMPANY	DOOR INSTALL/REPAIR
DOWNING DIVERSIFIED LLC	HORIZONTAL DIRECTIONAL DRILLING CONTRACTOR
DUKE'S ROOT CONTROL INC.	SEWER LINE CHEMICAL ROOT CONTROL SERVICE
EC COMPANY	ELECTRICAL COMPANY
E2C CORP.	EVENT COORDINATION
EUGENE WELDER'S SUPPLY CO INC.	SALES/SERVICE FIRE EXTING.
EVOLUTION PLUMBING LLC	COMMERCIAL PLUMBING
FAITH HVAC INC	HVAC REPAIR/SERVICE/INSTALL
FELTONS HEATING & COOLING INC.	HVAC
FIBER TECH CARPET/UPHOL CLNG	CARPET/UPHOLSTERY CLNG
FIRESIDE CONTRACTING SERVICES LLC	DISTRIBUTOR OF FIREPLACES, STOVES, GARAGE DOORS
FOOD SERVICES OF AMERICA	WHOLESALE FOOD DISTR.
GB MANCHESTER INC.	ELECTRICAL CONTRACTOR
GARNER ELECTRIC	ELECTRICAL CONTRACTOR
GARY'S VACUFLO, INC.	CENTRAL VACUUMS
GENERAL TREE SERVICE	LANDSCAPE CARE
HARDCORE CONSTRUCTION LLC	CONCRETE CONSTRUCTION
HARDER MECH. CONTRACTORS INC.	GENERAL CONTRACTOR
HONEYWELL INTERNATIONAL INC	DIVERSIFIED TECH & MFG

I & E CONSTRUCTION LLC	GENERAL CONTRACTOR
INTEGRITY AIR LLC	HVAC
INTERNATIONAL LEAK DETECTION NORTHWEST	LLC ROOF INSPECTION AND LEAK DETECTION
INTERSTATE ELECTRIC INC.	ELECTRICAL CONTRACTOR
IRON MOUNTAIN INFO MGMT LLC	DOCUMENT STORAGE
IRON MOUNTAIN INFORMATION MANAGEMENT SERVI	CE DOCUMENT SERVICES
IRON MOUNTAIN SECURE SHREDDING INC. #53106	DOCUMENT SHREDDING/DESTRUCTION
ITIEL'S CARPORTS METAL BUILDING LLC	INSTALLATION OF CARPORTS
JAMES E. JOHN CONSTRUCTION CO. INC	GENERAL CONTRACTOR
JEFF KING CONTRACTOR INC.	GENERAL CONTRACTOR
J.H. KELLY LLC	COMMERCIAL CONSTRUCTION
JOHNSON CONTROLS FIRE PROTECTION LP	FIRE ALARM - SPRINKLER
K&C LANDSCAPE LLC	LANDSCAPING
KEN LEAHY CONSTRUCTION INC.	LAND IMPROVEMENT/GRADING
KENDALL CONSTRUCTION INC.	GENERAL CONTRACTOR-COMMERCIAL
KESSI CONSTRUCTION INC.	CONSTRUCTION
KEY MECHANICAL CO. OF WASHINGTON	HVAC/REFRIGERATION CONTRACTOR
KLS SURVEYING INC.	LAND SURVEYING
KNIFE RIVER CORPORATION - NORTHWEST	CONSTRUCTION
KONE INC.	ELEVATOR/ESCALATOR SYSTEMS
L.C. HALLS' TRUCK LINE	LTL TRUCKING - FREIGHT
LIVING COLOR NURSERY LLC	LANDSCAPING
LOY CLARK PIPELINE CO.	UTILITY CONSTRUCTION
MACDONALD MILLER FACILITY SOLUTIONS INC.	MECH/ELEC CONTRACTOR
MASON BRUCE & GIRARD, INC.	NATURAL RESOURCE CONSULTING
MDM CONTRACTING & EXCAVATION	EXCAVATION
METRO OVERHEAD DOOR, INC.	OVERHEAD DOOR & GATES
THE MULLEN COMPANY	PLUMBING CONTRACTOR
MURRAYSMITH INC.	ENGINEERING
MY STREET MARKET BY WHOLE FOODS MARKET	MOBILE GROCERY MARKET
NEW SYSTEM LAUNDRY LLC	LINEN SUPPLY
NICK S. CLARK MASONRY INC.	MASONRY
NORTH SKY COMMUNICATIONS LLC	TELLECOMM/WIRELESS
NORTHSTAR ALARM SERVICES	SECURITY ALARM SYSTEM
NORTHWEST CASCADE INC	PORTABLE TOILET/RENT/CONSTR
NORTHWEST CONTROL CO.	HVAC
	TALL/MAINTAIN SPECIAL HAZARD SYSTEMS
OEG INC	ELECTRICAL CONTRACTOR
OREGON INTERIORS INC	CONSTRUCTION
	YWALL, METAL STUD & ACOUSTICAL
P. DICKINSON ELECTRIC INC.	ELECTRICIAN
PACE EQUIPMENT CO.	MATERIAL HANDLING EQUIPMENT
PACIFIC SEA FOOD CO.	WHOLESALE FOOD DISTRIBUTION
PACWEST ELECTRIC INC.	FLECTRICAL CONTRACTOR

^{*}Denotes In-Home Business

PARR LUMBER COMPANY	RETAIL BUILDING MATERIALS
PATRIOT FIRE PROTECTION INC.	INSTALL FIRE PROTECTION
PHI CONSTRUCTION INC.	GENERAL CONTRACTOR
POINTE PEST CONTROL-OR LLC	PEST CONTROL SERVICES
PORTLAND MECHANICAL CONTRACTORS	MECHANICAL CONTRACTOR
PRAIRIE ELECTRIC INC.	ELECTRICAL CONTRACTOR
PROLINE PLUMBING & SEWER	24H PLUMBING SVC
RAM JACK WEST	FOUNDATION REPAIR - CONSTRUCTION
RAMOS' YARD MAINTENANCE	YARD MAINTENANCE
RAWHIDE ELECTRIC INC.	ELECTRICAL CONTRACTOR
RELEVANT BUILDING CO.	PREFABRICATED HOME BUILDER
RENTOKIL NORTH AMERICA INC.	PEST CONTRL/AIR DUCT CLNG/MNT SVCS
RICH BAILEY CONSTRUCTION LLC	BUILDING CONSTRUCTION
RICK SMITH CONSTRUCTION INC.	GENERAL CONTRACTOR
RICK'S CUSTOM FENCING & DECKING IN	C. FENCE & DECKING
ROBERT LLOYD SHEET METAL	HVAC CONTRACTOR
ROBERTSON & OLSON CONST. INC.	CONSTRUCTION
S & J FOOD DISTRIBUTORS LLC	WHOLESALE FOODS
SALEM SIGN CO. INC.	MFG & INSTALL & REPAIR SIGNS
SAFEGUARD FIRE EXTINGUISHER SVC	SERVICE/SALES OF FIRE EXTS.
THE SANKOZ CORPORATION	ROOFING CONTRACTOR
SEMLING CONSTRUCTION	GENERAL CONTRACTOR
SERVPRO OF LONGVIEW/KELSO	FIRE & WATER CLEANUP
SKY HEATING & A/C INC.	HVAC
SPECIALTY HEATING&COOLING LLC	HVAC
SPRAY-ON FOAM & COATINGS INC.	INSULATION/ROOFING
SRDH PLUMBING INC.	PLUMBING CONTRACTOR
STANLEY CONVERGENT SEC. SOL. INC.	FIRE & BURGLAR ALARM SYSTEMS
STONER ELECTRIC	ELECTRICAL CONTRACTOR
SUNLIGHT SOLAR ENERGY INC.	SOLAR INSTALLATION CONTRACTOR
SWIRE PACIFIC HOLDINGS INC.	WHOLESALE DIST. OF SOFT DRINK BEVERAGE/VENDING/SOLICITATION
TABUN CONSTRUCTION LLC	FLOORING
TAURUS POWER & CONTROLS INC.	ELECTRICAL TSTNG/CNSLTNG
TCD INTERIORS INC.	DRYWALL INSTALLERS/INSULATION
TENNESSEE CABLE SERVICE INC.	CABLE CONSTRUCTION
TERRA FIRM FOUNDATION SYSTEMS INC	C. CONSTRUCTION
THERAPEUTIC ASSOCIATES - SH PT	PHYSICAL THERAPY
TOLMIE ENTERPRISES INC.	CABINETS
TUBE ART DISPLAYS INC.	ELECTRICAL SIGN INSTALL/SERVICE
TWIN CITY GLASS CO. INC.	GLASS & GLAZING
TWIN CITY SERVICE	HVAC/RR INSTALL/SERVICE
UMPQUA DAIRY PRODUCTS CO.	DISTR DAIRY PRODUCTS/DELIVERY
UNITED FIRE HEALTH & SAFETY	FIRE EXTING. SALES/SRVC
UNIVERSAL FIRE EOUIPMENT INC.	FIRE EOUIPMENT

^{*}Denotes In-Home Business

UNITED STATES BAKERY	DAVEDY DDODUCTC DELIVEDY
	BAKERY PRODUCTS - DELIVERY
VEE-LEE AMUSEMENT	GAMES
VELOCITY THE GREATEST PHONE COMPANY EVER INC	RESELL COMMUNICATIONS, MANAGED DATA SERVICES
VIKING AUTOMATIC SPRINKLER	FIRE PROTECTION
VILARDI ELECTRIC	ELECTRICAL CONTRACTOR
WAYNE MAYO CONSTRUCTION	CONSTRUCTION - REMODEL
WEST COAST METAL BUILDINGS INC.	CONTRACTOR/MANUFACTURER
WESTERN COLLECTION BUREAU INC.	FINANCIAL SERVICES (COLLECTIONS)
WESTERN PARTITIONS INC.	CONSTRUCTION
WESTERN STATES FIRE PROTECTION CO.	FIRE PROTECTION CONTRACTOR
WESTSIDE GUTTER SYSTEMS & SUPPLY LLC	GUTTER SERVICE
WILLEMSE GLASS	GLAZING
WILLIAM STANLEY & SONS PAVING LLC	ASPHALT PAVING, SEAL COATING
WOLFERS INC.	HVAC
WORLD WIDE ATM LLC.	ATM PLACEMENT

RENTALS - 2020

ARROWSMITH APARTMENTS	APARTMENT RENTALS
BIG RIVER APARTMENTS LLC (BRADLEY ST)	LOW INCOME APARTMENTS
BIG RIVER APARTMENTS LLC (244 N 14 TH)	LOW INCOME APARTMENTS
BIG RIVER APARTMENTS (144 N 14 TH ST)	LOW INCOME APARTMENTS
COLBERT H. CANNON	RESIDENTIAL RENTAL
D & J RESIDENTIAL RENTALS	RESIDENTIAL RENTALS
FAWNWOOD LTD (RES RENTALS)	RESIDENTIAL RENTALS
FRANKLIN MANOR APTS.	APARTMENT COMMUNITY
HIDDEN OAKS APARTMENTS	APARTMENT RENTALS
JEFF & KAREN REINAN (RENTALS)	RESIDENTIAL RENTALS
LAUTT RENTALS	RESIDENTIAL RENTALS
JILLSON INVESTMENTS	RESIDENTIAL RENTALS
JIM DIAS	RESIDENTIAL RENTALS
LORRAINE CALCAGNO	RESIDENTIAL RENTALS
MCCORMICK APARTMENTS	APARTMENT RENTALS
MM PROPERTIES	RESIDENTIAL RENTALS
NOB HILL RIVERVIEW	HOME STAY
PAUL KRENZ	DUPLEX
PAUL THAYER SUNSET MANOR APTS.	APARTMENT RENTALS
R & D PROPERTIES	HOME RENTALS
RIVERVIEW APARTMENTS	APARTMENT RENTALS
ROBERT TRACEY (RENTALS)	RESIDENTIAL RENTALS
SHERI L. MELLING INVESTMENTS	RESIDENTIAL RENTALS
ST. HELENS MARINA, LLC	RV PARK

^{*}Denotes In-Home Business

ST. HELENS MARINA, LLC	RESIDENTIAL RENTALS
ST HELENS RIVERFRONT LLC	APT. RENTAL
STEEL APARTMENTS%CURNUTT	APARTMENT RENTALS
STORK RENTALS	RESIDENTIAL RENTALS
TOM & DEBBIE CLARKE	RESIDENTIAL RENTALS
TROPICANA COURT/HOLZ	4 PLEX/ RESIDENTIAL RENTALS
TWO RIVERS APTS - ST. HELENS	APARTMENT RENTALS
VANDEHEY PROPERTY MANAGEMENT	RESIDENTIAL RENTAL
1	
AMERICAN PROPERTY MANAGEMENT	COMMERCIAL RENTALS
BONNIE & BENNY SHARP	COMMERCIAL RENTALS
BTP CAGES LLC	COMMERCIAL RENTAL
COLUMBIA COMMONS, LLC	COMMERCIAL RENTALS
FAWNWOOD LTD (COMM RENTALS)	COMMERCIAL RENTALS
JESSE JOHNSTUN RENTALS	COMMERCIAL RENTALS
PAUL & KEN STANSBURY	COMMERCIAL RENTALS
PDX PROPERTIES (COMM)	COMMERCIAL RENTALS
VANNATTA & PETERSEN (COM'L RENTAL)	COMMERCIAL RENTALS
WINDHAM LLC	COMMERCIAL RENTALS

MISCELLANEOUS - 2018

	ST. HELENS MARINA, LLC	RESIDENTIAL RENTALS
	ST HELENS RIVERFRONT LLC	APT. RENTAL
	STEEL APARTMENTS%CURNUTT	APARTMENT RENTALS
	STORK RENTALS	RESIDENTIAL RENTALS
	TOM & DEBBIE CLARKE	RESIDENTIAL RENTALS
	TROPICANA COURT/HOLZ	4 PLEX/ RESIDENTIAL RENTALS
	TWO RIVERS APTS - ST. HELENS	APARTMENT RENTALS
	VANDEHEY PROPERTY MANAGEMENT	RESIDENTIAL RENTAL
	AMERICAN PROPERTY MANAGEMENT	COMMERCIAL RENTALS
	BONNIE & BENNY SHARP	COMMERCIAL RENTALS
	BTP CAGES LLC	COMMERCIAL RENTAL
	COLUMBIA COMMONS, LLC	COMMERCIAL RENTALS
	FAWNWOOD LTD (COMM RENTALS)	COMMERCIAL RENTALS
	JESSE JOHNSTUN RENTALS	COMMERCIAL RENTALS
	PAUL & KEN STANSBURY	COMMERCIAL RENTALS
	PDX PROPERTIES (COMM)	COMMERCIAL RENTALS
	VANNATTA & PETERSEN (COM'L RENTAL)	COMMERCIAL RENTALS
П	WINDHAM LLC	COMMERCIAL RENTALS

BUSINESS LICENSE REPORT

City Department Approval: 12/2/2019

The following occupational business licenses are being presented for City approval:

RESIDENT BUSINESS	S – RENEWAL 2020
Armstrong World Industries	Manufacturing Ceiling Tiles
Betty Boudiette	Coloring & Cutting
Columbia Tavern	Full on Premises Restaurant
D & M Soltero LLC	Fast Food Restaurant
D & M Soltero LLC	Fast Food Restaurant
D.R. Garrison / CPA & P.C.	CPA-Accounting/Tax
Drake's Towing & Recovery	Towing & Storage
El Tapatio Restaurant	Restaurant
Happy Garden Chinese Restaurant	Restaurant
Healthy Nais	Nails
*Lina's Complete Cleaning Services LLC	Home & Office Cleaning Services
*Mental Happiness	Proffessional Services/Organizational
Molly's Market	Retail
Monkey Tree on Old PDX Road	Childcare Center
*NW Pugs	Kennel
Pacific Bells LLC/Taco Bell #15521	Restaurant
Rite Aid #5333	Retail Pharmacy
Shear Perfection	Hair Salon
St. Helens Liquor Store	Liquor Store
Storage Pal LLC	Outdoor Storage
V & J Sales	Secondhand Dealer
Vault Elite Cheer	Tumble & Cheer Gym
Vital Health Center Inc	Acupuncture/Alternative Health Care
*Wild Hands Hair Studio	Hair Services & Relevant Retail
 RESIDENT BUSINE	SS - NEW 2019
 NON-RESIDENT BU	JSINESS - 2020
Acuren Inspection	Non-Destructive Testing
Auto-Chlor System of OR	Commercial Dishwashers Service/Lease
Balzer Painting Inc.	Painting Contractor
Black Hawk Homes LLC	Home Construction
BT Americas Inc.	Communication Related Services
Champion Hardwoods LLC	Hardwood Flooring Install/Sand/Finish

ecoATM LLC	Buy-Back of Used Electronics for Cash
Farmer Bros. Co.	Wholesale Coffee & Restaurant Supplies
Flori Construction Inc.	Concrete Construction
Haven Spa & Pool & Hearth	Spa Pool & Hearth Services & Sales
Orkin Exterminating Co. Inc.	Pest Management Services
Performance BLVD Products Inc	Building Industry
Richard P Smith Concrete Inc.	Residential Concrete Flatwork
Santana Painting Corp.	Painting
Sky Bark LLC	Barkdust Blowing
Temp Control Mechanical Svc	General Contractor
Trademark Landscapes Inc	Landscape Installation
 RENTALS - 2	2020
Davis-Rich Properperties	Commercial Rental
American Homes 4 Rent LP	Rental Property Company
Gable Park Apartments	Apartment Building
Robert E Ellingwood III Testamentary Trust	Residential Rentals

BUSINESS LICENSE REPORT

City Department Approval: 12/16/2019

The following occupational business licenses are being presented for City approval:

 RESIDENT BUSINESS – RENEWAL 2019		
 RESIDENT BUSIN	IESS – NEW 2019	
*Eriks Transmission Services	Transmission Repair	
NON-RESIDENT BU	SINESS - 2019	
Alegis Construction Inc	Construction	
D & D Construction LLC	General Contractor Remodel	
Left Coast Exteriors LLC	Roofing, Gutters, Siding & Windows	
Lonny Brady Excavating	Excavating & Grading	
New Exteriors LLC	General Contractor	
Rental Housing Maintenance Services Inc	Maint Repairs & Remodel of Rental Prop	
Theroux Northwest	Manufacted Home Installation	
Ultimate Comfort (DRT)	Heating Cooling	
 RENTALS - 2019		

BUSINESS LICENSE REPORT

City Department Approval: 12/16/2019

The following occupational business licenses are being presented for City approval:

 RESIDENT BUSINESS	– RENEWAL 2020
2 Broke Girls & A Guy	Secondhand Dealer / Household Items
Act 1 Essentials	Process Essential Oils
Akaan Architect & Design LLC	Professional Architectural Services
Anytime Fitness	Athletic Club
*Automotive Services	Automotive Repair
*Blue Heron Septic & Drain Services Inc.	Sewer & Drain Cleaning
Chevron St Helens	Gas Station/Retail Store
Clarissa Marsh	Re-Sale
Columbia River Dental	Dental Office
Columbia River Natural Medicine LLC	Medical Practice
David Box	Secondhand/Antique Mall
*Eriks Transmission Services	Transmission Repair
Emmert Auto Glass	Automobile Glass Installation
Emmert Chev Buick Pontiac Inc.	Auto Sales & Service
Fat Dog Farms	Repurposed Items/Plants/Crafts
Forest Park Adult Care Home	Adult Foster Home
Genoa Healthcare	Pharmacy
Harrington's Clothing Inc.	Retail Clothing
Horcraffer Law P.C.	Law Office
HRB Tax Group	Tax Preparation
*Julie Frank House Cleaning	House Cleaning
*J.S Home Improvements	Home Improvements
Kinnear Specialties Inc.	Hydraulic Sales & MFG
Letica Corporation	Manufacturing
Lower Columbia Engineering	Engineering Consulting
Mailboxes Northwest	Mailing Services
Nessy's Nick Nacks	Antique Sales
North Lake Physical Therapy & Rehab LP	Outpatient Physical & Occupational Therapy
Olsen & Horn LLC	Law Office
Oregon Fusion Farms LLC	Industrial Hemp
Oregon Trail Lanes	Bowling Center
Pinpoint Acupuncture Clinic	Acupuncture Chinese Medicine
The Pour House	Bar & Grill
Rainshadow Labs	Manufacturing
Real Eve Zing Art LLC	Art Design & Rody Art

Richardson's Furniture	Retail Furniture
Rooted Relaxation Massage Therapy	Massage Therapy
*Russells S Morrone	House Cleaning
Scappoose Bus & Tax Serv Inc.	Tax & Bookkeeping Services
Solagen Incorporated	Manuf, Eng & Consulting
*TLH Enterprises	Dump Trucking
*Tony Mandella's Fin Carpentry	Contractor
*topmop Housecleaning Service	Housecleaning
*Under Pressure Inc.	Exterior Cleaning Service
The Village Inn Restaurant & Motel 6	Restaurant & Motel
Vonnie's Doghouse & Supplies	Dog Grooming
*West Coast off Road	Internet Sales/Auto Accessories
West Street Grocery	Retail Grocery
Wilcox & Flegel (Div/Wilson Oil)	Oil Distribution
Yogd LLC	Distillery
RESIDENT BUSINESS	
Columbia County Bistro LLC	Restaurant
*Mlaird Enterprises Inc.	Real Estate Services
Royalty Products LLC	Storage/Warehouse
NON-RESIDENT BUS	INESS - 2020
Ameresco Inc.	General Contractor
American Exterm. Plus, Inc.	General Contractor Extermination Company
American Exterm. Plus, Inc. Anderson Roofing Co., Inc.	Extermination Company Commercial Roofing Contractor
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC	Extermination Company
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc.	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc.	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group Breaking Ground Excavation Inc.	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction Reconstruction Excavation
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group Breaking Ground Excavation Inc. Carolyn Jenkins Painting	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction Reconstruction Excavation Maintenance Property
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group Breaking Ground Excavation Inc. Carolyn Jenkins Painting Cascade Pools	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction Reconstruction Excavation Maintenance Property Pool Builder
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group Breaking Ground Excavation Inc. Carolyn Jenkins Painting Cascade Pools Cascade Radon Inc.	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction Reconstruction Excavation Maintenance Property Pool Builder Radon Testing & Design Mitigation
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group Breaking Ground Excavation Inc. Carolyn Jenkins Painting Cascade Pools Cascade Radon Inc. Comcast Business Class Security	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction Reconstruction Excavation Maintenance Property Pool Builder
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group Breaking Ground Excavation Inc. Carolyn Jenkins Painting Cascade Pools Cascade Radon Inc. Comcast Business Class Security Cook Security Group Inc.	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction Reconstruction Excavation Maintenance Property Pool Builder Radon Testing & Design Mitigation
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group Breaking Ground Excavation Inc. Carolyn Jenkins Painting Cascade Pools Cascade Radon Inc. Comcast Business Class Security Cook Security Group Inc. Cygnus Home Service, LLC DBA Schwan's	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction Reconstruction Excavation Maintenance Property Pool Builder Radon Testing & Design Mitigation Commercial Security Alarm & Prem MGM Financial Security Equip Install/SVC Frozen Food Delivery
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group Breaking Ground Excavation Inc. Carolyn Jenkins Painting Cascade Pools Cascade Radon Inc. Comcast Business Class Security Cook Security Group Inc. Cygnus Home Service, LLC DBA Schwan's De Temple Company, Inc.	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction Reconstruction Excavation Maintenance Property Pool Builder Radon Testing & Design Mitigation Commercial Security Alarm & Prem MGM Financial Security Equip Install/SVC Frozen Food Delivery Plumbing & HVAC SRVCS
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group Breaking Ground Excavation Inc. Carolyn Jenkins Painting Cascade Pools Cascade Radon Inc. Comcast Business Class Security Cook Security Group Inc. Cygnus Home Service, LLC DBA Schwan's De Temple Company, Inc. Dormakaba USA Inc.	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction Reconstruction Excavation Maintenance Property Pool Builder Radon Testing & Design Mitigation Commercial Security Alarm & Prem MGM Financial Security Equip Install/SVC Frozen Food Delivery Plumbing & HVAC SRVCS Install, Service, Sell Comm Auto Door
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group Breaking Ground Excavation Inc. Carolyn Jenkins Painting Cascade Pools Cascade Radon Inc. Comcast Business Class Security Cook Security Group Inc. Cygnus Home Service, LLC DBA Schwan's De Temple Company, Inc. Dormakaba USA Inc. Empire Rubber & Supply Co	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction Reconstruction Excavation Maintenance Property Pool Builder Radon Testing & Design Mitigation Commercial Security Alarm & Prem MGM Financial Security Equip Install/SVC Frozen Food Delivery Plumbing & HVAC SRVCS Install, Service, Sell Comm Auto Door Industrial Rubber Prod. Distr.
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group Breaking Ground Excavation Inc. Carolyn Jenkins Painting Cascade Pools Cascade Radon Inc. Comcast Business Class Security Cook Security Group Inc. Cygnus Home Service, LLC DBA Schwan's De Temple Company, Inc. Dormakaba USA Inc. Empire Rubber & Supply Co Environmental Works	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction Reconstruction Excavation Maintenance Property Pool Builder Radon Testing & Design Mitigation Commercial Security Alarm & Prem MGM Financial Security Equip Install/SVC Frozen Food Delivery Plumbing & HVAC SRVCS Install, Service, Sell Comm Auto Door Industrial Rubber Prod. Distr. Environmental Services
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group Breaking Ground Excavation Inc. Carolyn Jenkins Painting Cascade Pools Cascade Radon Inc. Comcast Business Class Security Cook Security Group Inc. Cygnus Home Service, LLC DBA Schwan's De Temple Company, Inc. Dormakaba USA Inc. Empire Rubber & Supply Co Environmental Works Eric Swanson Outdoor LLC	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction Reconstruction Excavation Maintenance Property Pool Builder Radon Testing & Design Mitigation Commercial Security Alarm & Prem MGM Financial Security Equip Install/SVC Frozen Food Delivery Plumbing & HVAC SRVCS Install, Service, Sell Comm Auto Door Industrial Rubber Prod. Distr. Environmental Services Fishing Guide Service
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group Breaking Ground Excavation Inc. Carolyn Jenkins Painting Cascade Pools Cascade Radon Inc. Comcast Business Class Security Cook Security Group Inc. Cygnus Home Service, LLC DBA Schwan's De Temple Company, Inc. Dormakaba USA Inc. Empire Rubber & Supply Co Environmental Works Eric Swanson Outdoor LLC GLV Enterprise Inc.	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction Reconstruction Excavation Maintenance Property Pool Builder Radon Testing & Design Mitigation Commercial Security Alarm & Prem MGM Financial Security Equip Install/SVC Frozen Food Delivery Plumbing & HVAC SRVCS Install, Service, Sell Comm Auto Door Industrial Rubber Prod. Distr. Environmental Services Fishing Guide Service Window & Door Replacement
American Exterm. Plus, Inc. Anderson Roofing Co., Inc. ARJAE HVAC & Mechanical Services LLC B & B Air Cond & Heating Inc. BEK of Alaska Inc. Belfor USA Group Breaking Ground Excavation Inc. Carolyn Jenkins Painting Cascade Pools Cascade Radon Inc. Comcast Business Class Security Cook Security Group Inc. Cygnus Home Service, LLC DBA Schwan's De Temple Company, Inc. Dormakaba USA Inc. Empire Rubber & Supply Co Environmental Works Eric Swanson Outdoor LLC	Extermination Company Commercial Roofing Contractor Sheet Metal Fab, HVAC Inst & Serv HVAC Sales/Service Construction Reconstruction Excavation Maintenance Property Pool Builder Radon Testing & Design Mitigation Commercial Security Alarm & Prem MGM Financial Security Equip Install/SVC Frozen Food Delivery Plumbing & HVAC SRVCS Install, Service, Sell Comm Auto Door Industrial Rubber Prod. Distr. Environmental Services Fishing Guide Service

^{*}Denotes In-Home Business

Huser Integrated Technologies	System Integrator
Hudson Portable Toilet Service	Toilet Service
Industrial Tire Service Inc.	Tire Sales & Repair Delivery
Installed Building Products-Portland LLC	Insulation Contractor
Johnson Controls Security Solutions LLC	Electrical Security Systems
Juan's Yard Maintenance	Yard Maintenance
Karm Safety Solutions	Safety Consultant
KJ Security Solutions & Locksmith LLC	Locksmith
Lawrence Oil Company	Oil Distributorship/Cardlock
Mackenzie Engineering Inc.	Architecture/Engineering
Mark's Custom Exterior Inc.	General Contractor
Maletis Beverage	Wholesale Beverage Distributor
Modern Plumbing	Plumbing Contractor
National Entertainment Network, LLC	Vending/Amusement
Olson LLC	Contracting
Oregon-Aire Inc.	HVAC Commercial Contractor
Pacific Northwest HVAC	HVAC
Parker Concrete Inc.	Concrete Construction
Peak Electric	Electrical Contractor
Point Monitor Corporation	Low Voltage Systems Installation & Serv
Rose Heating	HVAC
Scappoose Sand & Gravel Co	Landscape Products
Secure Pacific Corp	Sell, Install & Service Security Systems
Smart Home Pro Inc.	Door to Door Sales
Snyder Roofing of Oregon LLC	Roofing
Stalcup Roofing & Construction LLC	Roof & Construction
TFT Construction Inc.	Trucking & Excavation
T & K Mechanical	Mechanical Contractor
Tide Creek Aggregates LLC	Rock Crushing & Mining
TJ's Roofing	Roofing
Triplett Wellman Inc.	Commercial Construction
UPS Inc.	Parcel Delivery
Vivint Inc.	Install, SRVS, Monit, Home Automation
Wood Family Heating LLC	Heating
 RENTALS -	2020
 KENTALS	2020
Bells Drafting & Const. Inc.	Residential Rentals
Don Woshnak	Duplex Rentals
EIB Enterprises	Residential Rentals
Parkside Apts/Hickey	Apartment Rentals
Jim Semling-Apartments	Apartment Rentals
The Village Inn Restaurant & Motel 6	Motel 6
The Village Inn Restaurant & Motel 6	RV Park & Studios

\sqcup	virk investments inc. DBA Best Western	Hospitality/Lodging-Hotel
	Wayne Weigandt Rentals	River city Rentals
	White Swallow Cabanas LLC	Rental-House/Apt
	Bond Plaza LLC	Commercial Rentals
	First Student Inc. (Comm'l Rent)	Commercial Rental
	Jim Semling-Commercial Rentals	Commercial Rental Units

Suggestion Boxes

City Hall - 1st Floor Lobby

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
11/12/19	Heidi Davis was very accommodating today by notarizing a document for me, which saved a lot of time.	Give Heidi a raise.	No	David Sass		1/15/20	John Walsh		

City Hall - Municipal Court Lobby

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
12/5/19	None	We need a crosswalk at the Library.	No	John Eberhard		1/15/20	Margaret Jeffries		

City Hall – Water Department Lobby/ 2^{nd} Floor Lobby/ City Hall –Council Chambers Lobby

Date			Response	Name and Contact	Overall Customer	Date to Council	Staff	Staff Follow-up	Date
Received	Comment	Suggestion	Requested?	Information	Service Rating	for Review	Assigned	Actions	Closed

None received.

Library

		Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
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None received.

City of St. Helens

City Council Queue

Council Meeting Date	lssue/Task	Status Update	Person(s)	Deadline Date Update Date Completion Date
	Audobon Society (brought up by Councilor Carlson)			
	Local Attorney at City Council Meetings (brought up by Council President Morten)			
	Municipal Broadband		John Walsh	

PUBLIC WORKS MEMO

То:	The Mayor and Members of City Council	
From:	Sue Nelson, Interim Public Works Director	
Date:	15 January 2020	City of St. Helens
Subject:	December Public Works Department Activity Summary	FOUNDED 1850

Engineering

- 1. Reviewed the draft layout for the S. 1st & St. Helens Street improvement project.
- 2. Put project out for bids for watermain replacements on three city blocks.
- 3. Continue to work with the County, Consultant, and Contractor on the Gable Road project.
- 4. Providing active oversight and inspection for four active construction projects.
- 5. See complete report.

Parks

In addition to cleaning restrooms, general parks maintenance, and collecting garbage:

- 1. Inspected playground equipment and made repairs and various parks.
- 2. Received new self-locking doors for restrooms and started assembly.
- 3. Repaired a water leak, a drinking fountain, and a sump pump at McCormick Park.
- 4. Decorated the Christmas tree in the Plaza and prepped for the tree lighting ceremony.
- 5. See complete report.

Public Works Operations & Maintenance

- 1. Put up Christmas lights and decorations in the Plaza and on Strand Street, Columbia View Park.
- 2. Worked on rebuilding the staircase at Grey Cliffs Park.
- 3. Pro-actively prepped catch basins, storm grates, etc. in advance of predicted rain-ageddon.
- 4. Did more clearing and trimming on the highway landscape strip.
- 5. Serviced and/or made repairs on 28 vehicles and/or equipment.
- 6. Responded to four after-hours call-outs.
- 7. See complete reports.

Water Filtration Facility

- 1. Produced 38.5 million gallons of filtered drinking water, an average of 1.24 million gal/day.
- 2. Arranged to have the new uninterrupted power supply installed.
- 3. Scheduled annual smoke alarm and fire system testing.

Waste Water Treatment Plant

- 1. Performed maintenance on pump station generators with JMF staff.
- 2. Cleaned screens on the headworks.
- 3. Replaces faulty hose on chlorine pumping system.
- 4. Started work to install insulation in Secondary building.
- 5. See complete report.



Engineering Department Status Report

7 January 2020



DEVELOPMENT PROJECTS

Greystone Estates Subdivision

Construction continues to move forward on the 80-lot subdivision located between Kelly Streets and Commons Drive. The Developer is on track to complete the new sanitary sewer, storm drain, water, and streets by mid-2020.

St. Helens Place Apartment Project

Frontage improvements are under construction on Matzen Street and McBride Street including widening the streets and installing new sidewalks and lighting, and constructing a new half-street, Brayden Street, on the south side of the development. The approved public improvements include new storm drainage, extension of the water and sanitary sewer systems, and street trees around the entire site. The new apartment buildings are being constructed concurrently with the public improvements.

Columbia Vet Clinic

This remains an active construction site, the majority of the work is the office construction but they continue to work on the new storm drainage system. They have encountered some unanticipated challenges along the way but we have worked through these with the Developer and Contractor to resolve the majority of the issues.

Hanna's Place Development

Still no new activity on this project since the pre-construction meeting was held for the public improvements. This project will be a 10-lot subdivision on N. 15th Street, north of St. Helens Street

N. 9th & Wyeth Street Development

It is anticipated that the watermain will be constructed within the next several weeks.

Control Solutions Development at McNulty & Industrial Way

No change in status on this project: Plans for the public improvements have been submitted but they have not completed the Plan Review application or paid the required review fee. Staff is coordinating with their design engineer to complete this process.

New Middle School Project

Work is ongoing on the frontage improvements, which include widening the street, storm drain improvements, and sidewalks around the perimeter of the site on N. 16th and West Streets.

Potential Subdivision, Hankey Road

Attended a pre-application meeting for a potential new 21-lot subdivision on recently annexed property located off of Hankey Road between the Sunset Heights and Elk Ridge subdivisions.

STREET AND TRANSPORTATION PROJECTS

Gable Road Improvement Project

The Contractor is concentrating on installing curbs and sidewalks on the north side of the roadway and then will move to complete these on the south side of the road. Once the sidewalks are complete, the roadway will be paved for the full length of the project and the bicycle lanes striped. This is a joint Columbia County – City of St. Helens project.

N. Vernonia Road Sidewalk Project

An updated schedule has been submitted by the design consultant, anticipating the project to be out for bids in May 2020 and construction between June and September 2020.

McNulty Way Frontage Improvements

As-built drawings have been submitted. This project is now complete.

Wayfinding Installation Project

The contractor is preparing to correct the signage that was printed incorrectly and is tentatively scheduled to install the corrected materials during the week of January 13-17.

S. 1st Street and St. Helens Street Intersection Improvement Project

Engineering staff met with the consulting team to review the preliminary designs and refine some of the potential options. Updated drawings will be presented to the Council during a February Work Session.

Columbia Boulevard Sidewalk Safe Routes to School Grant Project

The scope of work developed by Engineering staff was reviewed by the project consultant who is now working on the final schedule and costs. A personal services contract should be finalized within the next couple of weeks to formally kick off the start of the project design phase. Construction is tentatively scheduled for 2021.

WATER SYSTEM PROJECTS

2MG Reservoir Rehabilitation Project

The Contractor is reviewing the results of testing that was performed on portions of the liner in late 2019. They will submit a proposal for a final solution to resolve the issues.

Various Waterline Improvements Project

A project is currently out to bid to replace watermains on N. 7th, N. 9th, and N. 11th Streets. These locations have undersized mains as identified in the most current Water Master Plan and should be upsized to provide better water service and allow for compliant fire hydrants in those areas. The bid opening is scheduled for January 28, 2020 with an anticipated award date of February 5, 2020.

MISCELLANEOUS PROJECTS AND ACTIVITIES

Right-of-Way and Construction Permits

There was one permit issued in December to Multi-Tech Engineering for plan review of street and storm drain improvements on Matzen and Brayden Streets.

Miscellaneous Projects

Continuing to work with Planning, Parks, and Public Works staff to implement various improvements in the Parks and improve the Highway strip landscaping.

Participated in phone conference for the American Public Works Association Oregon Chapter Scholarship Foundation Board – Director has been voted on as a board member.

Training Workshops and Committee Meetings

Two engineering staff attended a training seminar on High Impact Communication Skills offered by Columbia County.

Participated in the monthly Columbia County Traffic Safety Commission meeting.

Facilitated the monthly Joint Utility Coordinating meeting with representatives of the major franchise utilities.



Parks Department for December 2019



Daily duties were performed which include: cleaning restrooms, garbage pickup, and general parks maintenance.

Cleared the storm drain at McCormick Park Ground stumps in the highway landscape strip Located trees to be replanted at the 0.2MG reservoir

Inspected playgrounds

Repaired Campbell Park play structure

Blew the leaves off the playgrounds at McCormick and Campbell parks

Drinking fountain repair at McCormick Park

Checked on a tree at S. 7th and Plymouth

Cleaned the Library flower beds

Pruned the bushes and trees at the Library

Removed leaves from 6th Street Park

Repaired the sump pump at McCormick shop

Repaired playground at Columbia View Park

Mounted the sign for the Christmas tree

Removed a downed tree at McCormick Park

Researched playgrounds and presented them to Park Commission

Park Commission

Ordered new locks for the new restroom doors for

McCormick and Columbia View parks

Put lights on the Christmas tree

Took cardboard in to be recycled

Cleaned the lunchroom at the Parks Shop

Blew off leaves from the Veterans Memorial

Removed picnic tables from along Milton Creek

Repaired a water leak in the McCormick Park restrooms

Assembled new self-locking restroom doors

Reserved dock space for the Christmas ships

Located the Santa decoration that was stolen from

the Parks Shops building

Blew off leaves at Campbell Park

Took fire barrels to the plaza for the tree lighting

ceremony

Put the electric panel back on at the docks

Downed a dead tree at Nob Hill Nature Park

Removed a downed tree from the disc golf course

Pruned the bushes and trees at Columbia View

Park

Cleaned up vandalism at Campbell Park restrooms

Removed debris from the trails at McCormick Park

Checked the fire damage at Columbia View

restrooms

Removed poop from the alleyway at City Hall

Placed a portable restroom at Columbia View

restrooms until repairs can be completed

Vandals broke the yard hydrant at Campbell Park

Cleaned the camera at McCormick Park

Moved the portable toilet from Public Works to

the Boise lot

Returned a shopping cart that was left at the

Library

Changed the locks on the restroom doors at

Campbell Park

Public Works Work Report December 2019

Water Dept:

Read meters and heavy users

Installed one new meter & replaced one meter

Turned off and on 43 delinquents

Replaced sample station at 310 Belton Rd.

Installed service at 455 S. 4th St.

Put up Christmas lights and decorations

Moved water service at Columbia Tavern

Repaired leak at 35197 Aubuchon Dr.

Cleared catch basins & manholes & set up mega-bagger for storm preparation

Cold patched around wayfinding signs

Helped build stair at Grey Cliffs Park

Sewer Dept:

Repaired storm line at McCormick Park

Worked on highway strip

Unplugged sewer pump station

Put up Christmas lights and decorations

Made new sewer tap at 58865 Firlok Park Blvd.

Unplugged sewer at 1944 Tualatin St.

Cleared storm grates and catch basins and staged pump on S. 14th St. for storm preparation

Made new sewer tap at Columbia Tavern

Made 2 new sewer taps on S. 2nd St.

Made new sewer tap at 164 Little St.

Made new storm tap at 344 N. 10th St.

Put pit run in storm ditches on Sykes Rd. & N. Vernonia Rd.

Cleaned out Stimpson building

Call-Outs

Sparking powerlines at Alderwood & Columbia Blvd. – PUD showed up to repair

Checking for flooding during heavy rain

Tree across road on N. 6th St. by Forest Park Dr.

Stop sign down from wreck at S. 18th St. & Plymouth St.

Miscellaneous:

Swept streets

Marked 51 locates

Checked wells & reservoirs daily

December 1st to 31st

Dec. 2nd

PW #25 Full-service coolant and flow complaint was that the heater was not working

Seems to work fine now

PW #55 Replaced the right-hand rear outside tire and wheel

PW Moved the sander back to its spot in the bay form the sweeper shed

Dec 3rd

PW #25 Installed a new air filter and checked the transmission fluid

PW #23 Checked for an oil leak found nothing leaking

PW Checked on the equipment

Dec 4th

PW #5 Looked at the mini excavator the pin that holds the main boom to the excavator fell out

reinstalled the pin and need to find a lock pin

PW #10 Put air in the rear tire of the backhoe

Dec 5th

PW Put cones out downtown to block off the parking places

PW #5 Had a pin made for the mini excavator and put the pin into place that holds the main boom

together

Dec 6th

Brett Vacation day

Dec 9thth

Brett Vacation day

PW #78 Cleaned the excavator

Dec 10th

PW Helped move a pipe rack and load pipe onto it

Brett Vacation

Dec 11th

Office Computer work filled paper work

PW Took a chainsaw apart and cleaned out the clutch started the saw and was very hard to start, Removed the plug and checked for spark and checked the compression need to look at it some

more

Dec 12th

PW Worked on the chainsaw some more checked the piston and found that the intake side of the piston is burnt and that the saw had been run too lean maybe wrong fuel mixture. Need to buy

a new one

Shop check and cleaned the sump pump in the compressor room

Dec 13th

Shop Cleaned the restroom and shop sink swept the floor

PW #7 Test drove the truck found it to be making a terrible noise from the top side of the engine Think it might be the timing chain and guides brought the truck to the shop and helped removed all the tools and plumbing supplies from the truck and put them into #17

WWTP checked the batteries in the generators and the checked the charging system in one

Found that it was over charging needs to come to the shop

Keith vacation day

Dec. 16th

PW #52 Added coolant checked for leaks

WWTP Installed a new battery in the portable 80 KW generator

WWTP Removed the alternator from the 60 KW generator

Shop Clean up

Dec 17th

PW #52 Added more coolant

WWTP Added coolant to the generator and also installed the alternator test ra the unit and checked voltage to the battery everything was fine

PW Started the Mega bagger and filled with fuel

PW #22 Moved the Mack from the Stimpson building back to the public works shop

Dec 18th

PW Hauled sand from Scappoose to St. Helens public work shop

PW #55 Found a hydraulic leak on the hydraulic block that runs the sweeper tightened the fitting that was loose

PW Went over the Mega bagger with a group of volunteers on how to run it

Dec 19th

City Hall Safety meeting

PW Checked on the equipment PW Sharpened a chainsaw

Dec 20th

Shop Cleaned the shop and restroom Parks Checked on the equipment

Dec 23rd to 27th
Brett Vacation

Dec 30th

PW #28 Put air in the right front tire Brett Gone 2.5 hrs. early sick leave

Dec 31st

Brett Sick leave



City of St. Helens, Oregon

Public Works Water Filtration Facility PWS 4100724 P.O. Box 278 St. Helens, OR 97051



Water Filtration Facility Journal December 2019

Water Production: 38.5 million gallons, which averages 1.24 million gallons per day

Week 1 Produced and sent November OHA reports to the State. Performed monthly check on fire extinguishers. Sent sewer readings to Columbia City public works.

Week 2 Scaffolding gathered up by Roger for City Hall project. Received replacement UPS unit for WFF computers, contacted Advance Electric to have them remove failed UPS and install new UPS for us. Met with Sue, Dave and Darin about SCADA computer needs. Made arrangements for Advance electric to install new UPS unit next week. Ordered chlorine to be delivered the Monday of the week of Christmas holiday. Met with Charles from Toray membranes, direct replacement modules for PALL systems out of California.

Week 3. Advance electric scheduled for being here this week to install UPS unit. The fire alarm notification system is malfunctioning and bringing in the alarm every 4 to 5 hours all weekend long. Alarm center put the alarm notification on suspension until Monday afternoon, we hope to have the fire alarm contractor arrive on site and take care of the problem. According to the monitoring panel, and it appears that we have a failed smoke alarm sensor in the chemical storage room.

Advanced electric connected the UPS unit to electricity for us, we put it into service the next day as the instructions directed us to do after it had time to charge the internal batteries. Received notice from the fire marshal that our annual smoke alarm and sprinkler system is due for inspection, contacted United Fire to make the arrangements for them to come out to our facility, and city shops, for our yearly maintenance.

Week 4. Chlorine delivery. United Fire is acquiring a photo sensor unit for our smoke alarm system and will install that when they receive the unit. Also, they are scheduled to do our *annual* testing of the smoke alarms and fire system in January.

Week 5. Very chaotic work week, New Year is upon us mid-week for a day. Guy calibrated quarterly turbidimeters.

Howie Burton, City of St. Helens – Public Works Filtration Facility Supervisor and Operator

WWTP Monthly Operations and Maintenance Report December 2019

To: Sue Nelson

From: Aaron Kunders

Secondary System Report

- 12/8-Used air compressor and cleaned out sample line from pump.
- Replacing drop ceiling with better insulation in Secondary building.
- 12/28-Odors by outfall. DO-0.1mg/l. Turned aerator #10 to hand.

Primary System Report

• All normal monthly routines complete.

Pump Stations

- 12/11-PS#4-Built retaining wall to prevent control panel pad from being undermined.
- 12/16-Joint maintenance down to replace battery on generator #64. Also took generator #66 out to JM to get alternator replaced.
- 12/30-PS#7-High level alarm followed by level normal. Checked on it and saw large amounts of foam in the wetwell that may have interfered with the ultrasound reading. Watched it cycle and everything appears back to normal.

Sodium Hypochlorite System

- gallons used this month.
- gallons used last month.
- 12/2-Replaced leaking hose in pump room.
- 12/23-Hypo delivery

Call-outs

• No after hour call-outs.

<u>Plant</u>

- 12/2-Replumbed septage receiving station.
- 12/3-AKS Surveyors on dyke and above lagoon.
- 12/6-Back door in lab "broke." Roger down to replace closing mechanism.
- 12/11-Cleaned headworks screens.
- 12/19-Got ready for storm.
- 12/23-Replaced stained and broken ceiling tiles in lab building.
- 12/30-Pumping down North contact tank. Pump tripped breaker and will not reset. Arne here on the 31st to troubleshoot and found the pump is no good.

Pretreatment

- 12/10-Flushed septage receiving station piping.
- 12/12-Inspection and split sample at Cascades.

Other

- 12/5-Copper BLM testing on river.
- 12/10-Used come-along and chain to remove log from storm water outfall pipe by trestle.

Next Month

- Quarterly sampling
- Sam Ortiz, the new Pretreatment Coordinator, starts on the 13th.