



PLANNING COMMISSION
Tuesday, August 13, 2019
265 Strand Street, St. Helens, OR 97051
www.ci.st-helens.or.us

Welcome!

1. **7 p.m. - Call to Order and Flag Salute**
2. **Consent Agenda: Approval of Minutes**
 - 2.A. Planning Commission Minutes dated July 9, 2019
[070919 PC Minutes DRAFT](#)
3. **Topics from the Floor: Limited to 5 minutes per topic (not on public hearing agenda)**
4. **Public Hearings (times reflect earliest start time)**
 - 4.A. 7:00 p.m. - Variance at 214 N. 17th Street - Rensch Construction & Properties, Inc.
[V.15.19 Staff Report](#)
 - 4.B. 7:45 p.m. - Lot Line Adjustment at 58144 Old Portland Road - Port of Columbia County
[LLA.9.19 Staff Report](#)
5. **Discussion Items**
 - 5.A. Riverfront District Architectural Guidelines Recommendation - New Sign at 290 S. 1st Street
[290 S. 1st Sign Permit Memo](#)
 - 5.B. Certified Local Government - Historic Preservation Grant Scoring
[Historic Preservation Grant Applicants Combined](#)

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6. Acceptance Agenda: Planning Administrator Site Design Review -

a. Site Design Review (Minor) at 1899 Old Portland Road - Add an RV dump to an existing storage yard business

7. Planning Director Decisions -

a. Nonconforming Use Determination at 252 S. 3rd Street - Number of lawful dwelling units within an existing building

b. Accessory Structures (2) at 751 West Street & 295 N. 7th Street - New storage sheds

c. Sign Permit at 50 Plaza Square - New wall sign

d. Sign Permit at 555 S. Columbia River Highway - Replacement of a projecting sign on an existing business suite

e. Accessory Structure at 214 Brown Place - New garage

8. Planning Department Activity Report

8.A. Planning Department Activity Report dated July 29, 2019
[2019 JUL Planning Dept Rept](#)

9. For Your Information Items

10. Next Regular Meeting - September 10, 2019

11. Adjournment

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City of St. Helens Planning Commission

Draft Minutes

July 9, 2019

Members Present: Chair Hubbard
Commissioner Lawrence
Commissioner Semling
Commissioner Stenberg
Vice Chair Cary

Members Absent: Commissioner Cohen
Commissioner Webster

Staff Present: Councilor Carlson
City Planner Graichen
Associate Planner Dimsho

Others: Al Petersen
Steve Topaz

- 1) **7:00 p.m. - Call to Order and Flag Salute**
- 2) **Consent Agenda: Approval of Minutes**
2.A Planning Commission Minutes Dated June 11, 2019

Motion: Upon Vice Chair Cary's motion and Commissioner Lawrence's second, the Planning Commission unanimously approved Planning Commission Minutes Dated June 11, 2019. [Ayes: Commissioner Lawrence, Commissioner Semling, Commissioner Stenberg, Vice Chair Cary; Nays: None]

- 3) **Topics from the Floor: Limited to 5 minutes per topic (not on public hearing agenda)**

There were no topics from the floor.

- 4) **Public Hearings (times reflect earliest start time)**
4.A 7:00 p.m. - Comprehensive Plan Amendment (Housing Needs Analysis) - City of St. Helens

Chair Hubbard opened the Public Hearing at 7:01 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter. City Planner Jacob Graichen entered the staff report dated July 2, 2019 into the record. Graichen reminded the Commission that the planning process to develop the Housing Needs Analysis (HNA) was paid for by the state, and it was a very condensed timeline. Associate Planner Dimsho summarized the findings of the HNA, as presented in the staff report. She described that the adoption of the HNA will put us in compliance with Statewide Planning Goal 10 - Housing. She said these findings will also support the housing code amendments to be developed in the future. Vice Chair Cary noted that

the availability of acreage may not be as high as anticipated because of the bedrock and cliffs in St. Helens. Graichen said there are inherently imperfections in the data, but overall conclusions remain the same. We have enough residential land to accommodate the various housing types needed for the next 20 years of growth within the Urban Growth Boundary (UGB). Vice Chair Cary said this also means our UGB does not need to expand to accommodate residential land. Graichen noted that House Bill 2001 may also require that the City adopt certain regulations that will affect our housing code amendments to be developed. Commissioner Lawrence asked the difference between a duplex and multi-family dwellings. Graichen said duplexes are two dwelling units in a single building and multi-family is a building with three or more units. Also, for duplexes only one principal building is allowed per parcel, but there is no such limit for multi-family development.

In Favor

No one spoke in favor.

Neutral

Petersen, Al. Petersen said since 2007, we have not been building enough housing nationally. A report on NPR said we need 1.6 million houses annually, but we have only been building about 1.3 million. We have a deficit, not just in Oregon. For financing real estate, a loan officer first asks how many units you are financing. If it is under four, it is considered a residential loan. If it is over four dwellings, it is considered a commercial loan. This is a well-established banking standard. He cited some examples from Tualatin's housing code changes, including cottage clusters, courtyard housing, quads, ADUs, and duplex rules. He explained a scenario where two duplexes are required to get a partition and another scenario where the County surveyor required removal of an encroaching fence before recording a subdivision plat. These are examples where government is getting in the way of development. If we are serious about building more housing, we need to change our interpretation of the code. He said that Avamere has two duplexes on the same lot. He also noted that one of the excuses from Oregon Department of Transportation to not signalize Bennett Road is that it is outside of the UGB.

Topaz, Steve. Topaz described the housing where he grew up in Baltimore, Maryland. He said their official lot size is 25 feet by 250 feet, but it changed over time. He thinks two duplexes should be allowed on a lot. He is worried about requiring mandatory low-income housing with development. He does not want to end up with a large unemployed population. He is worried about changing the character of the city.

In Opposition

No one spoke in opposition.

End of Oral Testimony

There were no requests to continue the hearing or leave the record open.

Close of Public Hearing & Record

The applicant waived the opportunity to submit final written argument after the close of the record.

Deliberations

Vice Chair Cary asked if the City could expand the UGB with these HNA findings. Graichen said these findings do not support an expansion based on the need for residential land, so it would likely be a very time-consuming and complex process to expand it.

Motion: Upon Commissioner Stenberg's motion and Commissioner Semling's second, the Planning Commission unanimously recommended to the City Council approval of the Comprehensive Plan Amendment. [Ayes: Commissioner Lawrence, Commissioner Semling, Commissioner Stenberg, Vice Chair Cary; Nays: None]

4.B 7:30 p.m. - Conditional Use Permit at 1771 Columbia Blvd. - Establish religious assembly in an existing commercial building

Chair Hubbard opened the Public Hearing at 7:45 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter. Graichen entered the staff report dated July 2, 2019 into the record. He described the proposal and recommended conditions of approval, as presented in the staff report. Graichen said the Commission has reviewed this building many times. He said religious assembly has a higher parking requirement than some other uses. He explained that this property is split-zoned. Houlton Business District (HBD) allows adjacent on-street parking to count for off-street parking, but General Commercial (GC) does not. If the entire property was zoned HBD, parking would not be an issue because there is ample on-street parking. Unfortunately, it is the same property owner who advocated for this split zoning when the HBD zone was created in 2008. Graichen also noted that outdoor storage is not allowed as a principal use, even though it is occurring on the site. Outdoor storage is only allowed as an incidental use to an approved use.

Graichen recommended a change to condition 2g to allow for an additional access off of a local-classified street. He also recommended adding a new condition in lieu of conditions 2a through 2h. The new condition would allow a zone change application to change the GC portion to HBD for the entire parcel, instead of conditions 2a through 2h. If the zone change fails, additional off-street parking would have to be addressed. Commissioner Lawrence asked if there would be any downside to the current tenant if a zone change was processed. Graichen did not think so.

In Favor

No one testified in favor.

In Opposition

No one spoke in opposition.

End of Oral Testimony

There were no requests to continue the hearing or leave the record open.

Close of Public Hearing & Record

The applicant waived the opportunity to submit final written argument after the close of the record.

Deliberations

The Commission wanted to incorporate Graichen's recommended changes to the conditions.

Motion: Upon Vice Chair Cary's motion and Commissioner Semling's second, the Planning Commission unanimously approved the Conditional Use Permit with an additional condition as modified by Graichen to allow for a zone change in lieu of conditions 2a through 2h and a modification to 2g to allow for additional access off of a local classified street. [Ayes: Commissioner Lawrence, Commissioner Semling, Commissioner Stenberg, Vice Chair Cary; Nays: None]

Motion: Upon Vice Chair Cary's motion and Commissioner Semling's second, the Planning Commission approved the Chair to sign the Findings & Conclusions once prepared. [Ayes: Commissioner Lawrence, Commissioner Semling, Commissioner Stenberg, Vice Chair Cary; Nays: None]

5) Planning Director Decisions

There were no comments.

6) Planning Department Activity Report 6.A June Planning Department Report

There were no comments.

7) For Your Information Items

Councilor Carlson asked the Commission for feedback on the 4th of July celebration. Commissioner Lawrence said her neighbor's grandchildren were able to camp on Sand Island and had a great time. Chair Hubbard said it was nice that the fireworks were on the island. He said it seemed orderly and there were lots of attendees. He suggested having a phone number that residents can call for more information or to complain. Commissioner Stenberg appreciated the police presence directing traffic after the show was over.

Chair Hubbard asked about the Millard Road property park design. Dimsho said Mackenzie, a landscape architect consultant, has been hired to determine where the park boundary should be based on the park amenities and design. This will inform the zone change application. There was a discussion on the status of the Graystone Estates preliminary subdivision.

8) Next Regular Meeting - August 13, 2019

9) Adjournment

There being no further business before the Planning Commission, the meeting was adjourned at 8:53 p.m.

Respectfully submitted,

*Jennifer Dimsho
Associate Planner*

**CITY OF ST. HELENS PLANNING DEPARTMENT
STAFF REPORT
Variance V.15.19**

DATE: August 2, 2019
TO: Planning Commission
FROM: Jacob A. Graichen, AICP, City Planner
 Jennifer Dimsho, Associate Planner

APPLICANT: Rensch Construction & Properties, LLC
OWNER: David Fix

ZONING: Houlton Business District, HBD
LOCATION: 4N1W-4BD-801; 214 N. 17th Street
PROPOSAL: Reduction of the required front yard requirement from 7 feet to 4 feet

The 120-day rule (ORS 227.178) for final action for this land use decision is **November 21, 2019.**

SITE INFORMATION / BACKGROUND

The subject property is a vacant. In April, 2019 a Lot Line Adjustment (LLA.5.19) was approved and recorded that adjusted the boundary between 204 N. 17th Street just to the south and the subject property. This LLA adjusted the lot's dimensions to 54' x 100'. In late May 2019, a Building Permit was submitted (BP #14508) to build a detached single-family dwelling. In July 2019, amidst permit review, a utility locate identified an unexpected public stormwater line down the center of the property. An easement for the storm line was not found. The discovery of the stormwater line required that the applicant either move the line at their expense, or adjust the location of the detached single-family dwelling to accommodate a new stormwater easement. In order to adjust the location of the dwelling as submitted with BP #14508, the applicant is requesting a variance to reduce of the front yard requirement.



PUBLIC HEARING & NOTICE

Hearing dates are as follows:

August 13, 2019 before the Planning Commission

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on July 25, 2019 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on July 31, 2019.

AGENCY REFERRALS & COMMENTS

City Engineering: A new easement is necessary along the actual alignment of the existing storm drain. There is an existing 7 foot wide easement along the back property line for the storm and the existing sanitary sewer. There are no records of the storm drain construction so it is unknown how/why/when the line was installed. It does need to remain functioning, as it has been in place for many years and drains a fairly large area several blocks wide/long. The applicant can choose to move the pipe to a more convenient location on their property and provide an easement at their own expense, but it will still have to function with the continuation of the pipe on the adjacent lots so this may not be physically possible without constructing on those lots.

As a positive, when they apply for a building permit, they will be able to connect directly to this storm line with their rain drains.

City Public Works: A 10 foot wide easement is sufficient to accommodate maintenance of the stormwater line. A 2 foot eave encroachment into the easement is also okay.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.108.050 (1) – Criteria for granting a Variance

- (a) The proposed variance will not be significantly detrimental in its consequence to the overall purposes of this code, be in conflict with the applicable policies of the comprehensive plan, to any other applicable policies and standards of this code, and be significantly detrimental in its consequence to other properties in the same zoning district or vicinity;
- (b) There are special circumstances that exist which are peculiar to the lot size or shape, topography or other circumstances over which the applicant has no control, and which are not applicable to other properties in the same zoning district;
- (c) The use proposed will be the same as permitted under this code and city standards will be maintained to the greatest extent that is reasonably possible while permitting some economic use of the land;
- (d) Existing physical and natural systems, such as but not limited to traffic, drainage, dramatic landforms, or parks, will not be adversely affected any more than would occur if the development were located as specified in the code; and
- (e) The hardship is not self-imposed and the variance requested is the minimum variance which would alleviate the hardship.

The Commission needs to find all these criteria **(a) – (e)** are met in order to approve the variance

FINDINGS:

(a) This criterion requires a finding that the variance will not be detrimental.

- See applicant's narrative.
- Staff comments: Generally, the purpose of yard (setback) requirements are to allow for air, light and space between properties. The neighbors to the north and south of the subject property have driveways located between the subject property and their dwellings. A commercial business is located across the street. There is no evidence that this setback reduction will be detrimental to the air, light, and space between surrounding properties.
- As noted in (c) below, the lots abutting the subject property do not meet the 20 foot front yard setback required by the R5 zoning district. Therefore, this setback reduction would not have a detrimental visual consequence to the surrounding neighborhood. Photos below show neighboring property front yard setbacks.



Left: Photo from 204 N. 17th Street just to the south of the subject property
Right: Photo from 224 N. 17th Street just to the north of the subject property

(b) The criterion requires a finding that there are special and unique circumstances.

- See applicant's narrative.
- Staff comment: A stormwater line bisecting this lot is a special circumstance of which the applicant has no control. The older areas of the City have infrastructure from a time when they were not as well documented as today.

(c) This criterion prohibits a use variance and requires a finding that the applicable standards are maintained to the greatest extent that is reasonably possible.

- Staff comments: A use variance is not proposed. Detached single-family dwellings are permitted in the HBD zone.
- Per SHMC 17.64.040 Exceptions to yard requirements, the applicant can utilize a smaller front yard setback without a variance: *If there are dwellings on both abutting lots with*

front yard depths less than the required depth for the zone, the depth of the front yard for the intervenining lot need not exceed the average depth of the front yards of the abutting lots.” The average depth of the front yards of the abutting lots is 7 feet. This means the reduction is only 3 feet, from 7 feet to 4 feet.

- They are still meeting the SHMC 17.64.050 requirement that states no building should be placed closer than 3 feet to a property line.

(d) This criterion requires a finding that existing physical and natural systems will not be adversely affected as a result of the requested Variance.

- See applicant’s narrative.
- Staff comments: Regarding traffic and parking, the applicant will still meet the off-street parking requirements with a proposed two-car garage. As normally occurs with garages, they can become storage once the dwelling is occupied. Even if the garage is used for storage instead of off-site parking, there is still 19 feet between the curb and the home to allow for parking of two vehicles. However, if a sidewalk were built along N. 17th Street, this would not be the case. N. 17th Street terminates into a narrow private drive about 350’ from the subject property. Sidewalk construction is less likely at this location, as the street serves minimal uses.
- Regarding storm, City Engineering indicated that the rain drains for the single-family dwelling could hook directly into the storm line.

(e) This criterion requires a finding that the variance issue is not self-imposed and that the variance is the minimum necessary to alleviate the hardship.

- See applicant’s narrative.
- Staff comments: The variance issue is not self-imposed. The storm line predates today’s standards of documentation.
- This request is the minimum variance necessary to place the single-family dwelling of the same footprint applied for with BP #14508. All other yard requirements are met.

CONCLUSION & RECOMMENDATION

Based upon the facts and findings herein, staff recommends approval of this Variance with the following conditions:

1. This Variance approval is valid for a limited time pursuant to SHMC 17.108.040.
2. **Prior to certificate of occupancy/final inspection of Building Permit No. 14508**, a stormwater easement shall be recorded.
3. Owner/applicant and their successors are still responsible to comply with the City Development Code (SHMC Title 17), except for the Variance(s) granted herein.


Attachment: *Applicant’s Narrative, Site Plan*

REQUEST FOR VARIANCE

17.108.050

- (a) Variance will not visually obstruct vehicular traffic or intersection of North 17th and St. Helens Street. North 17th is a dead end road. Existing homes on street do not meet current set backs.
- (b) On approximately March 2019 locates were called in and were understood to be successfully completed with no indication of a storm drain on 204 North 17th or new lot of record. A demo permit was obtained and existing garage was removed from the lot. A lot line survey was completed and recorded, plans were purchased and a building permit was applied for. On July 3rd, 2019, ticket number 19179529 a second call in for locates was requested to stake out lot and excavate for foundation. Upon reviewing the second locate a storm drain was then marked and identified almost in the center of the lot running North and South. Turns out, the storm is 41' off the back of the property and 59' off of the front property line. Upon researching for utility easements on this property, the only easement found was a 7' sewer line easement on the East end of Lot 1 and 2, Block 139. No easement for storm drain running North and South was discovered.
- (c) N/A
- (d) There are no issues affecting traffic, drainage, land forms or parks at this vacant buildable lot.
- (e) This hardship is not self imposed and variance requested would not affect traffic, neighboring properties, drainage and or natural systems. This request is made for the minimum variance that would alleviate this hardship.


 Owner


 Applicant

7-23-19

Date

VARIANCE SITE PLAN

JULY
2019

PROPOSED
10' WIDE
EASEMENT

54'

41'

STORM LINE

4' FRONT
YARD

100'

50'

11'

DETACHED
SINGLE-
FAM.
DWELLING

GARAGE

COVERED
PORCH

20'

34'

5'

← 2" =
SCALE
1" = 20'

PROP. LINE/
EDGE OF R.O.W.

15'

CURB

PAVED
DRIPE
TO
CURB

N. 17TH STREET

46'

EDGE OF PAVEMENT

**CITY OF ST. HELENS PLANNING DEPARTMENT
STAFF REPORT
Lot Line Adjustment LLA.9.19**

DATE: August 2, 2019
TO: Planning Commission
FROM: Jacob A. Graichen, AICP, City Planner

APPLICANT: Port of Columbia County
OWNER: Port of St. Helens (as listed on County Assessor data)

ZONING: Heavy Industrial, HI
LOCATION: The Port's Multnomah Industrial Park at 58144 Old Portland Road
PROPOSAL: Adjustment of a historic shared property line down middle of the Port's Multnomah Industrial Park to encapsulate two existing buildings and their related site improvements. A lot line adjustment review is required where any adjustment to a property line by the relocation of a common boundary is requested.

SITE INFORMATION / BACKGROUND

The Port of Columbia County (formerly known as the Port of St. Helens) has been developing and improving its Multnomah Industrial Park over the last several years. The City annexed the approximate approximately 145 acre property in 2012. That annexation was the result of ORPET, a recycling facility designed and built to process Post-Consumer PET bottles into clean PET flake or RPET, and its need for the City's sanitary sewer use. The site already had water service then and continues to do so.

Most recent development has been for Composite Universal Group (CUG), a specialty manufacturer and more. CUG currently occupies two buildings (buildings "B" and "E"). The State (Business Oregon <https://www.oregon4biz.com/>) helped finance these with loans to the Port for both buildings and related improvements. The second loan for most recent development, Building E, included a requirement from the State that necessitates a parcel for the State to secure its investment. This is the reason the Port is applying for this Lot Line Adjustment.

The City reached out to the State on July 23, 2019 and determined:

- The state isn't concerned about specific parcel geometry; they want to make sure improvements are on one parcel of land. We discussed this via phone at some length and about parking and such and the State seems open to changes in the proposal, as submitted to the City by the Port on July 5, 2019.
- In a July 23, 2019 email ([attached](#)) the State notes needing an "appropriately sized [parcel] that contains Building "E" or both buildings "B" and "E."

- The deadline for the Port to complete this for the purpose of the State appears to be early November 2019. This is based on the contract's (attached) "date of execution" which appears to be early February given the last signature on page 13 of the contract and the nine month timeline (see page 6 of the contract, section 8, part C, 9, 10 and 11).

Lot Line Adjustments are normally administrative. Pursuant to SHMC 17.24.090(2), the Planning Director may refer any application for review to the Planning Commission. Staff chose to refer this to the Commission as a LLA strictly based on a finance mechanism is unusual. The Port has not expressed any interest in selling any property, although this LLA would enable such.

*****PLEASE NOTE: For the purposes of explanation, the CUG or smaller parcel is called the "island parcel" and the remainder is called the "parent parcel" in this report.*****

PUBLIC HEARING & NOTICE

Hearing dates are as follows: August 13, 2019 before the Planning Commission.

Notice of this proposal was sent to surrounding property owners within 100 feet of the subject property(ies) on July 25, 2019 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on July 31, 2019.

AGENCY REFERRALS & COMMENTS

As of the date of this report, the following agency referrals/comments have been received that are pertinent to the analysis of this proposal:

Columbia River PUD: The proposed property line adjustment creates sort of an "island lot" within Lot 2-01 that we serve power to. We'll need easements for all of our facilities (poles, wires, guys, anchors, etc.) because they will travel through one lot to serve another.

[CRPUD also provided a map of the lines of concern (attached)]

Note to Commission—per SHMC 17.140.070(7): If the director believes that existing utilities may be affected by the proposed adjustment, the director may defer making a decision on the application until the affected service providing agencies have been given an opportunity to review and comment upon the proposal.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

Deemed Complete Info: This application was originally received on July 5, 2019. Staff identified missing information and asked for other plans the Port has in its records to assist with this proposal and title report information on July 19, 2019. The Port responded on July 30, 2019 noting a lack of utility plans other than what the City had already received, but provided property information from a current title report.

Staff review the title report information and there doesn't appear to be any clear conflicts with this LLA proposal. Because this proposal encompasses a large area, staff wanted to review this to be sure.

The City obtained utility information from other sources as part of this LLA review to help with this effort.

* * *

Lot Line Adjustments require review pursuant to the standards of SHMC 17.140.050 and 17.140.060.

SHMC 17.140.050 – Special provisions for parcels created through the partition process:

(1) Lot Dimensions. Lot size, width, shape and orientation shall be appropriate for the location of the development and for the type of use contemplated, and:

- (a) No lot shall be dimensioned to contain part of an existing or proposed public right-of-way;
- (b) The depth of all lots shall not exceed two and one-half times the average width, unless the parcel is less than one and one-half times the minimum lot size of the applicable zoning district; and
- (c) Depth and width of properties zoned for commercial and industrial purposes shall be adequate to provide for the off-street parking and service facilities required by the type of use proposed.

Finding(s): No right-of-way is impacted per (1)(a) and there is no specific dimensional or parcel area requirement of the HI zone (1)(b). Thus the applicable aspects of this criterion can be refined as:

The geometry be appropriate for the location of and type of use, and be adequate to provide for the off-street parking and service facilities required by the use per (1) and (1)(c).

Off-street Parking. Off street parking for both buildings “B” and “E” was most recently approved by Site Development Review SDR.9.17. Most is shown within the boundaries of the proposed parcel, except for the 17 spaces along the NE side. See SDR.9.17 site plan (*attached*). *This parking should be within the “island parcel” boundary.*

Service facilities. *Locations are based on the plans attached to this report and not actual survey information.*

- **Water:** City water infrastructure is within / around the Old Portland Road / Multnomah Industrial Park intersection. Available plans show it runs down / along the driveway and serves the proposed “island parcel” from the west (side of RR tracks). Location is uncertain in areas.

Only one water line from Old Portland Road serves the site. With two parcels (and potential for disparate ownership) in addition to easement for right-of-access, the Port should consider maintenance or other stipulations to help minimize conflicts between property owners.

Note that landscaping installed as part of the building “B” and “E” projects is served by irrigation lines central to the “island parcel.” These landscape areas should be within the “island parcel,” not outside of it.

- **Sanitary Sewer:** The site is served by Sanitary Sewer from Old Portland Road. Available plans show the line is between the driveway and RR tracks to about where the proposed “island parcel” is proposed. It serves the “island parcel” from the west side (side of RR tracks).

Only one sanitary sewer line from Old Portland Road serves the site. With two parcels (and potential for disparate ownership) in addition to easement for right-of-access, the Port should consider maintenance or other stipulations to help minimize conflicts between property owners.

- **Storm Sewer:** No known formal system. Water drains to surrounding natural areas. Port may consider something to ensure storm conveyance from “island parcel” past “parent parcel” to prevent conflicts between separate property owners.

The site plan for Site Development Review SDR.9.17 includes arrows to show general flow of storm water.

- **Gas:** There is a single line from Old Portland road that serves the site. Appears to run along the west side of the driveway to the proposed “island parcel.” It serves the “island parcel” from the west side (side of RR tracks).

With a single line serving the site, the Port should consider maintenance or other stipulations to help minimize conflicts between property owners.

There is also gas infrastructure very close to proposed property line along the south side.

- **Power:** Columbia River PUD provided a basic map showing their infrastructure on site. Like the utilities above, it originates from a single line from Old Portland Road.

Unlike the other utilities, power serves the site from the north and east.

There is also a power line that serves another building (ORPET) on the south side.

- **Communications:** It appears communications lines are on the same poles as power. Absent additional information in this regard, easements for other utilities could cover enough area that any communication infrastructure is captured. This is assumed, however.

Based on the plans available, there appears to be underground communication infrastructure between building “B” and the ORPET building.

- **HVAC:** Proposed property line goes through an HVAC unit. This can be avoided with different property line placement for the “island parcel.”



This is the HVAC unit shown on the Port's July 3, 2019 LLA plan.

Staff doesn't think a property line should go through this if there are reasonable alternatives.

Expanding the line to include the parking (right of photo) would alleviate that.

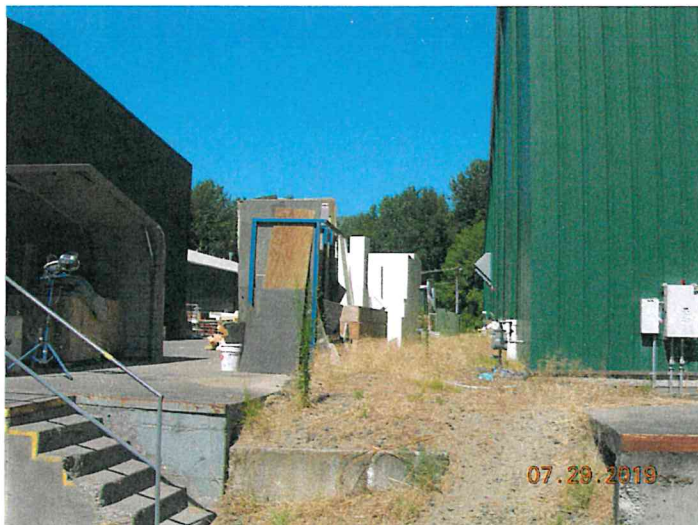
- **Mailbox:** There is a mailbox facility. Dealing with the local Post Master on other projects, we know the Post Office likes consolidated mailboxes at minimal locations.

The mailbox area is outside of the "island parcel," but could be within an access easement.

- **Buildings:** The City Building Official noted concerns about fire separation between buildings. There is a 10' separation standard. If less than this a 1-hour fire separation is required, which wasn't a consideration for any of the nearby buildings ("B," "E," and ORPET) as constructed. Building retrofits to remedy this are not practical.

As such, where property lines will be less than 10' from an existing building, establishing a fire separation line is necessary. Port's application shows this between building "B" and the ORPET building. Final plans will need to be reviewed by the City, so the Building Official can consider any changes.

Note that there is a mess of shared utilities between Building "B" and the ORPET building. Rights of utility access appears necessary on both side of the proposed property line here.



Several underground utilities are in this area between Building "B" (left) and the ORPET building (right).

The proposed property line is approximately the paved v. unpaved area.

Easements on both sides of the property line appear warranted here.

(2) Through Lots. Through lots shall be avoided except where they are essential to provide separation of residential development from major traffic arterials or to overcome specific disadvantages of topography and orientation, and:

- (a) A planting buffer at least 10 feet wide is required abutting the arterial rights-of-way; and
- (b) All through lots shall provide the required front yard setback on each street.

Finding(s): The proposal does not meet the definition of “lot, through” as defined by Chapter 17.17 SHMC. This criterion is not applicable.

(3) Large Lots. In dividing tracts into large lots or parcels which at some future time are likely to be redivided, the approving authority may require that the lots be of such size and shape, and be so divided into building sites, and contain such site restrictions as will provide for the extension and opening of streets at intervals which will permit a subsequent division of any tract into lots or parcels of smaller size, and:

- (a) The land division shall be denied if the proposed large development lot does not provide for the future division of the lots and future extension of public facilities.

Finding(s): As per (3) The property is not zoned residential (where redivision protections are particularly important) and the Port expressed no intention of further division in their application.

(3)(a) mentions future extension of public facilities. “Public facility, major” and “public facility, minor” are defined in Chapter 17.16 SHMC. This can include utilities. Ensuring rights of access to current and future utilities are necessary.

(4) Fire Protection. The fire district may require the installation of a fire hydrant where the length of an accessway would have a detrimental effect on firefighting capabilities.

Finding(s): See Port’s response in their application. Also, the Fire Code calls for 20’ drive aisles. In addition to meeting the City’s 24’ width for two-way traffic circulation, the property line between Building “E” and the Port’s shop building to the SE of that doesn’t accommodate these widths. Thus an access easement is needed there.

(5) Reciprocal Easements. Where a common drive is to be provided to serve more than one lot, a reciprocal easement which will ensure access and maintenance rights shall be recorded with the approved partition map.

Finding(s): The site is accessed from one point off Old Portland Road for both road and rail. Being surrounded by wetlands that are “significant” to the City per Chapter 17.40 SHMC in addition to State and Federal wetland rules, additional access points are not anticipated.

The driveway from Old Portland Road (and abutting railroad spur) will become a shared access with this LLA proposal. As such, a reciprocal easement is warranted for the road and railroad. This shall include maintenance rights for both the road and railroad.



Building “B” has overhead doors facing and elevated for rail transport.

Rail access is important for Heavy Industrial property for multi modal transportation options.

(6) Accessway. Any accessway shall comply with the standards set forth in Chapter 17.84 SHMC, Access, Egress, and Circulation.

Finding(s): The shared access way between Old Portland Road and the main area of development will need an easement. The minimum width is based on number of parking spaces and driveways. There is one driveway and given the size of the site, it has or can have >100 off-street parking spaces. Thus, the minimum shared reciprocal access width would be 40 feet.

The City can consider less widths past the main driveway into the developed portion of the site of a width suitable for use (24’ two way vehicular circulation) or as design or as needed, whichever is larger.

The Port’s July 3, 2019 plan shows a 25’ wide access easement along the north side of the proposed parcel. That would accommodate the drive aisle at that location. But where it extends beyond that towards Old Portland Road, would need to be wider as described.

Given the City’s position in regards to the off-street parking along the NE side of building “E” to be included in the proposed “island parcel,” an access easement will be necessary for the road between the building and parking spaces. **This assumes the Commission agrees with this.**



The NE side of Building “E.”

Staff believes the parking shown to the right should be included as part of the “island parcel” as it part of the recently approved Site Development Review plan.

An access and utility easement for the “parent parcel” will be necessary too.

Note that power continues to the left underground.

Also, rail access along that side of the proposed parcel should be included as well. The code is silent as to rail easement dimension. However, last year City staff inquired with ODOT Rail in regards to this kind of situation for another proposal. ODOT Rail staff noted that a 30' width measured from the center of the railroad line is a best practice for rail maintenance (e.g., railroad tie replacement). City recommends this for rail access.

In addition, given how the access areas and utilities are intertwined an access/utility easement is a logical solution. Given location of utilities, this may result in a wider easement (or easements).

(7) The streets and roads are laid out so as to conform to the plats of subdivisions and maps of partitions already approved for adjoining property as to width, general direction and in all other respects unless the city determines it is in the public interest to modify the street or road pattern.

Finding(s): See Port's response in their application. City identifies no issue with this criterion.

SHMC 17.140.060(1) – Lot Line Adjustment approval standards:

(a) An additional parcel is not created by the lot line adjustment, and the existing parcel reduced in size by the adjustments is not reduced below the minimum lot size established by the zoning district;

Finding(s): No new parcel will be created. The HI zone doesn't have a minimum size requirement.

(b) By reducing the lot size, the lot or structure(s) on the lot will not be in violation of the site development or zoning district regulations for that district;

Finding(s): Having a recent approved Site Development Review assists with this. The approved site plan for SDR.9.17 shows amenities related to Buildings "B" and "E." Utilities and service facilities are discussed above. There are two additional considerations:

Landscaping and parking: Some landscaping and parking installed as part of the CUG buildings is shown outside of the propose "island parcel." The lines can be easily changed to accommodate this landscaping without consequence to code provisions.

(c) The resulting parcels are in conformity with the dimensional standards of the zoning district; and

Finding(s): The HI zone doesn't have specific dimensional standards.

(d) The lots involved were legally created.

Finding(s): The Port is utilizing a property line from deeds dated back to 1950s. The property was not within City limits at that time and City staff (City Planner) is a former Planner III for Columbia County, who recalls the County's land division rules affective after the 1950s.

CONCLUSION & RECOMMENDATION

Based on the facts and findings herein, if the Planning Commission approves this Lot Line Adjustment, staff recommends the following conditions:

Please note that this is not the only step for the Lot Line Adjustment to take effect. There are also steps with Columbia County that need to be taken. However, the Lot Line Adjustment needs to be consistent with this City approval and the conditions explained here.

The following conditions apply to the *local land use approval* aspect of this proposal:

1. Approval of this **Lot Line Adjustment** shall be effective for a period of twelve (12) months from the date of approval pursuant to SHMC 17.140.035. This approval shall be void if the Lot Line Adjustment is not properly recorded with Columbia County within this time period or is as departure from the approved plan (pending per condition 2).
2. **Before recording the Lot Line Adjustment**, the Port shall provide the City (for review and approval) with a revised plan and related legal documentation addressing the issues described in this report and as illustrated by the **LLA considerations plan** and the **LLA rights of access / utilities plan**, attached hereto. These issues include but are not limited to:
 - a. In regards to the LLA plan itself:
 - i. Shall include:
 - A. Rights of access to all existing and future utilities for both parcels;
 - B. Road access for both parcels to include the mailbox facility for the “island parcel;”
 - C. Rail access for “island parcel;” and
 - D. The “island parcel” shall include all landscaping and off-street parking per SDR.9.17.
 - b. In regards to legal documentation to accompany the LLA:
 - i. Shall include:
 - A. Shared road access maintenance agreement; and
 - B. Building separation (10’ for Building Code provisions).
 - ii. Recommended to include:
 - A. Shared railroad maintenance agreement;
 - B. Shared utility operations and maintenance agreement; and
 - C. Storm water provisions between the two parcels.
 3. **This Lot Line Adjustment is not effective until it is recorded with Columbia County.** The applicant/owner is responsible for recording the LLA and all documentation required by the County, and City as described herein, to properly record the Lot Line Adjustment.

4. The applicant/developer shall provide a copy of all documentation used to record this Lot Line Adjustment with Columbia County to the City.
5. This Lot Line Adjustment shall comply with the approved plan, application and staff report (this document). **The approved plan is pending per condition 2.**
6. The applicant/owner shall comply with all local, state and federal laws.

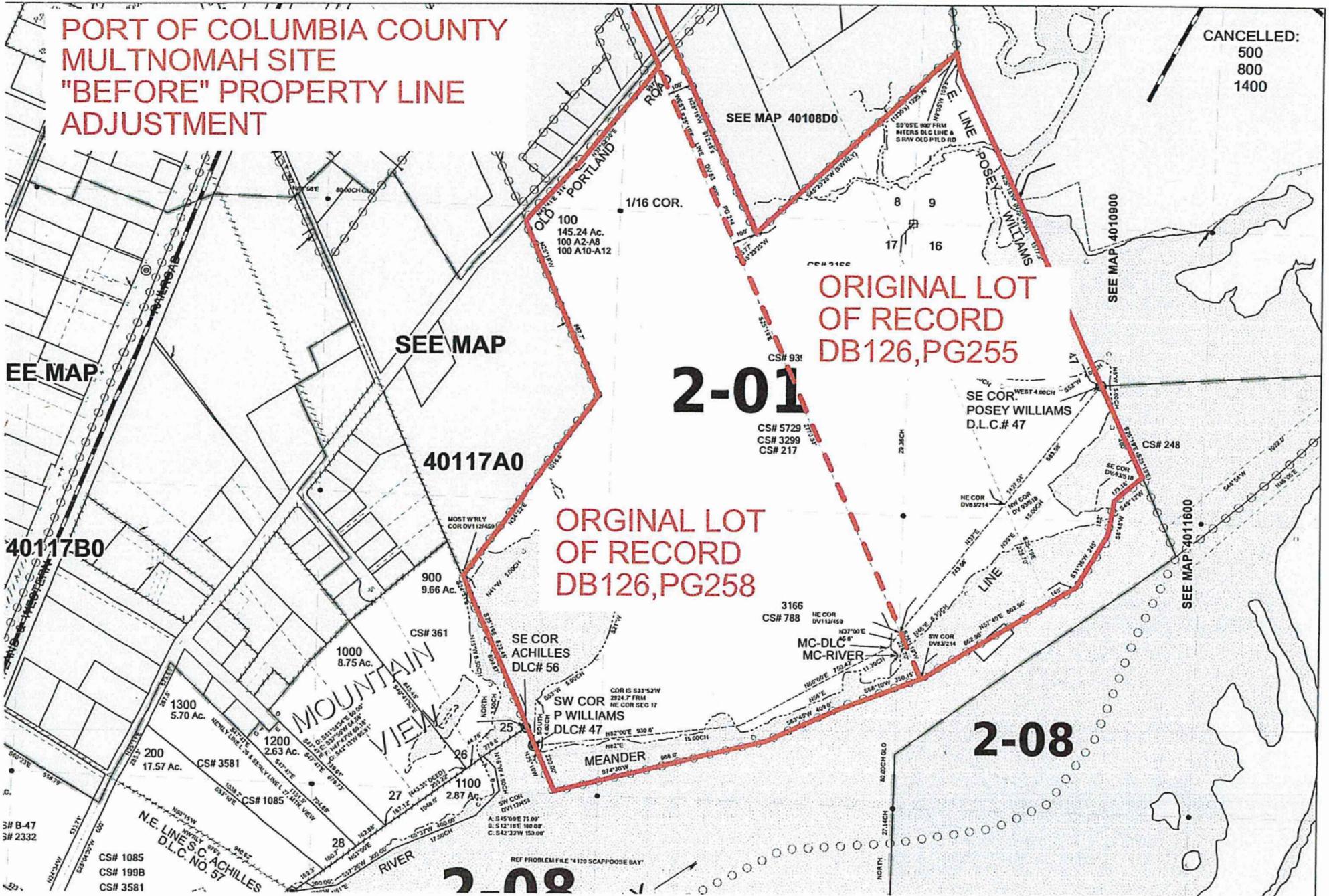
Attachment(s):

- Lot of record map (provided by Port)
- Overall LLA proposal map showing entire “parent parcel” boundary (provided by Port)
- LLA detail plan of “island parcel” dated July 3, 2019 (provided by Port)
- Application narrative—2 pgs (provided by Port)
- ORPET Survey dated September 14, 2010
- CRPUD Map
- SDR.9.17 approved site plan for Building Permit
- SDR.9.17 landscape irrigation plan
- LLA considerations plan (original plan provided by Port; markups by City)
- LLA rights of access / utilities plan (original plan provided by Port; markups by City)
- Email from Business Oregon & contract between the State and Port—26 pgs

SECTION 17 T.4N. R.1W. W.M.
COLUMBIA COUNTY
1" = 400'

04 01 17 00
& INDEX
ST. HELENS

0 112.5 225 450 Feet



Port of Columbia County
Multnomah Site
"After" Property Line
Adjustment



Detail A

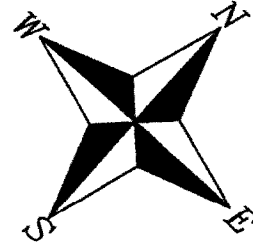
REGISTERED
PROFESSIONAL
LAND SURVEYOR

David E. Reynolds
OREGON
JULY 26, 1985
DAVID E. REYNOLDS
2157

RENEWAL DATE: 12-31-2020

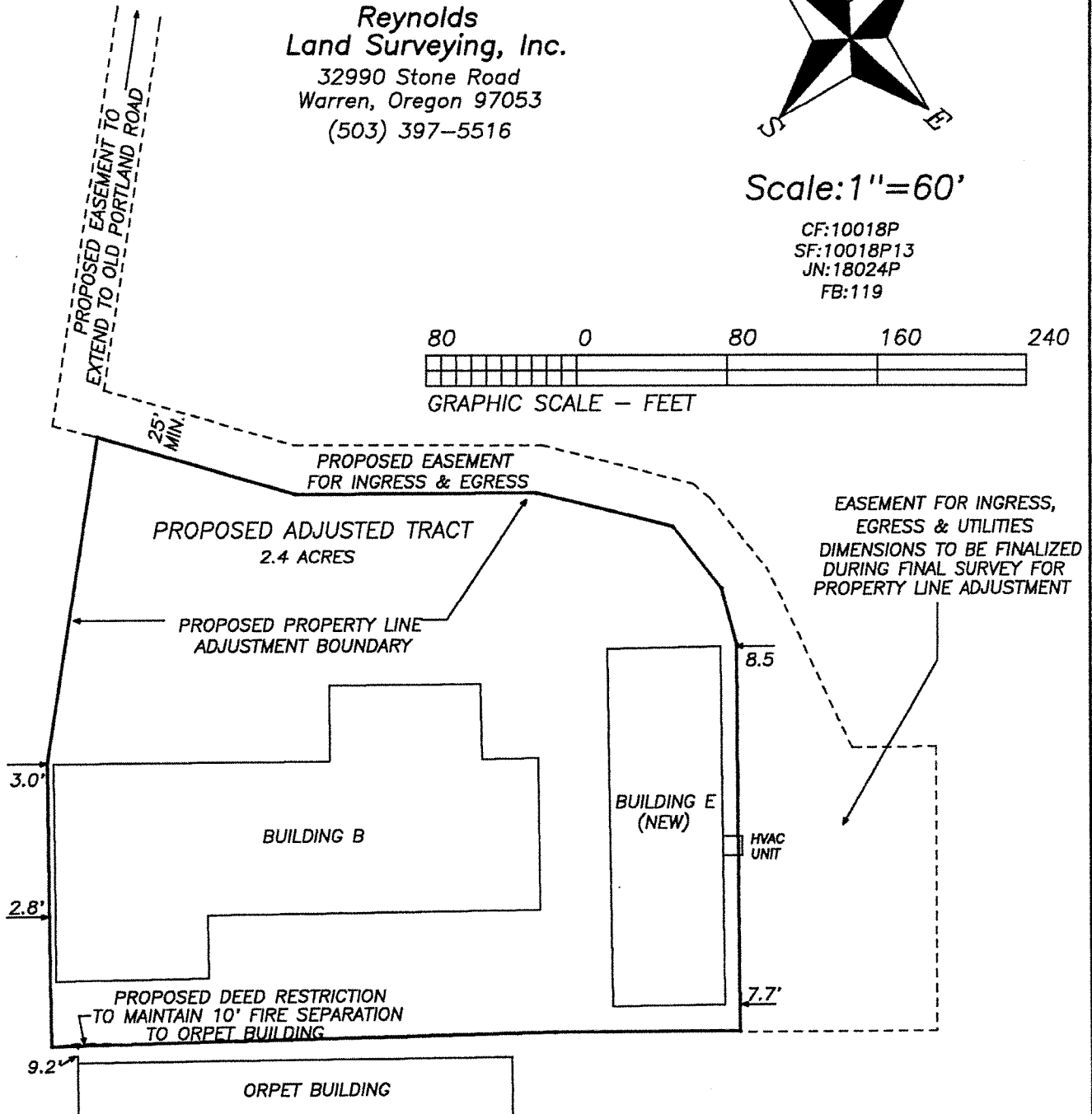
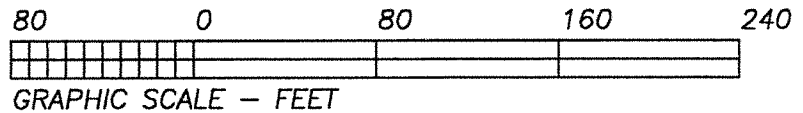
Reynolds
Land Surveying, Inc.
32990 Stone Road
Warren, Oregon 97053
(503) 397-5516

Port of Columbia County
Multnomah Site
Proposed Property Line
Adjusted Tract
July 3, 2019



Scale: 1"=60'

CF:10018P
SF:10018P13
JN:18024P
FB:119



Port of Columbia County

Multnomah Industrial Park Lot Line Adjustment application narrative

RECEIVED
JUL 05 2019
CITY OF ST. HELENS

The Port is applying for a Lot Line Adjustment (LLA) for the Composites Universal Group (CUG) leaseholds at our Multnomah Industrial Park. We rehabilitated building B for CUG to consolidate their several different leased properties in Scappoose to a single location in St. Helens (approved by SDR 3.15). We then were asked to construct the new E building to allow for CUG to expand operations (approved by SDR 9.17). The State provided loans and offered grants associated with both B and E building projects.

The Port approved the CUG lease for building E, the construction loan application, and award of the construction contract in February of 2018. Land use approval for the construction of E building (SDR 9.17) was also granted February of 2018. The lease and construction proceeded in a timely manner. Unfortunately, the State loan process was not timely.

The Infrastructure Finance Authority, the loan department of Business Oregon, was undergoing significant changes at the time. The loan contract was still not produced by November 2018, when the State decided to add a new bonding related requirement to the loan. This bonding requirement primarily consisted of the loan being for a separate piece of property consisting of E building, and matching the area described in the lease for E building. This presented a problem because the lease area was never intended to be created as a separate property. It was drawn to line up with the new construction and go around three sides of the existing CUG B building leasehold. The next several months were used to discuss with the State just how unworkable this requirement was, to no avail. A new parcel matching the E building lease area was necessary. The Port must have this requirement fulfilled in September 2019.

In February 2019 the Port started working with the City to sort through the challenges with the State requirement added onto the construction loan. After several months working with them we were informed in June 2019 that a variance process was going to be required by the City. Given that time was becoming an issue the Port went back to the State to review the loan requirement. The State changed their mind to allow the parcel created for this loan to contain both the new E building and existing B building CUG lease areas. This application reflects the new determination by the State. The City was informed of this change on 6/28.

There is no variance included in this application. It does not appear that a variance is necessary, and the City has declined to provide information about what part of the Community Development Code requires a variance.

Relevant Community Development Code sections.

17.140.060 Lot line adjustments

* PRE-APP TOOK PLACE ON JUNE 7, 2019 BASED ON THE ORIGINAL CONCEPT. PRE-APPLICATION MEETING IS TYPICAL TIME TO DISCUSS APPLICATION TYPE.

RS
7-5-19

17.140.060(1)a The lot line adjustment will subtract land from an existing parcel and add that land to an adjacent existing parcel, not create a new one.

(1)b The HI zone standards 17.32.140(4) lists no minimum lot size or dimensional requirements so this does not apply to our LLA. All structures were properly permitted by SDR 3.15 and SDR 9.17. No structures will be in violation of any site development or zoning district standards.

(1)c The HI zone has no dimensional standards, thus no standards that our LLA are required to meet.

(1)d Both lots were legally created.

17.140.050 Special provisions for lots created through partition process

17.140.050(1)a The lots as proposed do not contain any public or proposed public right-of-way.

(1)b The proposed lots meet this criteria.

(1)c The lots proposed are adequate to provide for the off-street parking and service facilities required by the existing types of uses. No new uses are proposed.

17.140.050(2) Not applicable. No residential zone is impacted per SDR 9.17.

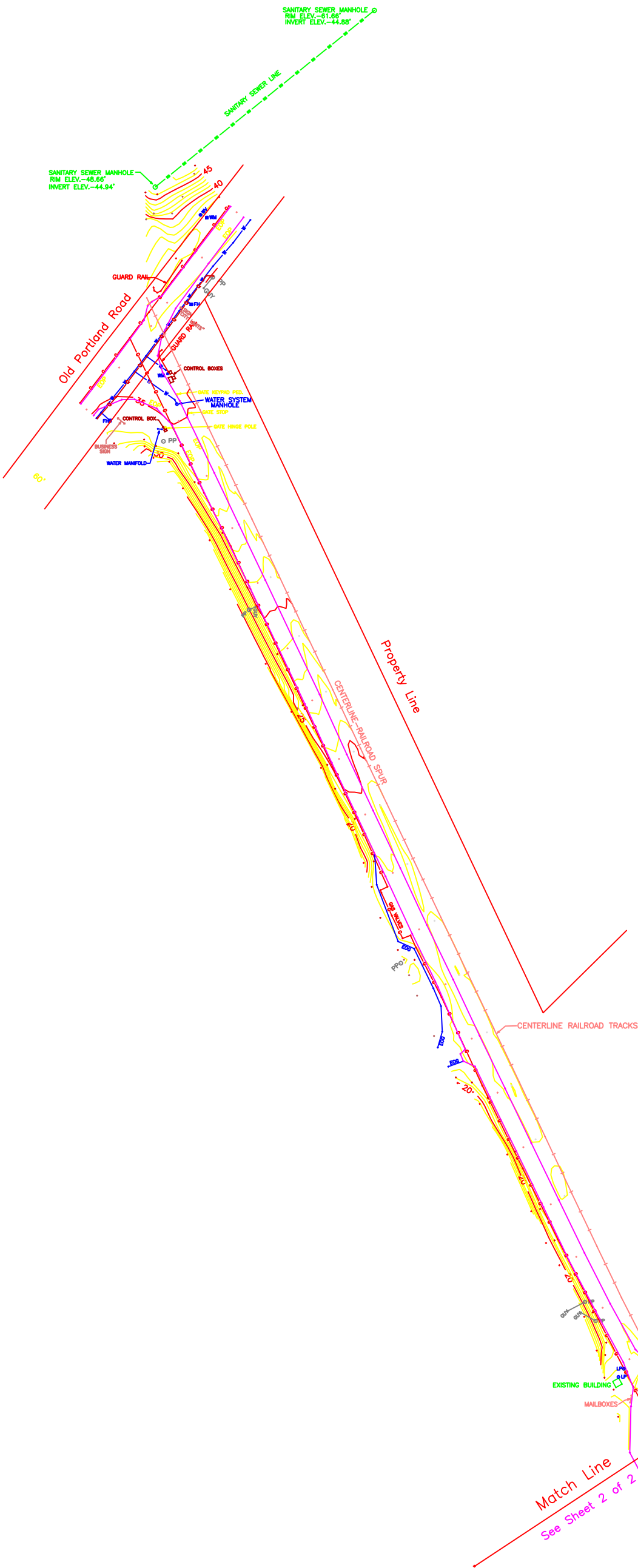
17.140.050(3) There is no intention to redivide the HI zoned industrial park.

17.140.050(4) The fire district has reviewed development plans in the industrial park several times in recent years. No change in accessway or buildings is proposed. There are 2 fire hydrants on the proposed parcel and several more on the existing parcel. No development is proposed, thus no change to previous approvals.

17.140.050(5) No common drive proposed thus no reciprocal easement is required. An access easement will be granted for the new CUG parcel to access Old Portland Road via the common area roadway as shown.

17.140.050(6) No change in the activities on site are proposed thus no change to the accessway to Old Portland Road is proposed.

17.140.050(7) There is no subdivision and no public streets proposed or contemplated.



Topographic Survey
For Denton Plastics
Port of St. Helens "Multnomah" Site
In Sections 8 & 17, T.4N.,R.1W.,W.M.
Columbia County, Oregon
September 14, 2010



Scale:1"=60'

CF:10018P
SF:10018P6
FB:108

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 28, 1985
DAVID E. REYNOLDS
2157

RENEWAL DATE: 12-31-2010

Reynolds
Land Surveying, Inc.
32990 Stone Road
Warren, Oregon 97053
(503) 397-5516

Notes

Elevations are based on FEMA Reference Mark No. 40, a spike and washer in power pole approximately 100' Northeast of Old Portland Road Bridge over McNulty Creek.
Elevation=37.95'
Vertical Datum=NGVD 29
Contour Interval=1 foot

Horizontal Datum=Assumed
Basis of Bearings=County Survey No. 5729

FEMA Base Flood Elevation in vicinity of proposed building site=23.5'

Underground Utilities were located via the Oregon Utility Notification Center.

Legend

- PP Denotes power pole
- GUY Denotes guy anchor
- WV Denotes water valve
- WM Denotes water meter
- FH Denotes fire hydrant
- LP Denotes light pole
- EOP Denotes edge of pavement
- EOG Denotes edge of gravel
- Denotes underground sanitary sewer line
- Denotes underground water line as located via the Oregon Utility Notification Center
- Denotes underground gas line as located via the Oregon Utility Notification Center
- P--- Denotes underground power line as located via the Oregon Utility Notification Center
- Denotes underground QLN line as located via the Oregon Utility Notification Center

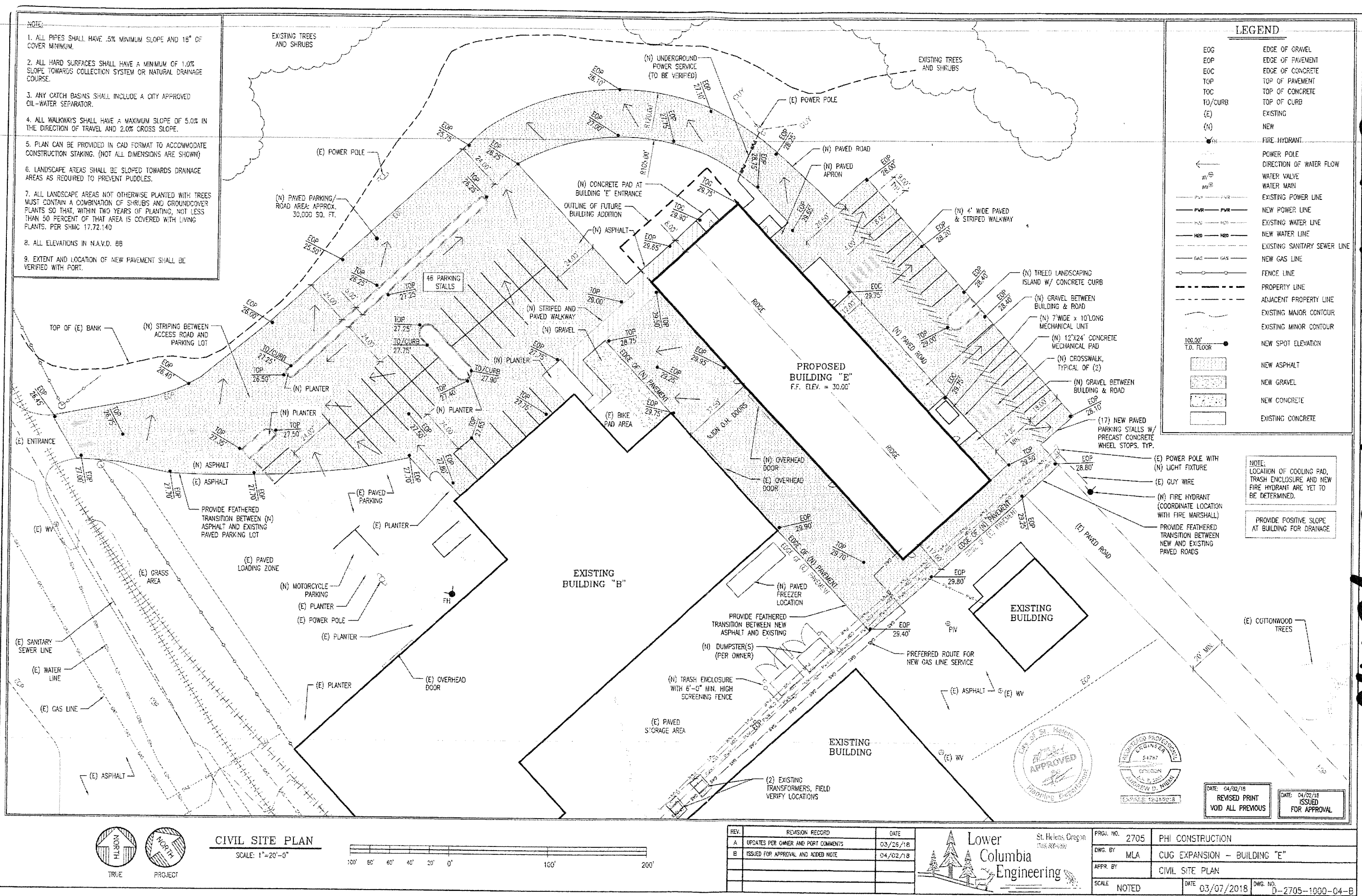
CRPUD Utilities Map



Regards,

Mike Arend

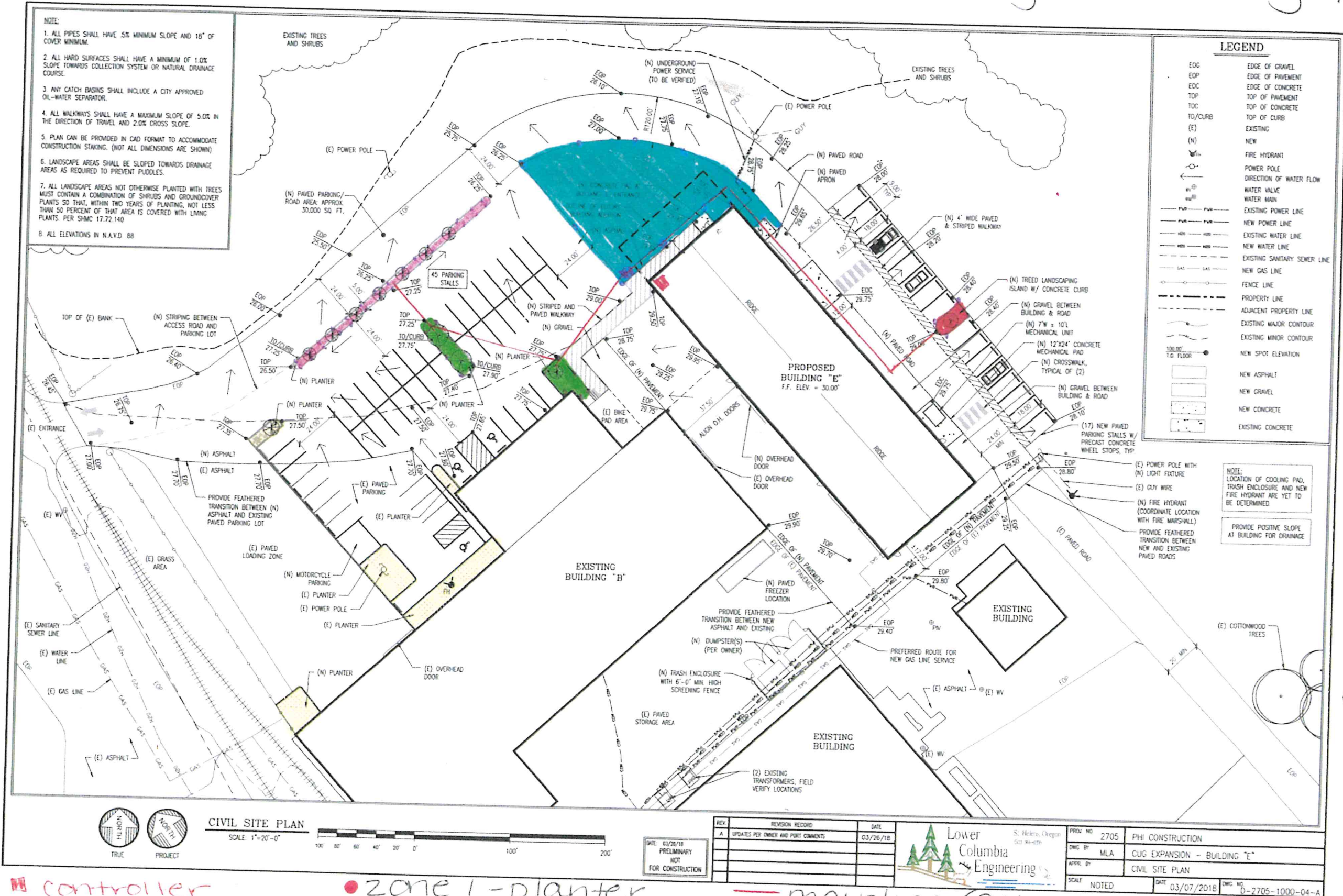
SOR.9.17 SITE PLAN



Irrigation Design

FILE

SOR.9.17 LANDSCAPE PLAN (IRRIGATION)

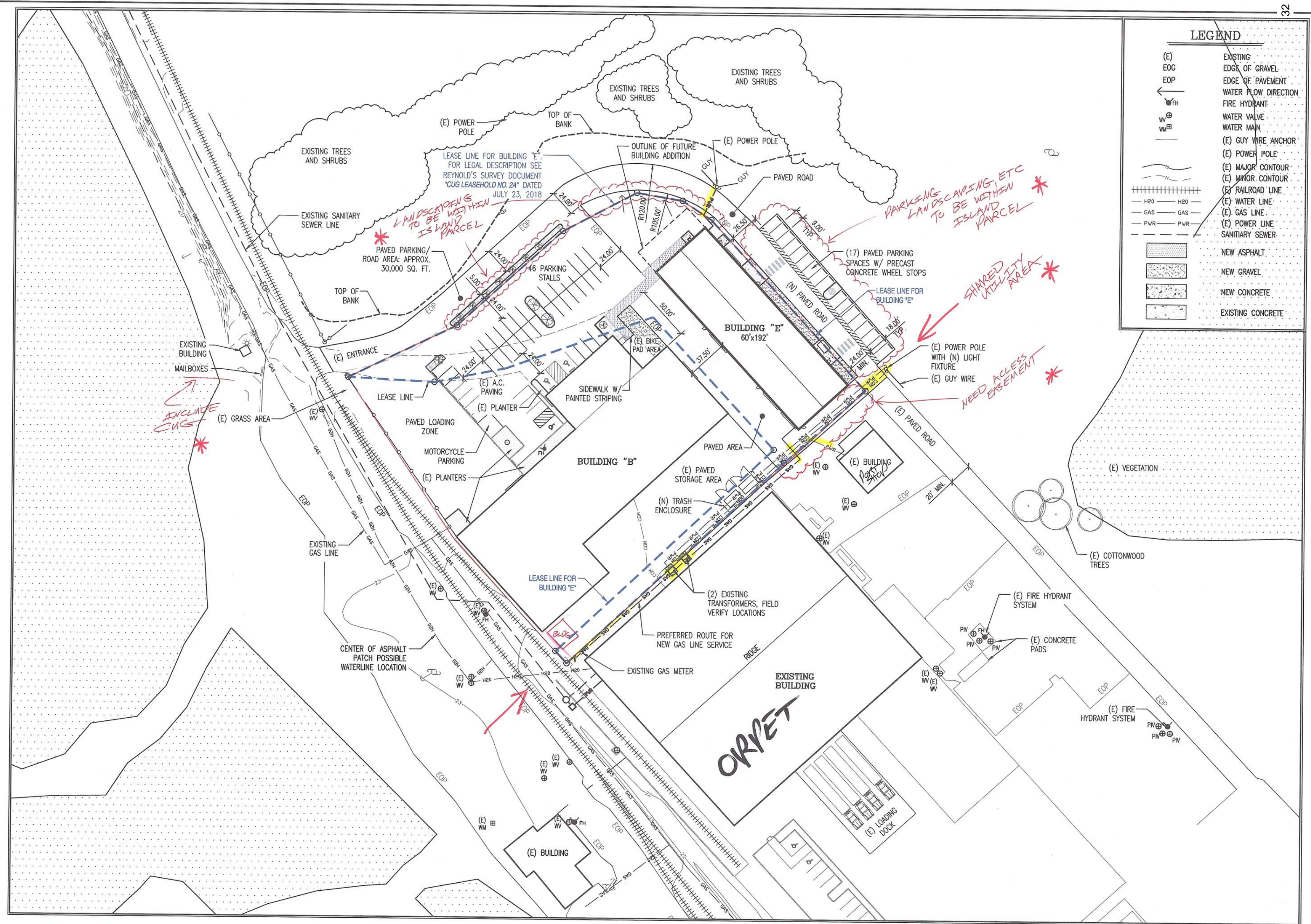


Controller
Backflow
Existing

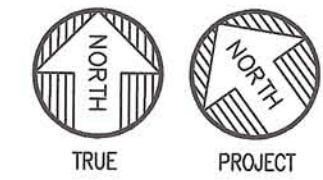
• Zone 1 - planter
• Zone 2 - Lawn
• Zone 3 - planter
• Zone 4 - planter

mainline (all mainline in sleeve)
• sprayheads
• Laterals connect all heads

LLA CONSIDERATIONS



LEGEND	
(E) EOG	EXISTING EDGE OF GRAVEL
(E) EOP	EXISTING EDGE OF PAVEMENT
	WATER FLOW DIRECTION
	FIRE HYDRANT
	WATER VALVE
	WATER MAIN
	(E) GUY WIRE ANCHOR
	(E) POWER POLE
	(E) MAJOR CONTOUR
	(E) MINOR CONTOUR
	(E) RAILROAD LINE
	(E) WATER LINE
	(E) GAS LINE
	(E) POWER LINE
	SANITARY SEWER
	NEW ASPHALT
	NEW GRAVEL
	NEW CONCRETE
	EXISTING CONCRETE



CUG LEASE AREA 2A
SCALE: 1"=40'-0"



REV.	REVISION RECORD	DATE



PROJ. NO.	2705	PORT OF ST. HELENS
DWG. BY	MLA	MIP BUILDING "E"
APPR. BY		C.U.G. LEASE AREA 2A
SCALE	NOTED	DATE 03/07/2018
DWG. NO.	D-258	

LLA RIGHTS OF ACCESS UTILITIES



BENEFITTING "ISLAND PARCEL"
BENEFITTING "PARENT PARCEL"

TRUE PROJECT

CUG LEASE AREA 2A

SCALE: 1"=40'-0"

REV.	REVISION RECORD	DATE

Lower Columbia Engineering

St. Helens, Oregon
(503) 366-0389

PROJ. NO.	2705	PORT OF ST. HELENS
DWG. BY	MLA	MIP BUILDING "E"
APPR. BY		C.U.G. LEASE AREA 2A
SCALE	NOTED	DATE 03/07/2018
DWG. NO.	D-2581-1000-04	

DATE: 12/12/18
ISSUED FOR APPROVAL

Jacob Graichen

From: Jacob Graichen
Sent: Tuesday, July 23, 2019 4:53 PM
To: 'WERTH Ted * BIZ'
Subject: RE: Port of Columbia County - CUG Contract

Thank you!

Jacob Graichen, AICP, City Planner
City of St. Helens

From: WERTH Ted * BIZ <Ted.Werth@oregon.gov>
Sent: Tuesday, July 23, 2019 3:03 PM
To: Jacob Graichen <jacob@ci.st-helens.or.us>
Subject: RE: Port of Columbia County - CUG Contract

Jacob,

The Port's loan agreement with the Business Oregon is attached. The provision setting a deadline for the Port is found in Section 8 (c) (9, 10, 11). The most practical way for them to satisfy this requirement is to have this property on either an appropriately sized separate tax lot or, on an appropriately sized tax lot that includes both buildings.

Let me know if you have any questions.

Sincerely,

Ted Werth
Regional Port Project Manager

Business Oregon | www.oregon4biz.com
503-779-3221 mobile



From: Jacob Graichen <jacob@ci.st-helens.or.us>
Sent: Tuesday, July 23, 2019 1:27 PM
To: WERTH Ted * BIZ <Ted.Werth@oregon.gov>
Subject: Port of Columbia County - CUG Contract

Ted,

We spoke on the phone about the contract and the Port's proposal to adjust property lines.

You had mentioned the contract had a nine month deadline with the Port and you could send it.

That would be great.

Thank you!

Jacob Graichen, AICP, City Planner
City of St. Helens
jacobg@ci.st-helens.or.us
(503) 397-6272

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
FINANCING CONTRACT

Project Name: Composites MIP-E Production Building Project

Project Number: X19001

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”), and the Port of Columbia County (“Recipient”) for financing of the project referred to above and described in Exhibit C (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$1,381,000.

“Grant Amount” means \$100,000.

“Interest Rate” means 3.43% per annum.

“Loan Amount” means \$900,000.

“Maturity Date” means the 19th anniversary of the Repayment Commencement Date.

“Payment Date” means quarterly payments to occur on: 1 January, 1 April, 1 July, and 1 October.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 36 months after the date of this Contract.

“Repayment Commencement Date” means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

- A. A non-revolving loan (the “Loan”) in an aggregate principal amount not to exceed the Loan Amount.
- B. A grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Full Disbursement. OBDD will disburse the Financing Proceeds to Recipient within fifteen (15) days of full execution of this Contract and satisfaction of all conditions precedent stated in this Contract.
- B. Financing Availability. OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.
- D. Order of Disbursement. The Recipient authorizes OBDD to determine whether disbursements will be drawn from the Loan or the Grant, and record the date and amount of each such disbursement. Absent manifest error, such notations will be conclusive evidence for determining accrual of interest on the principal balance of the Loan and the remaining Loan or Grant amount available for disbursement.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

The Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.

- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.

D. Loan Prepayments.

- (1) Mandatory Prepayment. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
- (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient.
- (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
- (3) An opinion of Recipient's Counsel.
- (4) A copy of the fully executed Lease, as that capitalized term is defined in Exhibit A.
- (5) A fully executed assignment of rents and leases by which Recipient pledges and assigns to OBDD all rents due Recipient under the Lease.
- (6) A fully executed Agreement and Indemnification Regarding Hazardous Substances for the Property.
- (7) Such other certificates, documents, opinions and information as OBDD may reasonably require.

B. Conditions to Disbursements. OBDD has no obligation to disburse funds unless all following conditions are met:

- (1) There is no Default or Event of Default.
- (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
- (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
- (4) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.

- (5) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.
- (6) The Recipient has delivered to OBDD a copy of a duly signed first source hiring agreement between any benefited business and a local job training provider, as required by OAR Chapter 123, Division 70, that does not terminate or expire prior to 18 months from the date that the benefited business begins to request referrals under the first source hiring agreement.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.

- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, that relate to the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

- (2) State labor standards and wage rates found in ORS chapter 279C.
- (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations and all contracts.
- (2) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process.
- (3) Provide a copy of the bid tabulation, notice of award, and contract to OBDD after selecting a construction contractor.
- (4) Permit OBDD to conduct inspection of the Project at any time.
- (5) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (7) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.
- (8) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- (9) No later than nine months from the date of execution of this Contract, provide OBDD the original recorded Line of Credit Deed of Trust for the Property.
- (10) No later than nine months from the date of execution of this Contract, provide OBDD a preliminary title insurance policy for the Property in an amount not less than the amount of the Loan.
- (11) No later than nine months from the date of execution of this Contract, provide OBDD a final title insurance policy for the Property in an amount not less than the amount of the Loan.

D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient.

E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied first, to prepay the outstanding balance on the Loan in accordance with Section 4.D.(1), and second, to repay the Grant, unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, first, prepay the entire outstanding balance on the Loan in accordance with Section 4.D.(1), and second, repay the Grant, unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan and repay the Grant immediately upon demand by OBDD.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied first, to prepay the outstanding balance of the Loan in accordance with Section 4.D.(1), and second, to repay the Grant.
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the Property constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this Section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- R. Job Creation and Maintenance or Grant Repayment. The Grant is conditioned upon the Tenant’s creation of at least 20 new full-time equivalent jobs (“FTEs”) at the Property and maintaining those same FTEs for four consecutive calendar quarters beginning no sooner than the Project Completion Date, and ending no later than two years after that date (the “Maintenance Period”). For purposes of this Section, Recipient may designate any single set of four consecutive calendar quarters occurring between these dates as the Maintenance Period. However, if Recipient transfers all or any part of the Property to a private entity before the end of the Maintenance Period, the Maintenance Period shall end on the date of transfer and only hours worked after the Project Completion Date and before the date of transfer will be considered hours worked (see description below). For avoidance of doubt, Recipient may not report the jobs created under the parties’ separate Contract, Project L16008, as jobs created and maintained for this Project X19001.

If less than 20 FTEs are maintained during the Maintenance Period (an “FTE Shortfall”), Recipient shall repay the Grant in an amount equal to \$5,000 multiplied by the number of FTEs comprising the FTE Shortfall. For example, if the FTE Shortfall is three FTEs because only 17 FTEs were maintained during the Maintenance Period, then Recipient must repay to OBDD \$15,000 of the Grant Amount (\$5,000 x 3 FTEs). Any amount due under this Section shall be payable upon demand by OBDD or, at Recipient’s option, may be added to the principal balance of the Loan and payable in accordance with the payment terms of this Contract.

For purposes of this Contract, one FTE is equal to 1,820 hours worked during the Maintenance Period. “Hours worked” for an employee means all hours that the employee worked, if the employee is paid for those hours. “Hours worked” does not include vacation time, sick leave or any other paid time where no work is performed.

OBDD intends to obtain the number of hours worked by the Tenant’s employees at the Property during the Maintenance Period by reviewing information obtained from the Oregon Employment Department. If OBDD cannot obtain information from the Oregon Employment Department to determine the number of hours worked, Recipient shall obtain and provide comparable information, as OBDD may reasonably request, in order to determine the actual number of FTEs maintained.

SECTION 9 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.
- D.
 - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of the Property; or
 - (5) The Recipient takes any action for the purpose of affecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.

- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in Subsections A through E of this Section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
 - (6) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to Section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to repay any Grant proceeds owed; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) The liability of the OBDD under this Contract is contingent upon the availability of moneys in the Special Public Work Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- D. Notices. All notices to be given under this Contract or any other Financing Document must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this Section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.
- | | |
|------------------|---|
| If to OBDD: | Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280 |
| If to Recipient: | Deputy Executive Director
Port of Columbia County
PO Box 190
Columbia City OR 97018-0190 |

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

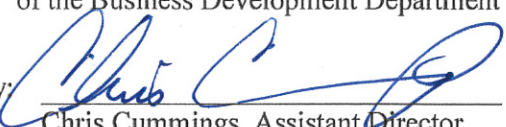
The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

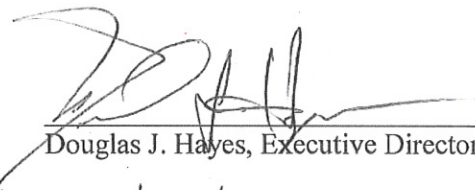


*OK
2/4/19*

STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department

PORT OF COLUMBIA COUNTY

By: 
Chris Cummings, Assistant Director
Economic Development

By: 
Douglas J. Hayes, Executive Director

Date: 2-4-19

Date: 01/29/2019

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Sam Zeigler via email dated 6 December 2018
Sam Zeigler, Senior Assistant Attorney General

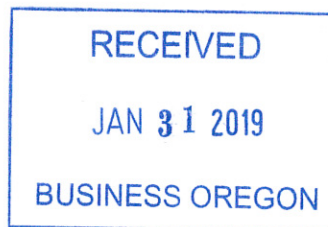


EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 6 August 2018.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Enterprise Fund” means Recipient’s primary operating fund, formerly comprised of its General Fund, Revenue Fund, Bond Fund and Capital Improvements Fund.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan and Grant collectively or Loan or Grant individually without distinction.

“Lease” means that certain lease agreement between Recipient as landlord and the Tenant as tenant for the Tenant’s lease of the Property for (i) a term of not less than 20 years and (ii) an annual rent in an amount not less than 120% of the annual debt service on the Loan.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan or Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Permitted Liens” means the permitted liens listed in Exhibit B.

“Project Completion Date” means the date on which Recipient completes the Project.

“Property” means those land and improvements identified in Exhibit C hereto.

“Tenant” means Aero Investment Strategies, LLC, d.b.a. Composites Universal Group.

EXHIBIT B - SECURITY

A. Full Faith and Credit Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from and secured by all lawfully available funds of Recipient.

B. Pledge of Net Revenues of Enterprise Fund.

1. All payment obligations under this Contract and the other Financing Documents are payable from the revenues of the Enterprise Fund after payment of operation and maintenance costs of the Enterprise Fund (“Net Revenues”). The Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in Subsections 2 and 3 of this Section B, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this Subsection 1 is hereinafter referred to as the “OBDD Lien”.

2. OBDD acknowledges that Recipient has senior debt in the form of a Columbia Pacific Economic Development District loan, numbered 59-01-01. The Recipient shall not further incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to the OBDD Lien.

3. Notwithstanding the requirements of Subsection 2 of this Section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD’s liens on such Net Revenues in relation to the lien(s) of any third party(ies).

4. The Recipient shall charge rates and fees and otherwise collect revenues in connection with the Enterprise Fund which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to one hundred twenty percent (120%) of the aggregate annual debt service due in the fiscal year on the following: (i) the Loan; (ii) any outstanding obligations payable from or secured by a lien on and pledge of Net Revenues that is superior to the OBDD Lien; and (iii) any outstanding obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien.

5. The Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien, provided that no deposit of the Net Revenues of the Enterprise Fund into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with or superior to the OBDD Lien (including any obligations described in Subsection 3 above) for the 12-month period after such deposit.

C. Assignment of Rents under the Lease.

Pursuant to the Assignment of Rents and Leases that the Recipient will execute and deliver to OBDD under Section 5.A.(5) of the Agreement, the Recipient pledges and assigns to OBDD all rents payable under the Lease.

D. Lease Rents; U.C.C.

The Recipient acknowledges and agrees that OBDD may file a UCC-1 form to perfect its lien on the Lease rents as described in Subsection C above. The Recipient further agrees it will, at any time upon request of OBDD, do, make, execute and deliver all such additional and further acts, instruments or papers as OBDD may require to secure rights in such personal property, including, without limitation, obtaining other third party waivers, consents, assignments and approvals in form and substance satisfactory to OBDD.

EXHIBIT C - PROJECT DESCRIPTION

The Recipient will, with the assistance of an Oregon licensed engineer or architect, design and construct new building improvements of approximately 11,520 square feet, to be known as Building “E”, and located at 58144 Old Portland Road in the Multnomah Industrial Park, located in Columbia County, Oregon.

The approved purpose for the Project is to lease Building “E” to the Tenant.

Up to \$1,000,000 of pre-award expenses for construction are allowed.

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Construction “Pre-Award”	\$1,000,000	\$0
Construction	0	381,000
Total	\$1,000,000	\$381,000

SUNSERI Brenda * BIZ

From: SUNSERI Brenda * BIZ
Sent: Friday, February 8, 2019 4:30 PM
To: 'miranda@portsh.org'
Cc: WERTH Ted * BIZ
Subject: X19001 Composites MIP-E Production Building Project Executed Contract and Security Agreement
Attachments: X19001 Port of Columbia County Contract Executed and Security Agreement.pdf
Categories: Added to Salesforce
SalesforceTaskId: 00T1G00002BYPtZ
SfdcUserId: 0051G000005ox3YQAQ

Good Morning,

Business Oregon has completed the first page of the Security Agreement (page.17 of the PDF). Please review and should you have any objections to the dates contact Ted Werth.

Thank you for returning the signed Agreement. Attached please find an executed copy for your project file.

If you have any questions, please do not hesitate to contact your Regional Project Manager, Ted Werth at 503-779-3221 or email to: Ted.Werth@oregon.gov.

Sincerely,

Brenda Sunseri
Administrative Assistant
Program and Incentives
www.oregon.4biz.com
503-986-0157 Office



**OREGON INFRASTRUCTURE FINANCE AUTHORITY
SECURITY AGREEMENT AND ASSIGNMENT OF LEASES, RENTS, ISSUES, AND PROFITS**

SPECIAL PUBLIC WORKS FUND CONTRACT NUMBER X19001

THIS SECURITY AGREEMENT is made this 4th day of February, 2019, by the Port of Columbia County, an Oregon port district, PO Box 190 Columbia City OR 97018-0190 (herein called "Borrower"), in favor of the STATE OF OREGON, acting by and through its INFRASTRUCTURE FINANCE AUTHORITY of the BUSINESS DEVELOPMENT DEPARTMENT, whose principal office is 775 Summer Street NE, Suite 200, Salem, Oregon 97301-1280 (herein called "Lender"). Capitalized terms used in this Agreement that are not defined herein shall have the meanings assigned to them by the following documents, listed in order of preference: that certain Special Public Works Fund Financing Contract dated February 4th, 2019, between Borrower and Lender (as amended from time to time the "Contract"), and the Uniform Commercial Code of Oregon.

BORROWER'S SECURED OBLIGATIONS

This Security Agreement is given to secure (a) payment of the indebtedness owed by Borrower to Lender, evidenced by the Contract, in the principal sum of One Million Dollars (\$1,000,000) and (b) performance by Borrower of all the covenants, conditions, and warranties contained in this Agreement, the Contract, and any other agreement, document, or instrument, and (c) payment of any other indebtedness owed by Borrower under the Contract, this Agreement or any other agreement, document, or instrument and for any future advance made by Lender to Borrower.

SECURITY INTEREST – COLLATERAL

Borrower, in consideration of the Lender's loan to Borrower, grants Lender a continuing security interest in the following ("Collateral"):

1. **Assignment.** Borrower assigns and transfers to Lender (1) all leases, subleases, licenses, rental contracts, and other agreements, whether now existing or hereafter arising (the "Leases"), relating to the occupancy or use of all or any portion of the Borrower's land and buildings known as Multnomah Building "E" at the Multnomah Industrial Park in Columbia County ("Property"), including all modifications and extensions, and (2) all rents, revenues and benefits derived from the Property, including but not limited to lease and security deposits (the "Rents"). This assignment is intended by Borrower and Lender to create a present and unconditional assignment to Lender, subject only to the license set forth in Section 4 below.

2. **Rights of Lender.** Subject to the provisions of Section 4 below giving Borrower a revocable, limited license, Lender has the right and power to:

(1) Notify any and all lessees, tenants, renters, licensees, and other obligors under any of the Leases that the same have been assigned to Lender and that all Rents are to be paid directly to Lender, whether or not Lender has foreclosed or commenced foreclosure proceedings against the Property, and whether or not Lender has taken possession of the Property;

(2) Discount, settle, compromise, release, or extend the time for payment of, any amounts owing under any of the Leases and any Rents, in whole or in part, on terms determined solely by Lender;

(3) Collect and enforce payment of Rents and all provisions of the Leases, and to prosecute any action or proceeding in the name of Borrower or Lender with respect to any and all Leases and Rents; and

(4) Exercise any and all other rights and remedies of the lessor in connection with any of the Leases and Rents.

3. **Application of Receipts.** Lender has the right and power to use and apply any Rents received under this Security Agreement (1) for the payment of any and all costs and expenses incurred in connection with enforcing or defending the terms of this assignment or the rights of Lender, and in collecting any Rents; and (2) for the operation and maintenance of the Property and the payment of all costs and expenses in connection therewith, including but not limited to the payment of utilities, taxes, assessments, governmental charges, and insurance. After the payment of all such costs and expenses, and after Lender has, at its option, set up such reserves as it deems necessary in its sole discretion for the proper management of the Property, Lender shall apply all remaining received Rents to the reduction of the Obligations in such order as it determines. Lender's exercise or failure to exercise any of the rights or powers granted in this assignment does not constitute a waiver of any Borrower default under this Security Agreement, the Contract, or any other Loan Documents.

4. **License.** Lender grants to Borrower a revocable license to collect and receive the Rents. Such license may be revoked by Lender, without notice to Borrower, upon the occurrence of any event of default under this Security Agreement, including any default by Borrower of its covenants in this Security Agreement. Unless and until such license is revoked, Borrower agrees to apply the proceeds of Rents to the payment of the Obligations and to the payment of taxes, assessments, governmental charges, insurance premiums, and other obligations in connection with the Property, and to the maintenance of the Property, before using such proceeds for any other purpose.

5. **Borrower Obligations.** Borrower agrees to (1) observe and perform every obligation of Borrower under the Leases; (2) enforce or secure at its expense the performance of every obligation to be performed by any lessee or other party under the Leases; (3) promptly give notice to Lender of any default by any such lessee or other party under any of the Leases, and promptly provide Lender a copy of any notice of default given to any such lessee or other party; (4) not collect any Rents more than 30 days in advance of the time when the same shall become due, or anticipate any other payments under the Leases, except for bona fide security deposits not in excess of an amount equal to two months' rent; (5) not further assign or hypothecate any of the Leases or Rents; (6) except with Lender's prior written consent, not waive, release, or in any other manner discharge any lessee or other party from any of its obligations under any of the Leases; (7) except with Lender's prior written consent, not modify or amend any of the Leases; (8) except with Lender's prior written consent, not cancel, terminate, or accept surrender of any of the Leases unless Borrower has entered into a Lease for the space to be vacated on terms at least as favorable to Borrower, commencing within 30 days after such cancellation, termination, or surrender; (9) obtain Lender's prior written approval as to the form and content of all future leases and any modifications of any present or future leases; (10) deliver copies of all present and future leases to Lender promptly; and (11) appear in and defend, at Borrower's sole cost and expense, any action or proceeding arising out of or in connection with the Leases or the Rents.

6. **Limitation of Lender's Obligations.** Notwithstanding the assignment provided for in this Agreement, Lender is not obligated to perform or discharge, and Lender does not undertake to perform or discharge, any obligation or liability with respect to the Leases or the Rents. This assignment shall not be deemed to place responsibility for the control, care, maintenance, or repair of the Property upon Lender, or to make Lender responsible for any condition of the Property. Lender shall be accountable to Borrower only for the sums actually collected and received by Lender pursuant to this assignment. Borrower shall hold Lender fully harmless from, indemnify Lender for, and defend Lender against any and all claims, demands, liabilities, losses, damages, and expenses, including attorney fees, arising out of any of the Leases, with respect to any of the Rents, or in connection with any claim that may be asserted against Lender on account of this assignment or any obligation or undertaking alleged to arise therefrom.

7. **Termination.** The assignment provided for in this Security Agreement continues in full force and effect until all the Obligations have been fully paid and satisfied. At such time, this assignment and the authority and powers granted by Borrower to Lender cease and terminate.

8. **Attorney-in-Fact.** Borrower irrevocably appoints Lender and each of its officers as its true and lawful attorney-in-fact, with power of substitution, to undertake and execute any and all of the rights, powers, and authorities described in this Security Agreement with the same force and effect as if undertaken or performed by Borrower, and Borrower ratifies and confirms any and all such actions that may be taken or omitted to be taken by Lender, its employees, agents, and attorneys.

BORROWER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower represents, warrants, covenants, and agrees as follows:

9. Borrower is a port district duly organized and existing under the laws of the State of Oregon.
10. The execution, delivery, and performance of this Agreement are within Borrower's powers, have been duly authorized, and are not in contravention of law or the terms of Borrower's organizing documents, or of any indenture, agreement or undertaking to which Borrower is a party or by which it or its property is bound.
11. Borrower is owner of the Property free and clear from any lien, security interest, or encumbrance, there is no financing statement now on file in any public office covering the Property, or intended so to be, or in which Borrower is named as or signs as a Borrower or consignee. Borrower will not incur any obligations, liens, security interests, or encumbrances in the Property superior to or on parity with the security interest of Lender. Borrower will defend the Property and Lender against the claims and demands of all other persons at any time claiming any interest in the Property.
12. Borrower will not sell, exchange, lease, remove or otherwise dispose of the Property, or any part, other than in the normal course of business, and only to buyers who qualify as a buyer in the ordinary course of business, or grant any other security interest, or suffer or permit any other lien, levy or attachment or security interest or financing statement to be filed with reference to the Property, except by written consent of Lender. A sale in the ordinary course of Borrower's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale.
13. Borrower will pay all filing and recording fees, and all expenses incident to the execution, filing, recording, and acknowledgment of this Security Agreement.
14. As often as Lender shall require, and insofar as Property consists of equipment, Borrower shall deliver to Lender such lists, descriptions and designations of equipment as Lender may require to identify the nature, extent and location of Borrower's equipment. Also, insofar as Property consists of equipment, Borrower shall not, without the prior written consent of Lender, cause or permit Borrower's equipment or any part to be taken outside the State of Oregon. Borrower shall not permit any use of any of the equipment in violation of any law or ordinance.
15. Borrower will keep the Property in good repair and condition. Borrower will not commit or permit waste to the Property and will not do any act or thing which would impair or decrease the value of the Property. Lender may examine and inspect the Property at any time, wherever located. In the event of the failure of Borrower to keep the Property in good repair, Lender may make such repairs at Borrower's expense as in Lender's sole discretion it may deem necessary for proper preservation, and any and all sums paid for such repairs shall bear interest from the

date of payment at the rate specified in the Contract, shall be due from and payable by Borrower on demand, and are fully secured by this Security Agreement.

16. At its own expense, Borrower will keep the Property insured against loss by fire and such other hazards, casualties and contingencies to the extent that similar insurance is usually carried by similar organizations constructing, operating and maintaining similar facilities. If requested by Lender, Borrower will promptly provide Lender with the original policies or, if Lender agrees, certificates of such insurance.
17. Borrower will pay before delinquency all taxes, charges, and encumbrances levied upon or assessed, placed, or made against the Property. Borrower may, however, withhold payment of any tax assessment or claim if a good faith dispute exists as to the obligation to pay; provided that, if a lien arises as a result of such nonpayment, then Lender shall treat such lien as an adverse claim under Section 12. If requested by Lender, Borrower will promptly deliver to Lender all notices of taxes, charges, and encumbrances due and any receipts for payment of same.

Lender is not required to, but may at its option, pay any tax or other charge or encumbrance payable by Borrower, and any amount so paid shall bear interest from the date of payment at the rate specified in the Contract, shall be payable by Borrower on demand, and shall be fully secured by this Security Agreement.
18. To the extent permitted by law, Borrower will pay all costs and expenses, including reasonable attorney fees, whether or not suit is filed, and any attorney fees and costs at trial and on appeal, and any expenses of title search, filing and recording, incurred by Lender in the preservation, realization, enforcement and exercise of the rights, powers, and remedies of Lender.
19. Borrower shall give Lender written notice of the location of each place of business it has, and of its chief executive office if it has more than one place of business. Except as such notice is given, Borrower's chief executive office and only place of business shall be at Borrower's address as it appears at the beginning of this Agreement.
20. Borrower shall at all times maintain accurate and complete records of the Collateral. Borrower agrees to deliver copies of all records concerning said Collateral to Lender at Lender's request. Lender shall have the right, at all times and upon reasonable notice, to inspect all records of Borrower concerning said Collateral and to copy any books and records of Borrower concerning the Collateral.
21. Borrower, at any time upon request of the Lender, will do, make, execute and deliver all such additional and further acts, instruments or papers as the Lender may require to assure the Lender its rights hereunder and to the Collateral and its proceeds. Lender, at any time and at its option without further authorization from Borrower, may file copies of this Agreement as a financing statement. Borrower authorizes Lender to file a financing statement(s), amendments and continuation statements to perfect and continue its security interest.

DEFAULTS, REMEDIES

22. Borrower shall be in default under this Agreement upon the occurrence of any of the following events:
 - a. Borrower is in default under the Contract or any of other document, agreement or instrument;

- b. Failure by Borrower to keep, observe or perform any provision of this Agreement or any other agreement between Borrower and Lender;
 - c. Any misrepresentation, breach of warranty or material falsity of any certificate, schedule or statement made or furnished by Borrower to Lender, whether or not in connection with this Agreement;
 - d. Change in the condition or affairs, financial or otherwise, of the Borrower or of any endorser, guarantor or surety for the liability of Borrower to Lender which in the opinion of Lender impairs or decreases its security or increases its risk;
 - e. Loss or destruction of or substantial damage to any of the Property;
 - f. Calling of a meeting of creditors, appointment of a committee of creditors or liquidating agents, or offering of a composition or extension to creditors by, for or of Borrower;
 - g. Termination of business or dissolution of Borrower; failure of Borrower or any endorser, guarantor, or surety for any obligation or liability of Borrower to Lender to pay or perform its obligations in the ordinary course of business; appointment of a receiver of any part of the property of Borrower, assignment for the benefit of creditors by Borrower, commencement of any proceeding under any bankruptcy or insolvency laws, or any laws relating to the relief of Borrowers, readjustment of indebtedness, reorganization, composition or extension, by or against Borrower;
 - h. Levy by any legal process upon any of the Collateral; or
 - i. If Lender in good faith deems itself to be insecure.
23. Upon default, Lender:
- a. Shall have the right to declare immediately due and payable all or any secured indebtedness and to terminate any commitments to make any loans or otherwise extend credit to Borrower;
 - b. May require Borrower to deliver to Lender all original documents, drafts, acceptances, notes, securities, other instruments and chattel paper described as Collateral,
 - c. Shall have all rights, privileges, powers and remedies of a secured creditor provided by ORS Chapter 79 at law, in equity, or otherwise.
 - d. Shall have full power to demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, realize upon, endorse, sell, or otherwise deal with the Collateral or proceeds, whether or not the obligations of Borrower to Lender or the Collateral are then due, in its own name or that of Borrower; for the purpose of realizing Lender's rights, may, insofar as Borrower can give authority, enter upon any premises on which the Collateral may be situated and remove the same; and further may receive, open and dispose of mail addressed to Borrower and shall have full power and is hereby appointed Borrower's attorney-in-fact to endorse notes, checks, drafts, money orders, documents of title or other evidences of payment, shipment or storage or any form of Collateral on behalf of or in the name of Borrower. This power of attorney is a power coupled with an interest and is irrevocable;
 - e. May require Borrower to notify lessees, tenants, renters, licensees, and other obligors under any of the Leases that payment is to be made directly to Lender or to any financial institution designated by Lender as Lender's agent. Lender may itself, without notice to or

demand upon Borrower, so notify such persons. After the making of such a request or the giving of any such notification, Borrower shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by Borrower as trustee for Lender without commingling the same with other funds of Borrower and shall turn the same over to Lender in the identical form received, together with any necessary endorsements or assignments.

- f. May require Borrower to assemble the Collateral and make it available to Lender at the place designated by Lender that is reasonably convenient to both parties;
- g. May, without notice, apply for and secure the appointment of a receiver to take possession of the Collateral and the income, rents and proceeds, and any receiver appointed may serve without bond. Employment by the Lender shall not disqualify a person from serving as receiver.

OTHER

- 24. This Security Agreement shall also secure all other later advances made by Lender to Borrower, unless Lender has otherwise agreed in writing for any advance. Lender shall not be obligated to make any such advance or to permit or suffer the creation of any additional indebtedness.
- 25. Lender does not assume and shall not be subject to any obligation or liability to any third parties in connection with any of the Collateral. Lender will be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, employees or agents will be responsible to Borrower for any act or failure to act.
- 26. Lender shall have no duty
 - a. To collect the Collateral or any proceeds;
 - b. To preserve rights of Borrower or others against prior parties;
 - c. To realize on the Collateral in any particular manner or seek reimbursement from any particular source;
 - d. To preserve, protect, insure or care for the Collateral.
- 27. Lender shall not be required to marshal any Collateral or to resort to such collateral security or other assurances of payment in any particular order. To the extent that it lawfully may, Borrower agrees that it will not invoke, and irrevocably waives the benefits of, any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Lender's rights.
- 28. The waiver by Lender of any breach by Borrower of any term, covenant or condition of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. Lender may pursue any of its remedies concurrently or consecutively without being deemed to have waived its right to pursue any other remedy. The failure to exercise any right or remedy shall not prevent Lender from later exercising any such right or remedy, in the case of the same or subsequent default, and notice of the exercise of any such right or remedy is hereby waived. No waiver or modification of any term in this Agreement shall be effective unless in writing signed by Lender.

29. Borrower waives notice, demand, presentment, dishonor, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance and all other demands and notices of any description. With respect both to the liabilities of Borrower to Lender and the Collateral, Borrower assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of Collateral, to the addition or release of any party primarily or secondarily liable, to the acceptance of partial payments and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Lender may deem advisable. Lender may exercise its rights with respect to the Collateral without resorting to or regard to other collateral or sources of reimbursement for any of the liabilities of Borrower to Lender.
30. Except as otherwise specified herein, all notices, requests, demands, and other communications to or upon the parties shall be in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Borrower or Lender at the address or number indicated in the Contract, or to such other addresses or numbers as either party may later indicate pursuant to this Section 30. Any notice, request, demand, or other communication so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
31. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.
32. These covenants and agreements shall bind, and these rights shall inure to the benefit of, the respective successors and assigns of Lender and Borrower. Whenever used, the singular number shall include the plural, and the plural the singular; and the use of any gender shall apply to all genders.
33. To the extent permitted by law, Borrower shall hold Lender harmless from any and all loss and expense, including but not limited to attorney fees and court costs, in any suit, action or proceeding or any appeal brought against Lender by a third party resulting from or attributable to the Contract or Lender's interest under this Agreement.
34. The prevailing party in any dispute arising from this Agreement shall be entitled to recover from the other its reasonable attorney fees, costs and expenses at trial and on appeal, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act. Reasonable attorney fees shall not exceed the rate charged to Lender by its attorneys. Borrower shall, on demand, pay Lender's reasonable expenses incurred by Lender in the collection of amounts due.
35. All the terms and the rights, duties, and remedies of the parties shall be governed by the laws of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between Borrower and Lender that arises from or relates to this Security Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County of the State of Oregon.

IN WITNESS WHEREOF, Borrower has executed this Agreement this 29th Day of JANUARY, 2019.

Port of Columbia County

By: 

Name, Title



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

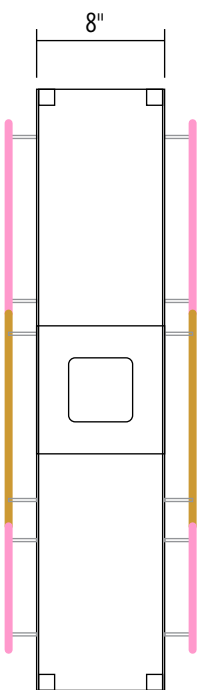
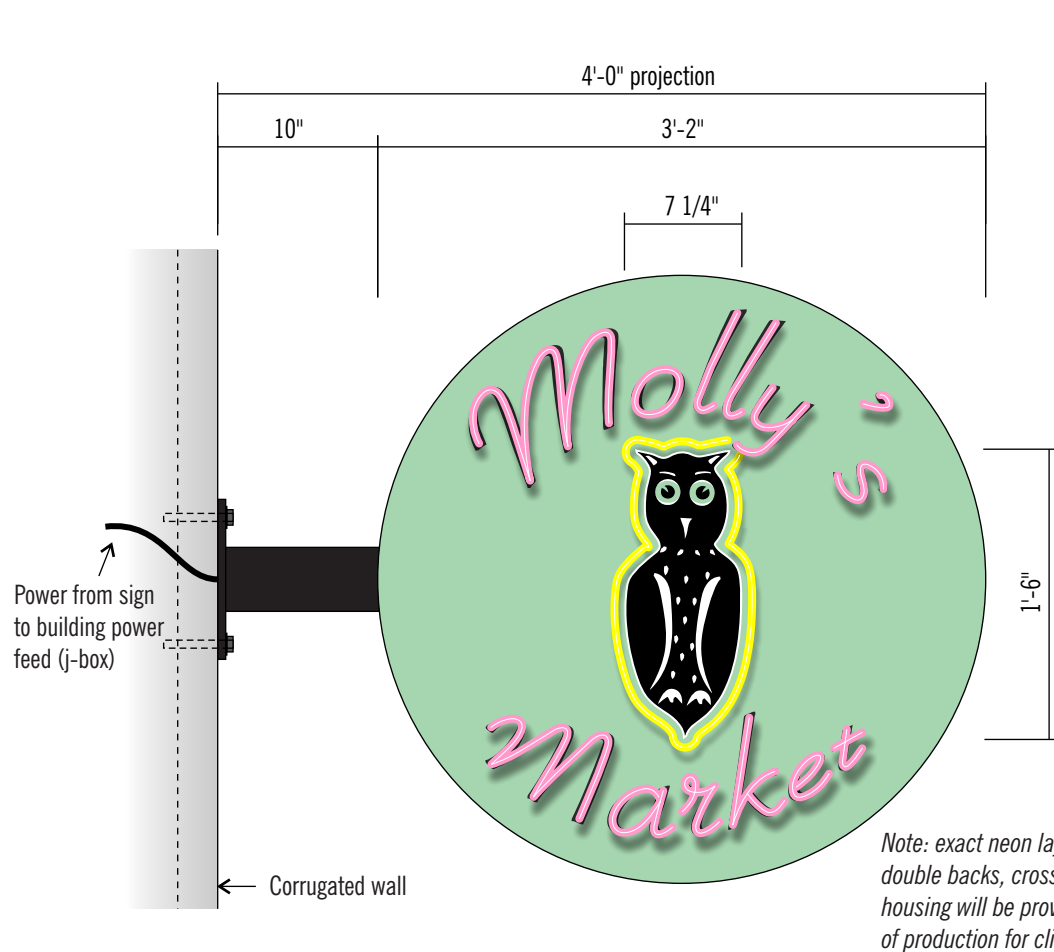
TO: Planning Commission acting as Historic Landmarks Commission)
FROM: Jennifer Dimsho, Associate Planner
RE: New Neon Projecting Sign for 290 S. 1st Street (Molly's Market)
DATE: August 7, 2019

Being in the Riverfront District (RD) zone, the sign is subject to review by the Historic Landmarks Commission (HLC) pursuant to SHMC 17.32.172(7). Please review the three attached excerpts from the Architectural Design Guidelines for the discussion about how whether or not the proposed projecting sign follows them. Your recommendation will be incorporated into the decision.

Regarding neon, the Guidelines state, **“Neon is acceptable, though can be restricted in size, if it does not obscure architectural detail or overly illuminate display windows. Neon signs should have an authentic, period or hand crafted look, and should not flash or otherwise vary in display.”** Also notice in the historic photo of S. 1st Street from 1930, the use of projecting signs was very common.

The full Architectural Design Guidelines are available online if you misplaced your copy:
<http://www.ci.st-helens.or.us/planning/page/riverfront-district-architectural-design-guidelines>

Attached: *Sign Plan*
Architectural Design Guidelines Pages 11 - 12, 24
Draft S.16.19 Staff Report



End/Section View
(simplified)



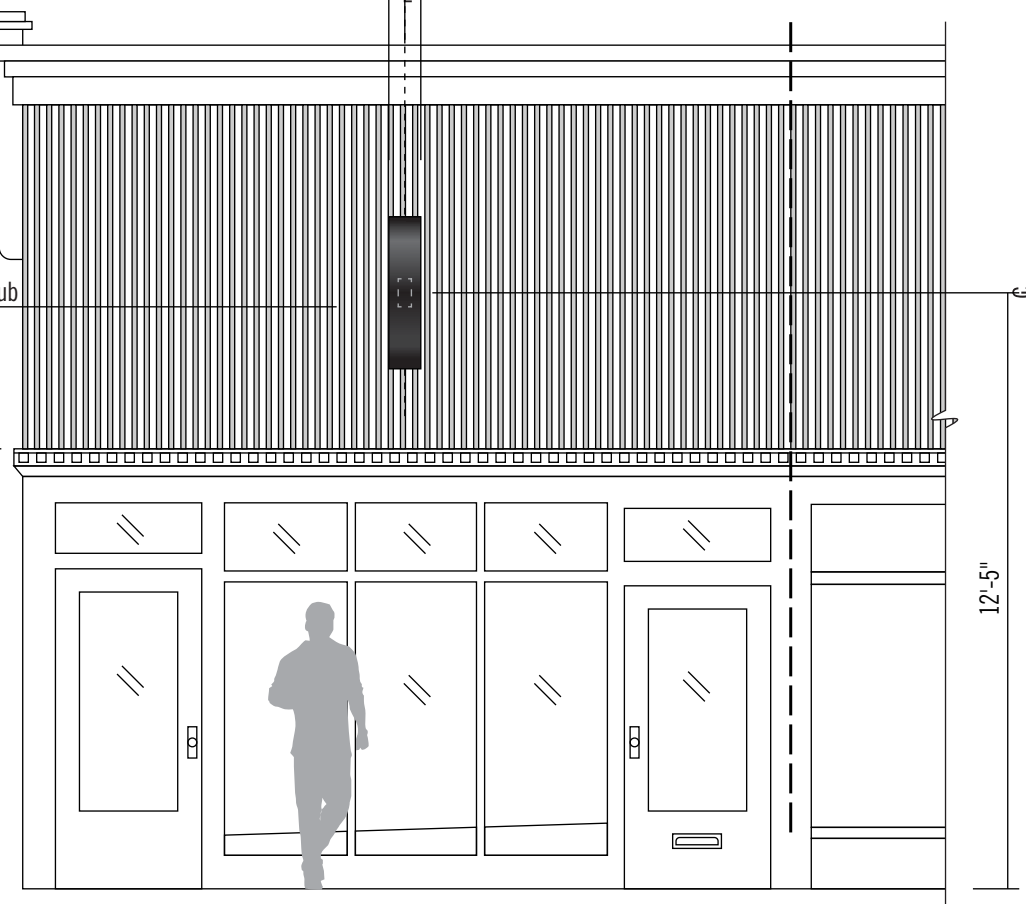
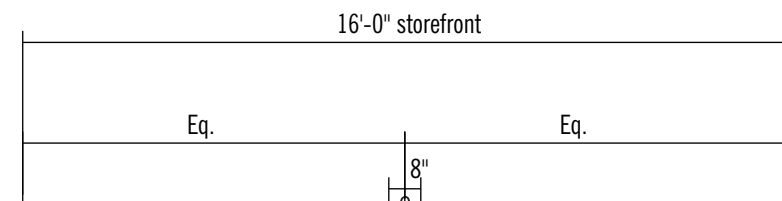
Simulated night illumination

Vinyl Color Chart

- 220-22 Matte Black
- 220-20 Matte White

Paint Color Chart

- P1 satin Black
- P2 satin Light Teal - TBD



Front Elevation

Scale: 1/4" = 1' - 0"

Side Elevation

Scale: 1/4" = 1' - 0"

D/F Blade

Scale: 1" = 1' - 0"

10.02 sq ft

Manufacture and install one (1) double face exposed neon display

Double face sign body to be fabricated aluminum with returns painted satin Black and faces painted light teal, exact color TBD. 4" steel square tube welded to 1/2" thick steel mounting plate

"Molly's Market" to be applied 220-22 Matte Black vinyl on face with exposed single tube 12mm Pink script neon on 1 3/4" glass stands. Paint crossovers and double-backs to match face color

Owl graphic to be 220-22 Matte Black and 220-20 Matte White. applied vinyl. 12mm Yellow neon outline on 1 3/4" glass stands

Corrugated upper fascia wall with wood wall construction behind. Attach sign to wall using mechanical fasteners hit high plane off ribbed wall.

- A. Total square footage of storefront is 232.5 sqft
- B Total square footage of signage is 10.02 sqft



9160 SE 74th Ave
Portland OR 97206
503.777.4555
800.613.4555
Fax 503.777.0220
ramsaysigns.com

Client:

Molly's Market / Molly Matchak
290 S 1st Street
St. Helens Oregon
97051

Date:

7/23/19

Project Manager:

Hal Fletcher

Designer:

Garrett Mattimoe

Client Approval + Date

Landlord Approval + Date

Revisions:

1. *
2.
3.
4.
5.



L73 Grounding and Bonding Statement for each permanently connected sign the following statement or equivalent "This sign is intended to be installed in the accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign" should be either directly marked on the sign or label attached to the sign, included in the installation instructions, or provided on a separate sheet or tag shipped with the sign.

© Copyright, 2019 Ramsay Signs, Inc. These plans are the exclusive property of Ramsay Signs, Inc. the original work of its design team. They are submitted to your company for the sole purpose of your consideration of whether to purchase these plans or to purchase from Ramsay Signs, Inc. a sign manufactured according to these plans. Distribution or exhibition of these plans to anyone other than employees of your company, or use of these plans to construct a sign similar to the one embodied herein, is expressly forbidden. In the event that such exhibition occurs, Ramsay Signs Inc. expects to be reimbursed 15% of total project value in compensation for time and effort entailed in creating these plans.

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Number of pages: 1

19-1118

4. SIGNAGE

Signage that creates visual delight is preferred.

Commercial signs in Olde Towne should identify businesses, promote merchandise or service within, attract customers, provide direction and information, and in some cases create visual delight and architectural interest. Poor quality commercial signage creates an uninviting image and suggests lack of consideration for the historic character of the retail storefronts.

NOTE: The following is meant as a supplement to the city's Sign Code. Sign permits, obtained through the Planning Department, are required pursuant to the St. Helens Development Code.



When considering materials for signage, prioritize those that are locally harvested and/or extracted, contain recycled materials, rapidly renewable materials or Forest Stewardship Council (FSC) certified wood.

4.2 GENERAL GUIDANCE

Signs should complement the historic and cultural significance of the area and be sensitive to existing architectural patterns and features found in Olde Towne.

- Signs should not obscure important architectural details.
- Signs should align with other signs on the block to create a pattern of horizontal and vertical façade features.
- Signs should be positioned to emphasize special shapes or details of the façade, draw attention to the shop entrance, or emphasize a display window.
- Buildings should use signs that are appropriately scaled, durable, and consistent with other signage in Olde Towne. Signs should be good neighbors within a block.
- Wall signs should be well positioned and appropriately sized within architectural features, such as the panels above storefronts on the primary or secondary building front, on the transom, or flanking doorways.
- Projecting signs should be positioned along the first floor level of the façade. Projecting signs may take on their own special shape, or create their own symbol within the overall façade design.

- Awnings may have building or business names or street address on the apron, but may not function as signs with extensive text areas.

Murals shall not become a predominating visual element of the streetscape.

- Murals must create and/or promote a similar character or feel to the Olde Towne district.
- Wall murals and other artwork of noncommercial nature should be sympathetic to historical context.



The Strand looking south c. 1913

4.3 EXISTING BUILDINGS

Signs should be maintained; signs that are historically represented in photographs may be replaced given compliance with other sign regulation. Murals can be maintained or recreated based on evidence, or created to honor building history.

- Honor historic uses of the structure by investing in mural refurbishment or depicting historically accurate ads, commercial displays, or logos previously displayed on the building.

4.4 NEW CONSTRUCTION

Sign materials should be durable and easy to maintain.

- Appropriate sign materials include painted or carved wood; carved wooden letters; epoxy letters; galvanized sheet metal; slate, marble, or sandstone; gold leaf; gilt, painted, stained, or sandblasted glass; clear and colored acrylic; neon; or stained glass.
- Lighting external to the sign surface with illumination directed toward the sign is preferred. Internally lit signs are generally discouraged.
- Light level should not overpower the façade or other signs on the street.

- The light source should be shielded from pedestrian view.

- Neon is acceptable, though can be restricted in size, if it does not obscure architectural detail or overly illuminate display windows. Neon lights should have an authentic, period or hand crafted look, and should not flash or otherwise vary in display.

- Lettering styles should be proportioned, simple, and easy to read. In most instances, a simple typeface is preferred over a faddish or overly ornate type style.

- As a general rule, the letterforms should occupy no more than 75% of the total sign panel.

4.5 FREESTANDING SIGNS

The standards herein shall apply to freestanding signs as applicable.

- As an independent feature, a freestanding sign should incorporate architectural features of the building it serves or otherwise complement the historic and cultural significance of the area and be sensitive to architectural patterns and features of Olde Towne.

- If freestanding sign will serve an existing building that is not compatible with the architectural patterns and features of Olde Towne, it should not reflect those incompatible features, but be compatible on its own.



Historic photos continued



ABOVE & LEFT: Two perspectives looking south along S. 1st Street at the intersection of S. 1st Street and St. Helens Street (c. 1930).

CITY OF ST. HELENS PLANNING DEPARTMENT
ADMINISTRATIVE STAFF REPORT

File Number: Sign Permit, **S.17.19**

Proposal: Install a new neon projecting sign on an existing commercial building in the Riverfront District. This proposal requires Sign Permitting and an Architectural Review by the Historic Landmarks Commission.

Location: 290 S. 1st Street

Map/Taxlot: 4N1W-3BD-7300

Applicant: Molly Matchak

Owners: Phillip & Stephanie Stanton

Zoning: Riverfront District (RD), Plaza Sub-district

* * * * *

CONCLUSION & DECISION

Based upon the facts and findings herein, the City Planning Administrator **APPROVES** this **Sign Permit** with conditions as detailed in the next section of this report.

Jacob A. Graichen, AICP, City Planner

Date

* * * * *

CONDITIONS OF APPROVAL

Please note that the requirements of other City of St. Helens departments (e.g., Building, Engineering, and Administration) and other agencies (local, state and/or federal) may apply to this proposal. This *local land use approval* decision does not exempt and is not a substitute for those requirements. *For example, this sign permit is not a substitute for Building and Electrical Permits, if required.*

The following conditions apply to the *local land use approval* aspect of this proposal:

1. This approval shall be valid for six months from the date of approval pursuant to SHMC 17.88.130. The sign permit shall be void if installation is not completed within this period or if the sign does not conform to the approved permit.
2. The planning director may revoke this sign permit if the director finds that there was a material and misleading false statement of fact in the permit application.
3. Surface brightness of the illuminated sign(s) allowed by this permit shall not exceed the standards of the City's Community Development Code, St. Helens Municipal Code (SHMC) Title 17.

* * * * *

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

Applicable Sign District per SHMC 17.88.050: Commercial/Industrial

Applicable Sign District Standards: For principal uses, one or more projecting signs shall be permitted per use. Maximum sign area shall not exceed 20 square feet per face with a total sign area not to exceed 40 square feet. Proposed sign face is just under 10 square feet. Total sign area for wall and projecting signs shall not exceed 12 percent of the building elevation area on the primary frontage. The primary frontage is 232.5 square feet. This new proposed sign is only approximately 4.3% of the building elevation.

Sign Type Specific Standards: For projecting signs, the sign must be attached to the face of a building where the building face is located within 5 feet of the property line abutting a street. This is the case. No external cross bracing systems or guy wires can be used in constructing the sign. None are proposed.

The sign cannot extend more than 8 feet from the building face. The sign project approximate 4 feet from the wall. The sign does not project above the roof line. The sign has a minimum of 8 feet clearance from the sidewalk, and the outer edge of the sign is set back well over 2 feet from the curb line. The nearest projecting sign is at least 20 feet away from the proposed sign location.

Riverfront District Architectural Guidelines: Being in the RD zone, the sign is subject to review by the Historic Landmarks Commission (HLC) pursuant to SHMC 17.32.172(7). The Planning Commission acting as the HLC reviewed this proposal at their August 13, 2019 meeting and recommended...

Illumination Standards: Proposed signage includes internal neon illumination. The illumination standards of 17.88.125 apply.

* * * * *

ATTACHMENTS

- *Sign Plan*



Historic Preservation Rehabilitation Grant GRANT SELECTION CRITERIA

Grants received by the grant application deadline will be reviewed by the City of St. Helens Historic Landmarks Commission (HLC) based on the criteria below. This is a point based system. Past grant awards do not void eligibility or have an impact on priority for future grant cycles.

Please note that the Oregon State Historic Preservation Office (SHPO) will review the applications to ensure they are eligible from a historic preservation perspective.

A complete and eligible grant application will be scored (up to 30 points) to compare it with other projects submitted as follows:

Grant Selection Criteria	Points Possible	Points Awarded
Projects that restore integrity to the architectural style by removing incompatible features, alterations or additions and/or restoring missing or altered historic features on the front façade	5	
Projects that restore missing or altered historic features on the side façades	3	
Projects that repair or replace deteriorated historic features visible from the street or maintenance projects that preserve the integrity, safety, and stability of portions of the building	3	
Priority will also be given to a project that has a particularly positive influence on other threatened or poorly maintained historic properties in the neighborhood	1	
Visual impact	3	
Project need. Will the building sustain damage if project is not done?	3	
The building is “ primary significant ” or “ secondary significant ” according to the St. Helens Downtown Historic District National Register of Historic Places inventory.	3 IF PRIMARY 2 IF SECONDARY	
Projects that encourage development and investment, and will have a positive economic impact	3	
Applicant has provided proof of the financial resources to match the grant	3	
Applicant has provided sufficient evidence to indicate that the project can be completed within the timeframe allowed by the grant contract	3	
Total Points	30	



Historic Preservation Rehabilitation Grant 2019-2020 APPLICATION

PROPERTY ADDRESS: 212 S. First St. St. Helens OR.

APPLICANT (please print): Leah Tillotson / Columbia Theatre

****If applicant is not the property owner, proof of consent from the property owner will be required****

SIGNATURE: Leah Tillotson DATE: 6/10/19

PHONE: 503.313.0217 E-MAIL: leah@columbiatheatre.com

To be eligible, property must be contributing to the St. Helens Downtown Historic District. A property is contributing if it is individually listed on the National Register of Historic Places or classified as Primary Significant or Secondary Significant within the St. Helens Downtown Historic District.

ELIGIBILITY (please check appropriate box):

- ☐ Individually listed on the National Register
☒ Primary Significant
☐ Secondary Significant

TYPE/USE OF BUILDING: movie theatre

HISTORIC STYLE: business YEAR BUILT (EST.): 1928

PROJECT WORK PLAN – Please describe the project for which you are requesting grant funding. Note the condition and location of missing and/or deteriorated features. Submit digital pictures documenting current conditions to jdimsho@ci.st-helens.or.us or attach hardcopy to this application.

Replacing current marquee with almost identical marquee.
There is visible rust and not visible rust that has significantly
deteriorated structural parts. This is the conclusion of 2 separate
marquee companies. Electrical problems continue to effect neon.
I have emailed pictures.

DESCRIBE ESTIMATES FOR LABOR AND MATERIALS AND ATTACH BIDS – Attach bids.

see attached bid.

PROJECT TIMELINE – Please describe timeline. The completion deadline is June 20, 2020.

The marquee will be replaced within the year.

GRANT REQUEST: \$11,500 SWEAT EQUITY (IN-KIND) MATCH: _____ (Max is \$2,875)

TOTAL MATCHING FUNDS: 48,967.⁰⁰ (Min. \$11,500. Add In-Kind + Matching Funds)

TOTAL PROJECT BUDGET: 60,467.⁰⁰ (Grant Request + Matching Funds + In-Kind Match)

Turn in application, photos, and bids to City Hall to Jennifer Dimsho or by email to jdimsho@ci.st-helens.or.us by **June 21, 2019** to be considered.





Agreement

For Work At

The Columbia Theatre
212 S 1ST St
Saint Helens OR 97051-1555
United States

Billing Address

Mt. Hood Theatre, Inc.
401 E Powell Blvd
Gresham OR 97030-7609
United States

Account Executive

003522 Eric R Noble
YESCO - Portland
5305 NE 121st Avenue #801
Vancouver WA 98682
United States

Date	Project Number	Project Description	Terms	Pricing Valid Until	Deposit
04/24/2019	PRY-15811	Columbia Theatre- Projecting Blade Sign and Replace Marquee Sign	Net 30	05/24/2019	\$30,233.50

Item	Amount
------	--------

Scope

YESCO to perform the following work:

Remove and dispose of existing three sided marquee sign that is currently mounted on awning over main entry.
Do not remove awning. Make all necessary repairs to awning prior to new sign installation.

Manufacture and install one each 19' 3 1/2" wide , 5' tall LED illuminated marquee display with 3 lines of 10" changeable copy and neon embellishments. Two 9' wide , 5'tall single faced cabinets with exposed neon letters reading "Columbia Theatre" and neon embellishments to be mounted on each side of the marquee and to be installed on existing awning frame. Bottom of the awning to be enclosed to complete the marquees design.

Any existing primary power circuit to be reused. Additional circuits, time clocks, photo cells, controllers or switches are not included. If power does not exist, customer to provide primary power to the sign location(s).

Permits, wet stamped engineering, special inspections to be billed on a separate work order and are not included in this agreement.

This agreement is conditional upon approved permits.

\$60,467.00

Sign Sales & Services - Non-taxable

Labor and materials

Payment Terms

50% due upon signing with balance due within 30 days of the completion of installation.

Subtotal	\$60,467.00
Tax Total (%)	\$0.00
Total	\$60,467.00



9160 SE 74th Ave.
Portland, OR 97206

Ph.: 503-680-9406
800-613-4555

Fax: 503-777-0220

Proposal

PROPOSAL SUBMITTED TO:	Columbia Theatre	PHONE:	503-313-1429	DATE:	March 6, 2019
STREET:	212 S 1st St	JOB NAME:	Columbia Theatre		
CITY, STATE and ZIP CODE:	St Helens, OR 97051	JOB LOCATION:	212 S 1st St		
DESIGN #	19-403	St Helens, OR 97051	JOB PHONE:		

We hereby submit specifications and estimates for:

Remove existing marquee. Fabricate and install one (1) 6' x 9' x 20' marquee per design 19-403 to replicate original. Mounted to existing building supports per structural engineering.

\$78,416

Fabricate and install one (1) 14' x 7' double faced projecting display. Built as a smaller reproduction of previously removed projecting sign. Final layout per approved city permit; attachment per structural engineering.

\$36,560

IF PERMITS AND ENGINEERING ARE REQUIRED, FEE'S WILL BE INVOICED AT THE ACTUAL COST PLUS A 15% SURCHARGE FOR PROCESSING.

Initials

We propose to hereby to furnish materials and labor - complete in accordance with above specifications for the sum of:

one hundred fourteen thousand nine hundred seventy six dollars \$114,976.00

Payment to be made as follows:

PLUS TAX

50% deposit required - Balance due Net 10 days after completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

ATTORNEY'S FEES, COSTS AND VENUE - In the event Seller is required to retain an attorney to enforce the terms of said purchase, Purchaser agrees to pay reasonable attorney's fees and any collection costs even though no suit or action is filed. However, in case suit or action is filed to enforce any provision hereof, Purchaser agrees to pay reasonable attorney's fees and court costs as the trial court shall determine, and if an appeal is taken from any judgement or decree of such trial court, such sum of attorney's fees and court costs as the appellate court shall adjudge reasonable. Purchaser agrees that the venue of any action brought herein shall be laid in Multnomah County, Oregon.

INTEREST - Purchaser agrees that any amounts not paid herein shall bear interest at 1.5% per month, or an annual rate of 18% per annum.

Authorized
Signature _____

Note: This proposal may be withdrawn by us
if not accepted within 60 days.

Signature _____

Signature _____

Date of Acceptance: _____



SECURITY SIGNS

2424 SE Holgate Blvd., Portland, Oregon 97202-4747

Phone: 503.232.4172/Fax: 503.230.1861/Web: securitysigns.com

State Contractor # OR 122809, | WA SECURISI 020CF

PROPOSAL & SALES AGREEMENT

03/13/2019

SID #: 190210706

Prepared By: Melissa Hayden

Phone: 503-546-7114

Email: melissa@securitysigns.com

Design #: 19-jw139

Customer: Columbia Theatre
Address: 212 S 1st St
St Helens, OR 97051
Contact: Leah Tillotson
Phone: 503-313-0217
Email: leah@mthoodtheatre.com

Job Name: Columbia Theatre
Jobsite Address: 212 S 1st St
St Helens, OR 97051

:: SCOPE OF WORK

ID	QTY	DESCRIPTION	PRICE
A	1	Manufacture & install one (1) marquee. - Remove & dispose existing.	\$143,290.00
B	1	Manufacture & install one (1) lit projecting sign.	\$37,480.00
C	1	Design services.	\$3,840.00
TOTAL :			\$184,610.00

:: ESTIMATED LEAD TIME

14-16 weeks from permit / deposit / approved artwork.

:: NOTES

Thank you for the opportunity to present this proposal from Security Signs. To accept this proposal please read all information below and sign in the Approval box below. By signing below, Customer accepts Security Signs proposal and agrees to all of the Terms and conditions listed below.

:: TERMS AND CONDITIONS

1. **Standard payment terms are 50% down to initiate order and balance due upon completion.**
2. **Landlord approval is the responsibility of the client to procure.**
3. **This proposal excludes primary electrical and electrical connection.**
4. **This proposal excludes permit fees, which will be billed at final invoice.**
5. **This proposal excludes permit acquisition fees, which will be billed at final invoice.**
6. **This proposal excludes engineering fees, which will be billed at final invoice.**
7. **This proposal excludes state sales tax.**
8. **This proposal excludes special inspections, provided by others.**
9. **This proposal excludes prevailing wage, unless otherwise specified.**
10. **This proposal assumes suitable remote access per code.**
11. **This proposal assumes suitable soil conditions, excludes rock excavation.**
12. **This proposal subject to technical survey.**
13. **This proposal is a contract that constitutes a security agreement.**
14. **This proposal is valid for 30 days.**

:: APPROVAL

This proposal is accepted and approved by:

Name

Title

Signature

Date

United States Department of the Interior
Heritage Conservation and Recreation Service

National Register of Historic Places Inventory—Nomination Form

For NCRS use only

received

date entered

Continuation sheet

Item number 7

Page 14

14 ADDRESS: 210 S 1st Street
CLASSIFICATION: Secondary Significant
OWNER: John & Florence Svoboda, Rt 1 Box 408, Scappoose OR 97056
ASSESSOR MAP: 41321 TAX LOT: 2000
PLAT: St. Helens LOT: 10 BLOCK: 11
YEAR BUILT: 1928 STYLE: Commercial & Retail
ALTERATIONS: Minor USE: Movie Theater

DESCRIPTION: The Columbia Theater is a two story rectangular building with a three-bay symmetrical front. It has a flat roof, detailed with a parapet across its front. The second story is decorated with three recessed panels with ornamental motifs within the center of each. An eagle on a shield with arrows is on the center panel and garlands with swags are on the side panels. The panels have a simple cornice above them, from which a brick parapet extends, with ornamental tiles. Brick pilasters run from the cornice to the ground. The two storefronts have wood and copper sash windows with an entrance toward the center bay. The doors are wood with a central glass panel and transom above. The theatre entrance and marquee were modified in the 1940's. The entrance was covered with burgandy and pink glazed tiles, and the suspended canopy was replaced with a neon marquee. It appears that the only other alteration to the building has been a painting of the original honey colored brick. The building faces west on 1st street, in the central business district of downtown St. Helens.

"G. O. Garrison, operator of the Columbia theatre, came to St Helens in 1927 and purchased the Liberty theatre from Lew Cates, and the Grand theater from L. H. Walton. Mr. Garrison operated the Liberty for about a year. Believing that St. Helens should have a more modern theatre, he made arrangements for the Columbia, one of the finest small city theatres in the state. It was opened in 1928. The Columbia seats 700 and is equipped with the most modern apparatus and appointments. ... Before coming to St. Helens, Mr. Garrison operated the Colonial theatre in Eugene and the Laurelhurst in Portland. He has been in Oregon for 18 years and came to this state from Beatrice, Nebraska, where he also operated picture theatres. Twenty five years in the picture business (since the infancy of the picture) qualifies Mr. Garrison as one of the leading theater operators in the state." (Isbister Scrapbook, ca 1933 newspaper clipping)



Historic Preservation Rehabilitation Grant 2019-2020 APPLICATION

PROPERTY ADDRESS: 295 S. 2nd Street

APPLICANT (please print): Bryan + Amy Garver

****If applicant is not the property owner, proof of consent from the property owner will be required****

SIGNATURE: [Signature] DATE: 6/21/19

PHONE: 503-888-1327

E-MAIL: amybgarver@comcast.net

To be eligible, property must be contributing to the St. Helens Downtown Historic District. A property is contributing if it is individually listed on the National Register of Historic Places or classified as Primary Significant or Secondary Significant within the St. Helens Downtown Historic District.

ELIGIBILITY (please check appropriate box):

- ☐ Individually listed on the National Register
☐ Primary Significant
☒ Secondary Significant

TYPE/USE OF BUILDING: private residence

HISTORIC STYLE: Craftsman Bungalow YEAR BUILT (EST.): 1911

PROJECT WORK PLAN – Please describe the project for which you are requesting grant funding. Note the condition and location of missing and/or deteriorated features. Submit digital pictures documenting current conditions to jdimsho@ci.st-helens.or.us or attach hardcopy to this application.

Replacement of cedar shingle siding on South + West sides of the house. Areas of siding are weather-worn. (See photos)

DESCRIBE ESTIMATES FOR LABOR AND MATERIALS AND ATTACH BIDS – Attach bids.

4 estimates were obtained varying from \$30,590 to \$63,642. All estimates were for the demo + disposal of current cedar shingle siding + replaced with new.

PROJECT TIMELINE – Please describe timeline. The completion deadline is June 20, 2020.

Aaron Susco construction is lined up and can begin work as soon as possible

GRANT REQUEST: \$11,500 SWEAT EQUITY (IN-KIND) MATCH: \$11,500 (Max is \$2,875)

TOTAL MATCHING FUNDS: 19,090 (Min. \$11,500. Add In-Kind + Matching Funds)

TOTAL PROJECT BUDGET: 30,590 (Grant Request + Matching Funds + In-Kind Match)

Turn in application, photos, and bids to City Hall to Jennifer Dimsho or by email to jdimsho@ci.st-helens.or.us by **June 21, 2019** to be considered.

We are requesting to be considered for the Historic Preservation Rehabilitation Grant in order to replace the cedar shingle siding on two sides of our home located at 295 South Second Street in the St. Helens downtown historic district.

The Laud Rutherford home is a Designated Landmark of Secondary Significance within the Historic District Boundary. It sits on top of the rock bluff overlooking downtown St. Helens and the Columbia River and is visible from the Riverfront District.

The location of the structure exposes the south and west sides of the home to significantly more sun than the other two sides.

The home is located at the same site of the Methodist Church that was constructed in 1853 by Henry M. Knighton. Dr. Thomas Condon was the first minister at the church. The church also served as a school until it burned down. The present home on the location was built in 1911.

We purchased the house in 2010. Since then we have replaced fencing around the house, rebuilt the railings on the porch stairs and had the roof replaced. We are looking to continue to preserve the beauty of this wonderful old house we call home.

Thank you, Bryan Farve
Amy Farve
Sylvie Haver

RECEIVED
JUN 21 2019
CITY OF ST. HELENS

Selection Criteria Comments:

- Project will restore weather-worn and cracked cedar shingles on side façade of home
- Though not the front façade of home, the two sides of the home that are being worked on are visible from Cowlitz Street.
- The replacement of the shingles preserves the integrity of the structure by protection the home from water damage due to deteriorating siding as well as keeping true to the existing style of shingle that is original to the home.
- Re-siding the home will protect the home as well as keep it looking nice.
- Should shingles not be replaced, home could sustain water damage in coming years.
- The home is of secondary significance according to the St. Helens Downtown Historic District National Register of Historic Places.
- Projects such as ours improves the neighborhood and home values.
- Financing is in process through InRoads Credit Union
- Aaron Susee Construction LLC has indicated that he can begin work as soon as July 8, 2019.





June 21, 2019

Dear Bryan Garver Amy Garver

Thank you for choosing InRoads Federal Credit Union for your home financing needs. We strive to make this a positive experience by keeping you informed throughout the process.

At the time of application we are required to provide you with disclosures. Those disclosures are contained within this packet. This is the first step in ensuring that you are aware of the requirements and the loan terms. You may see some of these same disclosures at various points during the loan process, examples would be if the loan terms change and when the loan reaches certain milestones in the process. By regularly providing you with up-to-date information, you can approach your loan closing knowing you are making an informed decision.

I appreciate the opportunity to serve you during this process. If you have questions at any time during the loan process, please don't hesitate to call me at 503.397.2376 or 800.275.6434. Your satisfaction is my first priority. If at any time you need more assistance than I am providing, please contact me right away. If we can't resolve it together, I will get my manager in contact with you so we can find a resolution.

Our goal is to become your only choice for all your future home mortgage and financial needs.

Sincerely,

Ashley Locken

Loan Origination Company NMLS Identifier: 460444

Loan Originator NMLS Unique Identifier: 1372559



Aaron Susee Construction LLC

59941 Windy Ridge
 Saint Helens, OR 97051
 CCB# 204256

Date	Quote #
4/5/2019	281

Name / Address

Bryan, Amy Garver
 295 S. 2nd
 St. Helens OR
 97051

JOB

siding

Item	Description	Total
demo	Demo and disposal of Cedar siding, flashing, and tar paper on South, West sides of house. Save and restore all trim pieces. (lead paint removal laws to be followed. use of plastic, and bags)	3,300.00
siding	Siding material: 18 square of #1 primed cedar siding shingles, high back z metal flashing for doors and windows, Hydro Gap house wrap, Hot dipped galvanized staples for fastening cedar siding, and quad max caulking.	13,100.00
equipment	Man lift and scaffolding cost.	2,200.00
siding	Labor for siding installation. (south side and west side of house and tie in around corners.	8,000.00
contractor	15% fee (business cost) Any repair to water damaged, or dry rot to house underneath siding is not covered in this Quote.	3,990.00
Total		\$30,590.00

Signature



Phone #
503 369 2160

E-mail	Web Site
asusee76@yahoo.com	aaronsuseeconstruction.com



31868 Pittsburg Rd
 Saint Helens, OR 97051
 (503)366-9501
 admin@hhchomes.com
 Oregon CCB #213300

make?

Estimate 1008

ADDRESS

Brian and Amy Garver
 195 S 2nd
 St. Helens, OR 97051

DATE
 04/02/2019

TOTAL
 \$33,750.00

EXPIRATION
 DATE
 05/02/2019

ACTIVITY

AMOUNT

Remodel: Residential Remodel

24,750.00

IHC to work on south and west side of home: to supply, install 15lb asphalt saturated felt paper, cornerboard and window trim with flashing. Supply and install kiln dried #1 premium cedar shingles to as closely match layout of existing as possible. All corners, window trim to be caulked.

Remodel: Residential Remodel

9,000.00

Demo and haul off of existing siding on south and west side (if owner chooses not to do it).

pricing does not include any dry rot repair. If dry rot is found, work will halt and owner will be notified to discuss how to best move forward. Duration of work approximately two weeks, and no paint is included in bid.*

TOTAL

\$33,750.00

THANK YOU.

Accepted By

Accepted Date



A CUT ABOVE
EXTERIORS

18151 SW Boones Ferry Road
Portland, OR 97224
Phone: (503) 643-1121 FAX: (503) 643-0469
License:: OR#153847 WA#CUTABAE96ORN

Project Sales Agreement

Customer:	Bryan Garver	Date:	4/9/2019
Customer:	Amy Garver	Consultant:	Bill McDermott
Address:	295 S 2nd St St Helens, OR 97051	Consultant Phone:	(503) 810-5862
Phone:	503-544-8087 Bryan	Consultant E-mail:	bill@acutabovexteriors.com
E-mail:	amybgarver@comcast.net		

Siding replacement as described in scope of work

(Included)

Total Price of Project

\$71,321

20% Off Promotion
Additional Discount

-\$14,264
-\$713

Scheduling Discount
Subtotal

-\$3,566
\$52,778

State tax 0%

Sale Price

\$52,778

Deposit Required		Initial Payment Information	
0%	\$0	Financing	\$52,778
		Remaining Balance	\$52,778

Contract Terms & Conditions

Lead Safe Work Practices: I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity.

Initial

Mold: ACAE has no responsibility under this Agreement relating to mold, mold remediation, or indoor air quality and pollution, including, but not limited to, health issues, health impacts, physical ailments, mold remediation, ventilation system remediation, property damage, containments for the removal of any building materials, special debris disposal costs, HEPA vacuuming, any cleaning relating to mold remediation, negative air machines, or anything else related to mold or indoor air quality and pollution. ACAE shall not be liable for any damages whatsoever relating to mold and indoor air quality and pollution.

Initial

PAYMENT TERMS: A down payment of 40% is required at the time of signing this Agreement in order to add this Project to ACAE's schedule, Finance deposit percentage may vary. A 50% progress payment is due upon substantial completion of the siding, roofing and/or window work. Progress payments will be required on jobs that include a combination of siding, roofing or windows and jobs that exceed one month in duration. The remaining 10% is due when painting and punchlist work is complete. Any and all applicable sales tax will be added to Contract Agreement Price and any Change Orders and Time & Material additional work. Owner shall not be entitled to a refund or a reduction in the Contract Price if there are unused materials at the end of ACAE's work. All unused materials are the property of ACAE. If ACAE will be performing any other work pursuant to this Agreement, payment for the other work will be due upon SUBSTANTIAL COMPLETION of such work. Owner shall pay 1.5% per month on any unpaid bills as a late charge for any amounts due under this Agreement which remain unpaid (10) days after due. Owner agrees that ACAE may terminate or suspend all construction activities should any billing remain unpaid longer than (10) days. Owner shall be liable for any costs incurred by ACAE because of termination or suspension. Should Owner cancel this Agreement more than three business days after they sign it, Owner shall be liable to ACAE for all costs incurred by ACAE as a result of said unexcused cancellation, plus 10% of the contract price.

ACCEPTANCE: I have read and understood, and I agree to, all items included within this Agreement (including the Terms & Conditions specified on the back and any attached Addendums or other documents). By signing, Owner(s) and ACAE agree to be bound by this Agreement. All financed projects are subject to credit approval.

Customer Signature: _____

Customer Signature: _____

ACAE: _____

Date: _____



6614 NE 71st Ave.
Vancouver
98661
360-687-8934

- VISIT US -

WWW.SuperiorExteriorSystems.COM

Note: Because labor and material rates can fluctuate at this time of the year, ALL projects are scheduled ONLY when this proposal is authorized by customer.

Contact Chad (your Project Manager) for scheduling.

Not all Exterior Contractors include the details we provide. We respectfully ask this document and its contents be kept confidential as we have reached ELITE status with Hardie.

Brian Garver. 295 S 2nd St. St. Helens, Or

Job Specifics & Details

- Tear off existing Cedar shingle siding. (using lead safe practices)
- Remove existing paper and inspect substrate for any damage. (if applicable)
- Time & Material rates apply if more rot replacement is needed. \$85 hr.
- Install state certified **HydroGap** Waterproof Drainable Rain Screen System for future sub-wall protection meeting building code R703.1 and proper future moisture drainage.
- Seal and protect with **HydroFlash** to all, doors, and corners for future moisture intrusion.
- Install Cedar siding (pre-primed)
- Trim corners & windows with TK Cedar decorative Trim (pre-primed).
- Includes all ordering, delivery, staging, scaffolding, sanitary potty and dump/disposal costs of work related debris disposed from project.



LICENSED, BONDED AND
FULLY INSURED FOR
YOUR PROTECTION
OR Lic.# 191810
WA Lic.# SUPERES901OH

Professionally solving your problems, once and for all!

Fair Price Guarantee:

1. **You will not pay more if additional siding material is needed!**

Current labor, Materials, & Disposal Rates

Cedar Siding System = 51,517.00

(South and west side)

Sherwin Williams Paint Option = 4,625.00

(South and west side)

Savings if you do your own tear off = 7,500.00

(subtract from cedar number above)

63,642

Customer Acceptance-_____Date-_____

Professionally solving your problems, once and for all!

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106 ADDRESS: 295 S 2nd Street
CLASSIFICATION: Secondary Significant
OWNER: Bernard & Barbara Chabala, 295 S 2nd, St Helens OR 97051
ASSESSOR MAP: 41321 TAX LOT: 6800
PLAT: St. Helens LOT: 22; pt of 21 BLOCK: 26
YEAR BUILT: 1911 STYLE: Bungalow
ALTERATIONS: Minor-Moderate USE: Residence

DESCRIPTION: The Laud Rutherford House is a one and one half story structure which is generally rectangular in shape and has an irregular two-bay front. It has a gable roof with the eave end toward the street. The gable ends are decorated with ornamentally cut barge boards, heavy brackets and stickwork. A shed roof dormer is centered on the front roof. It provides access to a recessed porch within the roof through double leaf doors. It is sided with shingles and the windows are generally six over one double-hung wood sash. A reentrant porch extends across the front facade and is supported by three stout truncated, obelisk posts which rest on shingle sided piers. The porch railing is constructed of vertical boards with a top and bottom cap. The front door is flanked by sidelights. The only major alteration appears to be an addition at the south end of the porch which extends across part of the southern facade. It is detailed the same as the existing house except for the molding around the windows. The house faces east onto 2nd street at the top of a rock bluff which overlooks downtown St Helens and the Columbia River.

Laud Rutherford, for whom the house was built, moved to St Helens in 1910 to become Secretary-Treasurer of the Columbia County Abstract Company. He built the first brick business block on 1st street (64). He served on the St Helens City Council and on the school board, and was responsible for the introduction of manual training and home economics courses in the high school. His dominant interest was in young people and athletics for young people. In May 1934 he was appointed County Judge by Governor Julius Meier, serving until after the general election the following November." (Isbister Family Scrapbook, newspaper obituary) He was also very active in civic affairs. He died in St Helens May 12, 1944.

The site of his house was the former site of a church constructed in 1853 by Henry M. Knighton. Dr Thomas Condon who came as a missionary in 1853 was the first minister there. Condon, who also used the building as a school, had Thomas A. McBride, who later became an Oregon Supreme Court Justice, as one of his pupils there. (Columbia County History, VI, p. 6)



Historic Preservation Rehabilitation Grant 2019-2020 APPLICATION

PROPERTY ADDRESS: 315-317 STRAND ST. ST. HELENS

APPLICANT (please print): Elliot Michael

****If applicant is not the property owner, proof of consent from the property owner will be required****

SIGNATURE: Elliot Michael **DATE:** 6/17/19

PHONE: 503-341-3056

E-MAIL: INSTRIDE1@AOL.COM

To be eligible, property must be contributing to the St. Helens Downtown Historic District. A property is contributing if it is individually listed on the National Register of Historic Places or classified as Primary Significant or Secondary Significant within the St. Helens Downtown Historic District.

ELIGIBILITY (please check appropriate box):

- ☐ Individually listed on the National Register
☒ Primary Significant
☐ Secondary Significant

TYPE/USE OF BUILDING: Mixed use commercial / Residential Apts.

HISTORIC STYLE: _____ **YEAR BUILT (EST.):** _____

PROJECT WORK PLAN – Please describe the project for which you are requesting grant funding. Note the condition and location of missing and/or deteriorated features. Submit digital pictures documenting current conditions to jdimsho@ci.st-helens.or.us or attach hardcopy to this application.

Photos sent via email

See attached cover letter

DESCRIBE ESTIMATES FOR LABOR AND MATERIALS AND ATTACH BIDS – Attach bids.

Attached

PROJECT TIMELINE – Please describe timeline. The completion deadline is June 20, 2020.

Projected timeline for completion is within the deadline of June 20, 2020

GRANT REQUEST: \$11,500 **SWEAT EQUITY (IN-KIND) MATCH:** _____ (Max is \$2,875)

TOTAL MATCHING FUNDS: \$58,492 (Min. \$11,500. Add In-Kind + Matching Funds)

TOTAL PROJECT BUDGET: 69,992 (Grant Request + Matching Funds + In-Kind Match)

Turn in application, photos, and bids to City Hall to Jennifer Dimsho or by email to jdimsho@ci.st-helens.or.us by **June 21, 2019** to be considered.

Elliot Michael
Riverfront Property, LLC
315-317 Strand St
St Helens, OR

Dear City of St. Helens Historic Landmarks Commission (HLC):

I respectfully submit my application for the Historic Preservation Rehabilitation Grant. My project is to continue our restoration of 315-317 Strand St. The building is a mixed use building with retail space at street level and eight apartments on the second floor. The building is “**primary secondary significant**” according to the St. Helens Downtown Historic District National Register of Historic Places inventory. Without the proposed restoration the building will suffer structural damage justifying the **Project need**.

The project will include the restoration of the following items: (\$24,142)

Replace/exterior lighting to; independent dusk to dawn led fixtures (period correct)
Replace awning canvass (period correct) frame will be reused it's in great shape.
Rebuild front entrance stair access door and casing/casement/lockset (restore to period correct)
Replace rear 2nd floor entrance stair access door to hall and casing/casement/lockset (restore to period correct)
Replace roof drain down spouts and drains
Patch exterior concrete (remove loose skim coat and apply Ardex SD-P Fast-Setting Patch seal all repaired areas)
Repair drain under sidewalk (south side)
Rebuild/repair deck and stairs, upgrade rail system

The following maintenance items will also be completed: (\$45,850)

Eliminate moss/foilage on and around building siding pressure wash, pretreat sides with fungicide Jomax only no roof.
Repair wall base where foliage has degraded aggregate
Replace 500 sf of floor joisting/insulation/tongue and groove flooring in south building kitchen area.
Paint (Period correct color(s)) (including historical signage)
Pressure wash sidewalks

The focus of the majority of the work is to restore integrity to the architectural style by removing incompatible features and replacing with period correct hardware and fixtures. This will enhance the visual appeal of the building not only from the **front façade**, but also the **side façade** along the sidewalk which parallels the side of the building. The work will have a **positive influence on other threatened or poorly maintained adjacent historic properties**.

Repairing the stucco which has deteriorated over the years will **preserve the integrity, safety, and stability of portions of the building.**

The overall scope of the project will be to enhance the overall **visual impact** from the street and waterfront area. With the proposed project I feel we will be able to rent out the remainder of the retail space and have a **positive economic impact** while providing additional services to the community.

I have invested significantly in upgrading the building recently with new HVAC systems and a new roof covering. I have a line of credit with Bank of America to ensure our **financial resources** and ability to complete the proposed project. With the acceptance of our grant request, I will have the work crew scheduled to complete the majority of the project to protect the integrity of the building this fall before the rains start. The balance of the work will be completed as weather allows into the late fall or be completed in the early spring such that the project **can be completed within the timeframe allowed by the grant contract.**

While I have only supplied one bid for the work to be completed, I have used Jeff Jenkins for many of my projects and he is usually 20% cheaper than other contractors. I will supply additional bids if deemed necessary.

Thank you for giving my application consideration for the Historic Preservation Rehabilitation Grant. I look forward to continually improving the quality of life for the community of St Helens.

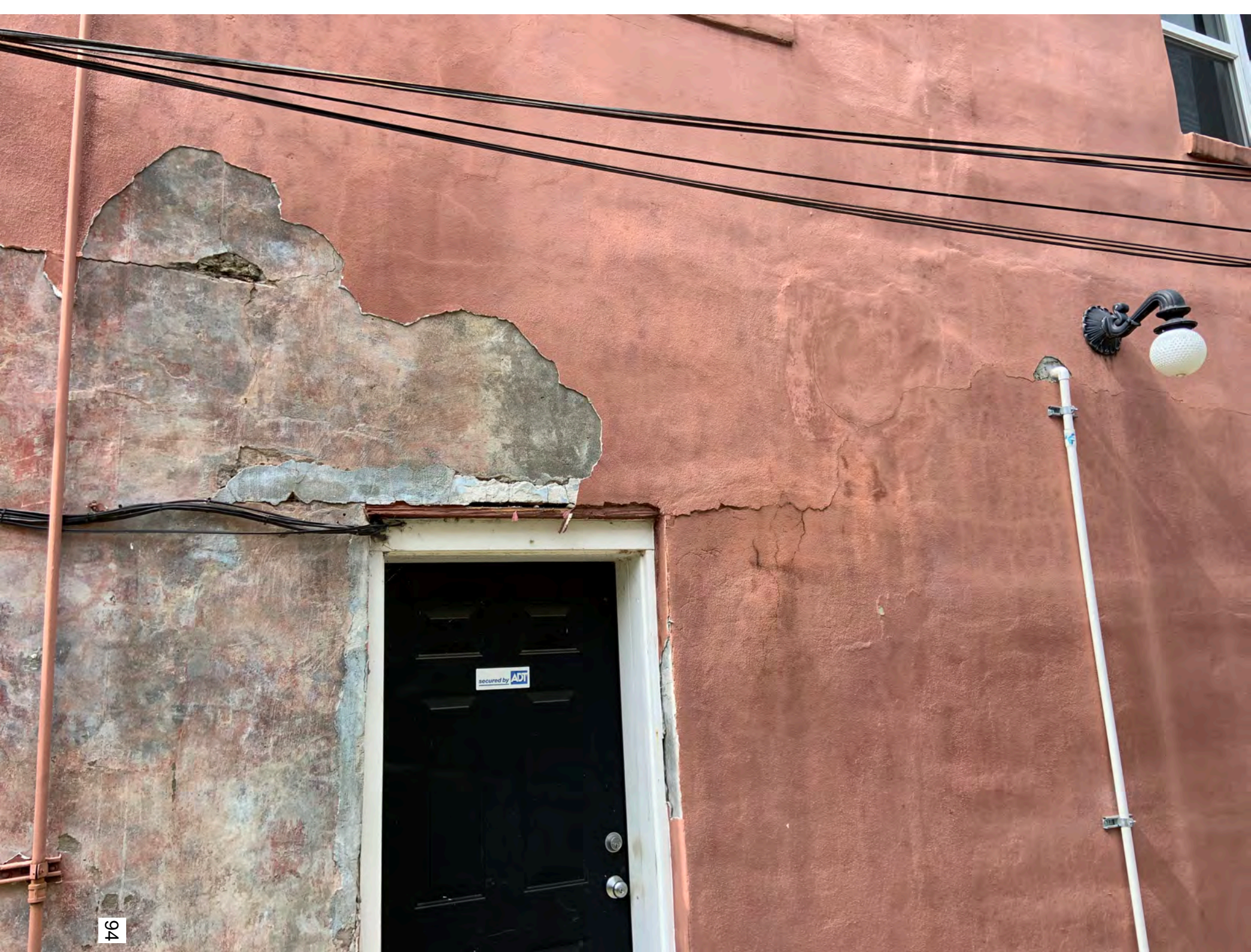
Elliot Michael















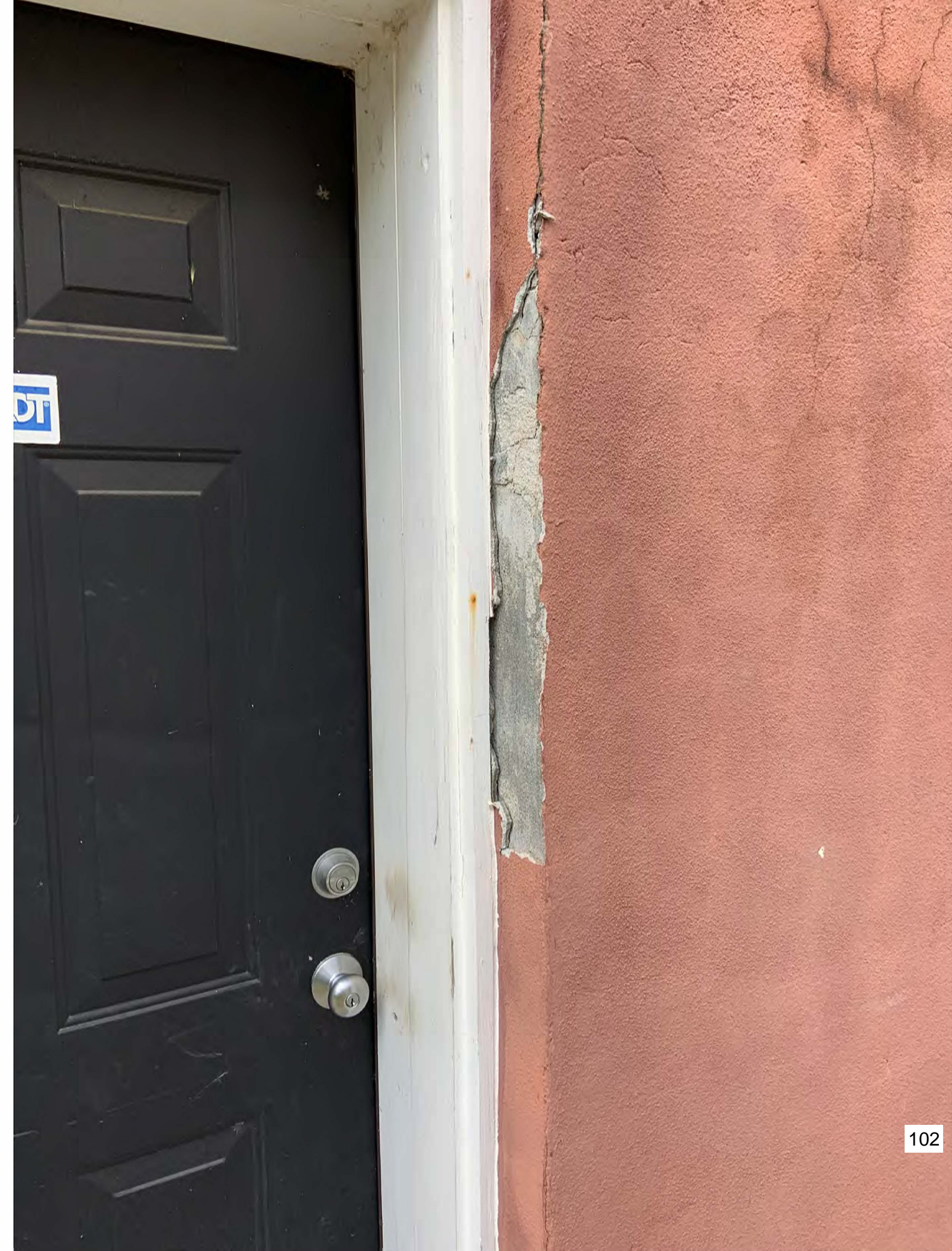














Jeffrey Jenkins CCB 178650

Estimate

6-12-19

Bill to:
St Helens Riverfront LLC
862 SE Oak St. suite 1A
Hillsboro, Or. 97123

DESCRIPTION L&M FOR CONSTRUCTION AND REPAIR
--

	Rounded up
1-Eliminate moss/foilage on and around building siding Pressure wash, pretreat sides with fungicide Jomax only no roof.	6700.00
2- Replace roof drain down spouts and drains	1400.00
3- Pressure wash sidewalks	350.00
4- Repair drain under sidewalk (south side)	400.00
5- Rebuild/repair deck and stairs, upgrade rail system	4500.00
6-Repair wall base were foliage has degraded aggregate	
7-Patch exterior concrete (remove loose skim coat and apply Ardex SD-P Fast-Setting Patch seal all repaired areas	6242.00
8-Replace/exterior lighting to; independent dusk to dawn led fixtures (period correct)	3200.00
9-Replace awning canvass (period correct) frame will be reused its in great shape.	5800.00
10-Rebuild front entrance stair access door and casing/casement/lockset (restore to period correct)	1200.00
11-Replace rear 2 nd floor entrance stair access door to hall and casing/casement/lockset (restore to period correct)	1400.00
12-Replace 500 sf of floor joisting/insulation/tongue and groove flooring in south building kitchen area.	6200.00
13-Paint (Period correct color(s)) (including historical signage)	32,600.00
TOTAL	\$69,992.00

Thank you for your business!
Jeff Jenkins 503-369-2405 wwgw@hotmail.com

primary heloc 

Loan summary

Current principal balance:	\$273,898.74
Credit Limit:	\$500,000.00
Available Credit ¹ :	\$226,101.26

Manage your loan

[More Services >>](#)

Make a payment

Total payment due date:	06/21/2019
Total payment amount:	\$1,325.35

[Make payment](#)

[Make Transfer](#)

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28 ADDRESS: 313, 315 & 317 Strand
 CLASSIFICATION: Secondary Significant
 OWNER: Grace Sonneland, 313 Strand, St Helens OR 97051
 ASSESSOR MAP: 41324 TAX LOT: 200
 PLAT: St. Helens LOT: 13; Pt of 12,14 BLOCK: 10
 YEAR BUILT: 1912 STYLE: Commercial
 ALTERATIONS: Minor USE: Antique Store

DESCRIPTION: The Morgus Building is a two story rectangular structure with a flat roof and parapet walls along its Strand street facade. It has a three-bay front, which on the first story consists of a central entrance doorway flanked by two store fronts. The second story of the building has one over one double-hung wood sash windows, two in either of the end bays. The cornice of the building is detailed with bricks that are corbeled. Each of the storefronts consist of a central doorway with a large window on either side and mezzanine windows above. The doorways have transoms above. The building has only been minimally altered since its extensive renovation in 1912. The original brick which is similar to that used in the Morgus Building to its north, has been painted over.

In 1898 Mr and Mrs Henry Morgus came to St Helens. "They came with nothing more than such a determination and a few dollars, really not very many, but enough to start a small mercantile establishment....The business increased year after year. Other buildings became necessary to store the ever increasing stock and several warehouses were erected. A few years later adjoining lots were secured and other business buildings built, each one finding tenants before completion, until now the Morgus buildings along the Strand are all occupied. In addition to his building operations along the Strand, Mr Morgus kept securing other lots in various places in the city and as fast as his means would permit buildings were erected until at the present time Mr Morgus is quite an extensive owner of residence property in the city, reaching from the river to the railroad."

After the 1904 fire, "the construction of the first concrete building in St Helens was commenced by Mr Morgus, and after its completion the stock of general merchandise was removed there....In 1912 the one-story concrete business building was found to be too small to carry on the extensive business then being done, and an addition was built by taking out the front

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and putting in a brick front, extending the walls up another story and adding 30 feet in width by 100 feet on the side, until now the Morgus Building is classes as one of the substantial business buildings of the city." (St Helens Mist, Special edition, Sept 15, 1916)

29 ADDRESS: 325 & 327 Strand
CLASSIFICATION: Secondary Significant
OWNER: Grace Sonneland, 315 Strand, St Helens OR 97051
ASSESSOR MAP: 41324 TAX LOT: 300
PLAT: St. Helens LOT: Pt of 14 BLOCK: 10
YEAR BUILT: 1908 STYLE: Commercial
ALTERATIONS: Minor USE: Antique Storage

DESCRIPTION: The building is a one story rectangular structure of wood frame construction with a flat roof and parapet along Strand street. It has a two-bay front of which the northern bay is intact. The northern bay consists of a central doorway flanked by storefront windows and the doorway and windows are topped by solid sheets of obscure glass at the mezzanine window level. The southern storefront has been modified to provide a garage door entrance. The only other major alteration is that the building has been covered over with composition siding in a brick pattern, however, the original shiplap siding is intact underneath.

30 ADDRESS: 330 S 1st Street
CLASSIFICATION: Primary Significant
OWNER: Grace M. Sonneland, 315 Strand, St Helens OR 97051
ASSESSOR MAP: 41324 TAX LOT: 400
PLAT: St. Helens LOT: 8,9, Pt of 10 BLOCK: 10
YEAR BUILT: 1910 STYLE: Vernacular Farmhouse
ALTERATIONS: Moderate USE: Residence

DESCRIPTION: The Lope House reflects buildings constructed during the primary building period. It is a one and a half story wood frame residence, three bays wide, and "L" shape in plan. It has a steeply pitched gable roof with boxed eaves, is sided with shiplap, and rests on a concrete foundation. Windows are twelve over one and eight over one double-hung sash. The one story porch on the west facade is supported by boxed posts. Alterations to the porch and windows appear to have been made in the Craftsman style.

CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



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

Date: 07.29.2019

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

PLANNING ADMINISTRATION

Prepared legal description and map for Oregon Dept. of Revenue preliminary review for annexation of property at 2185 and 2195 Gable Road.

Continue to update planning report and notice templates. Started this in 2017 and most are done, but we received our first Nonconforming Use Determination since 2010, which needed revisions based on the overall revision effort since 2017.

Conducted a pre-application meeting for a potential development on a vacant parcel on the corner of McNulty Way and Industrial Way.

DEVELOPMENT CODE ENFORCEMENT

Last month's report mentioned a violation letter sent to property owner along West Street (by Deer Island Road intersection) for a couple of conex boxes placed on a vacant residential lot. Permits have been submitted and issued. Now, just need the owners to comply with the provisions of the permit.

Confirmed that trees within a wetland protection zone were logged as part of clearing property at the northern terminus of N. 8th Street. Applicants started to bring in film material for a temporary office related to the eventual subdivision, prior to any final permits being issued. Staff discussed this with the property owners/developers the week of July 22-26. This tree issue, commensurate with this stage of development, needed to be resolved before permits were issued and work commenced. Applicant's consultants provided materials to confirm the impacts.

PLANNING COMMISSION (& acting [HISTORIC LANDMARKS COMMISSION](#))

July 9, 2019 meeting (outcome): The Commission approved the City's Housing Needs Analysis. They also approved a Conditional Use Permit for religious assembly at 1771 Columbia Boulevard.

August 13, 2019 meeting (upcoming): The Commission has two public hearings: A Variance along N. 17th Street for a reduced front yard (setback) for a home and a Lot Line Adjustment at the Port of Columbia County's Multnomah Industrial Park.

[As the Historic Landmarks Commission](#), the commission will review a new projection sign on S. 1st Street as it pertains to the Riverfront District's architectural standards. The Commission

will also score the batch of grant applications for the city's next CLG grant funded Historic Preservation Rehabilitation Grant.

<https://www.ci.st-helens.or.us/planning/page/historic-preservation-rehabilitation-grant>

COUNCIL ACTIONS RELATED TO LAND USE

Council approved a resolution to increase planning fees.

Council approved the Housing Needs Analysis.

Council authorized the Mayor's signature for the Elk Ridge Estates, Phase 6 final plat.

The Development Agreement for the Forest Trails (Bailey) Subdivision has been completed (for ordinance – still subject to appeal).

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Software updates. Also routine data and wide use GIS platform updates.

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

Jacob Graichen

From: Jennifer Dimsho
Sent: Thursday, July 25, 2019 3:44 PM
To: Jacob Graichen
Subject: July Planning Department Report

Here are my additions to the July Planning Department Report.

GRANTS

1. **Travel Oregon - Medium Grants Program (100k)** – Submitted mid-year project report and budget update due on 7/23. Basalt veneer around the bases installation completed. Remainder of pole signs in fabrication. Delivery & installation TBD.
2. **OPRD – Veterans Memorial Grant** – Shipment for remainder of granite slabs expected in August for installation in September. Final grant report and reimbursement request submitted. Planned for landscaping of remaining monument area. Coordinated placement of additional monuments.
3. **EPA – CWA Grant Program** – Submitted quarterly report (Due July 31). Phase II work on Columbia Blvd. property complete. Conference call with property owners/consultants to discuss follow up sample/reporting. Prepared work plan/budget for follow up sampling and reporting on the Columbia Blvd. property. Conference call with County (as property owner) and consultants to discuss results of a Phase I/next steps.
4. **Housing Needs Analysis** – Adoption hearing 7/9 with Planning Commission. Adoption hearing 7/17 with City Council. Prepared ordinance and all required attachments
5. **OPRD – RTP – Grey Cliffs Park** – \$90,050 check received and project closed out 1 year ahead of grant deadline!
6. **CDBG- Columbia Pacific Food Bank Project** – Architectural & Engineering contract for authorization at 7/17 City Council meeting. Submitted first draw requirements. Regular check-in call. Kicked off project with Lower Columbia Engineering, site visit, and next steps.
7. **BUILD Grant Round 2 Grant Application** – Submitted application (Deadline 7/15) for 11.1 million request for street extensions and riverwalk through US DOT. Coordinated 30 page narrative with Alta, all required attachments, and 21 letters of support.
8. **Ford Family Foundation** – Recreation Center programming grant for 25k – Submitted final report and closeout (due 7/31).
9. **Certified Local Government** – Received 3 applicants for our pass-through grant program. Prepared Historic Landmarks Commission packets for project selection at their August 13 meeting.

MISC

10. **Millard Road Park Property** – Worked with Mackenzie and staff to develop a Master Plan for the park.
11. **Parks & Trails Commission** – Attended July 8 meeting to discuss BUILD grant support. Met with member to discuss Dalton Lake details. Provided a map of Columbia Botanical Gardens for tour and discussion with a volunteer interested in starting a “Friends of” Group
12. **Lagoon Repurposing Project** – Attended a meeting to discuss public engagement strategy
13. **Wellness Committee** – Received \$750 grant from CIS to kick start our worksite wellness activities

Jenny Dimsho

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