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## City of St. Helens

**UPDATED**

### COUNCIL WORK SESSION AGENDA

**Wednesday, June 3, 2015, 1:00 p.m.**

City Council Chambers, 265 Strand Street, St. Helens

#### City Council Members

Mayor Randy Peterson  
Council President Doug Morten  
Councilor Keith Locke  
Councilor Susan Conn  
Councilor Ginny Carlson

#### Welcome!

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

1. Visitor Comments 1:00 p.m.
2. Semi-Annual Report from Columbia County Economic Team – *Chuck Daughtry* 1:05 p.m.
3. Annual Report from CAT for CDBG Revolving Loan Fund Program – *Sally McLaughlin & Bev Danner* 1:15 p.m.
4. ~~Semi-Annual Report from Senior Center – *Cheryl Young*~~ **POSTPONED UNTIL JULY 8** 1:25 p.m.
5. Annual Report from Parks Commission – *John Brewington* 1:35 p.m.
6. Solid Waste Fees Increase Request from Hudson Garbage – *Ernie Martin* 1:45 p.m.
7. Annual Report from Planning Commission – *Jacob* 1:55 p.m.
8. Planning Fees Schedule Update - *Jacob* 2:05 p.m.
9. Discussion on Court Contracts 2:10 p.m.
10. Habitat Designations for Natural Areas – *Ginny* 2:25 p.m.
11. **Extension of Repayment Agreement with American Equities – *John*** 2:35 p.m.
12. Department Reports 2:45 p.m.
13. Council Reports 3:05 p.m.
14. Executive Session: ORS 192.660(2)(e) Real Property Transactions 3:25 p.m.
15. Other Business
16. Next Work Session Items
17. Upcoming Dates to Remember:
  - **June 3, Council Work Session, 1:00 p.m., Council Chambers**
  - **June 3, Council Public Hearing, 6:00 p.m., Council Chambers**
  - **June 3, Council Public Hearing, 6:30 p.m., Council Chambers**
  - **June 3, Council Regular Session, 7:00 p.m., Council Chambers**
  - June 9, Planning Commission, 7:00 p.m., Council Chambers
  - June 15, Parks Commission, 4:00 p.m., Council Chambers
  - June 16, Library Board, 7:15 p.m., Columbia Center Auditorium
18. Future Public Hearing(s)/Forum(s):
  - June 3, 6:00 p.m., PH: Parks & Trails Master Plan
  - June 3, 6:30 p.m., PH: FY 2015-16 Budget Adoption

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

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



May 27, 2015

Mayor Peterson and City Council,

The Columbia County Commission has approved a 1.1% disposal rate increase at the Columbia County Transfer Station, effective July 1, 2015. As this is a substantial increase in one of our largest expenses, it is essential for us to pass this increase through to our customers with the same effective date.

As a reminder, Columbia County Solid Waste Ordinance Section 5.04 provides guidance for passing this increase through to customers.

Attached is our proposed new rate sheet for commercial and residential customers within the City limits of St Helens. The impact of the increase is \$0.10 per month for a 35 gallon can equivalent, and \$0.64 per month for a 1 yard container. Other rates are prorated accordingly.

We are proud to be your solid waste and recycling provider, and we continue to thank you for the privilege you have given us to serve your community. If you have any questions, please don't hesitate to call me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Ernie Martin", with a stylized flourish at the end.

Ernie Martin  
Hudson Garbage Service  
503-410-5512

**HUDSON GARBAGE SERVICE  
RATES EFFECTIVE JULY 1, 2015  
CITY OF ST. HELENS**

**ST. HELENS CITY**

<b>Service Description</b>	<b>FREQUENCY</b>	<b>Current Rate</b>	<b>New Rate</b>
<b><u>RESIDENTIAL</u></b>			
<b><u>WEEKLY SERVICE</u></b>			
1 35 Gallon Cart Weekly	PER MONTH	\$ 24.35	\$ 24.45
2 35 Gallon Carts Weekly	PER MONTH	\$ 37.19	\$ 37.38
3 35 Gallon Carts Weekly	PER MONTH	\$ 50.02	\$ 50.31
4 35 Gallon Carts Weekly	PER MONTH	\$ 59.86	\$ 60.24
5 35 Gallon Carts Weekly	PER MONTH	\$ 75.68	\$ 76.16
6 35 Gallon Carts Weekly	PER MONTH	\$ 90.08	\$ 90.65
1 65 Gallon Cart Weekly	PER MONTH	\$ 37.19	\$ 37.38
2 65 Gallon Carts Weekly	PER MONTH	\$ 59.86	\$ 60.24
1 95 Gallon Cart Weekly	PER MONTH	\$ 50.02	\$ 50.31
2 95 Gallon Carts Weekly	PER MONTH	\$ 90.79	\$ 91.36
1 32 Gallon Cart Weekly - No Recycle	PER MONTH	\$ 16.49	\$ 16.59
2 32 Gallon Cart Weekly - No Recycle	PER MONTH	\$ 27.68	\$ 27.87
4 32 Gallon Carts Weekly	PER MONTH	\$ 49.83	\$ 50.21
<b><u>EVERY-OTHER-WEEK SERVICE</u></b>			
1 35 Gallon Cart Every Other Week	PER MONTH	\$ 17.70	\$ 17.75
2 35 Gallon Cart Every Other Week	PER MONTH	\$ 27.07	\$ 27.17
3 35 Gallon Cart Every Other Week	PER MONTH	\$ 36.22	\$ 36.36
1 65 Gallon Cart Every Other Week	PER MONTH	\$ 27.07	\$ 27.17
1 95 Gallon Cart Every Other Week	PER MONTH	\$ 36.22	\$ 36.36
1 32 Gallon Cart Every Other Week	PER MONTH	\$ 17.70	\$ 17.75
1 32 Gallon Cart Every Other Week - No Recycle	PER MONTH	\$ 9.76	\$ 9.81
<b><u>MONTHLY SERVICE</u></b>			
35 gallon 1x Monthly	PER MONTH	\$ 5.32	\$ 5.34
2 35 gallon 1x Monthly - No New Customers	PER MONTH	\$ 8.67	\$ 8.71
3 35 gallon 1x Monthly - No New Customers	PER MONTH	\$ 12.05	\$ 12.12
35 gallon 1x Monthly - with Recycle	PER MONTH	\$ 9.82	\$ 9.84
65 gallon 1x Monthly	PER MONTH	\$ 8.67	\$ 8.71
95 gallon 1x Monthly	PER MONTH	\$ 12.05	\$ 12.12
32 gallon 1x Monthly	PER MONTH	\$ 4.94	\$ 4.96
<b><u>ON-CALL SERVICE</u></b>			
35 Gallon On Call Pickup	PER PICKUP	\$ 4.86	\$ 4.88
65 Gallon On Call Pickup (2 35 Gal) No New Customers	PER PICKUP	\$ 8.29	\$ 8.33
95 Gallon On Call Pickup (3 35 Gal) No New Customers	PER PICKUP	\$ 11.70	\$ 11.77
32 Gallon On Call Pickup	PER PICKUP	\$ 4.86	\$ 4.88
4 35 Gallon On Call Pickup - No New Customers	PER PICKUP	\$ 15.14	\$ 15.23
<b><u>RECYCLE/GREENWASTE RATES</u></b>			
RECYCLE SERVICE ONLY	PER MONTH	\$ 8.00	\$ 8.00
RESI RECYCLE WITH GARBAGE	PER MONTH	\$ 4.50	\$ 4.50
GREENWASTE ONLY - RES	PER MONTH	\$ 8.00	\$ 8.00
GREENWASTE SERVICE - RES	PER MONTH	\$ 3.70	\$ 3.70
RECYCLE WITH GREENWASTE	PER MONTH	\$ 11.70	\$ 11.70

**HUDSON GARBAGE SERVICE  
RATES EFFECTIVE JULY 1, 2015  
CITY OF ST. HELENS**

**ST. HELENS CITY**

<b>Service Description</b>	<b>FREQUENCY</b>	<b>Current Rate</b>	<b>New Rate</b>
<b><u>COMMERCIAL</u></b>			
TEMP 2YD CONT	PER PICKUP	\$ 60.48	\$ 60.77
XTRA PER DAY	PER DAY	\$ 2.00	\$ 2.00
CONTAINER OVERLOAD	PER YARD	\$ 14.10	\$ 14.25
CONTAINER PER/EXTRA YD	PER YARD	\$ 14.10	\$ 14.25
LABOR FEE FOR CLEAN-UP (PER 10 MINS)	PER PICKUP	\$ 10.00	\$ 10.00
LOCK BAR FOR CONTAINER	PER PICKUP	\$ 25.00	\$ 25.00
Walk-In - Business	PER PICKUP	\$ 4.00	\$ 4.00
<b><u>OTHER CAN SERVICES</u></b>			
EXTRA CAN (32 OR 35 GAL)	PER PICKUP	\$ 3.71	\$ 3.73
EOW OFF WEEK	PER PICKUP	\$ 4.82	\$ 4.84
EXTRA BAG OR BOX	PER PICKUP	\$ 2.61	\$ 2.63
OVERWEIGHT CAN	PER PICKUP	\$ 2.12	\$ 2.14
OVERLOADED CAN	PER PICKUP	\$ 2.12	\$ 2.14
OVERSIZE CAN	PER PICKUP	\$ 2.12	\$ 2.14
SHARPS CONTAINER (Not Offered to New Customers)	PER PICKUP	\$ 20.00	\$ 20.00
SPECIAL TRIP-ON SERVICE DAY	PER PICKUP	\$ 5.00	\$ 5.00
SPECIAL TRIP-OFF DAY	PER PICKUP	\$ 20.00	\$ 20.00
ROLL CAN WALK/DRIVE-IN	PER MONTH	\$ 4.00	\$ 4.00
DRIVE-IN ADD'L 100 FT. INCREMENTS	PER MONTH	\$ 2.00	\$ 2.00
SERVICE RESUME/CART REDELIVERY	ONE TIME	\$ 25.00	\$ 25.00
COLLECTION FEES PAID TO 3RD PARTY COLLECTORS PASSED THROUGH IN FULL	ONE TIME		
RETURNED CHECK FEE		\$ 20.00	\$ 20.00
<b><u>OTHER RATES</u></b>			
TIRE under 16" no/rim	PER PICKUP	\$ 5.10	\$ 5.11
TIRE under 16" w/rim	PER PICKUP	\$ 12.00	\$ 12.01
BATTERY	PER PICKUP	\$ 5.00	\$ 5.01
HOT WATER HEATER	PER PICKUP	\$ 26.77	\$ 26.82
SM MATTRESS	PER PICKUP	\$ 8.75	\$ 8.79
M/LG MATTRESS	PER PICKUP	\$ 13.07	\$ 13.12
SM FURNITURE	PER PICKUP	\$ 12.73	\$ 12.74
M/LG FURNITURE	PER PICKUP	\$ 26.55	\$ 26.57
SM APPLIANCE*	PER PICKUP	\$ 12.97	\$ 13.01
M/LG APPLIANCE*	PER PICKUP	\$ 26.77	\$ 26.82



**HUDSON GARBAGE SERVICE  
RATES EFFECTIVE JULY 1, 2015  
CITY OF ST. HELENS**

**ST. HELENS CITY**

<b>Service Description</b>	<b>FREQUENCY</b>	<b>Current Rate</b>	<b>New Rate</b>
<b><u>WEEKLY COMMERCIAL CAN SERVICE</u></b>			
1 32 Gallon Can Weekly Business	PER MONTH	\$ 16.49	\$ 16.59
2 32 Gallon Can Weekly Business	PER MONTH	\$ 27.68	\$ 27.87
3 32 Gallon Can Weekly Business	PER MONTH	\$ 38.75	\$ 39.04
4 32 Gallon Can Weekly Business	PER MONTH	\$ 49.83	\$ 50.21
13 32 Gallon Can Weekly Business	PER MONTH	\$ 149.36	\$ 150.60
1 32 Gallon Can 2x Weekly Business	PER MONTH	\$ 27.68	\$ 27.87
1 35 Gallon Can Weekly Business	PER MONTH	\$ 16.49	\$ 16.59
2 35 Gallon Can Weekly Business	PER MONTH	\$ 27.68	\$ 27.87
3 35 Gallon Can Weekly Business	PER MONTH	\$ 38.75	\$ 39.04
4 35 Gallon Can Weekly Business	PER MONTH	\$ 49.83	\$ 50.21
5 35 Gallon Can Weekly Business	PER MONTH	\$ 60.88	\$ 61.36
6 35 Gallon Can Weekly Business	PER MONTH	\$ 71.94	\$ 72.51
1 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 27.68	\$ 27.87
2 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 49.71	\$ 50.09
3 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 68.79	\$ 69.36
4 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 90.21	\$ 90.98
5 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 110.47	\$ 111.43
1 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 41.84	\$ 42.13
2 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 75.26	\$ 75.83
3 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 104.14	\$ 105.00
4 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 133.02	\$ 134.17
5 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 161.86	\$ 163.30
1 65 Gallon Can Weekly Business	PER MONTH	\$ 27.68	\$ 27.87
2 65 Gallon Can Weekly Business	PER MONTH	\$ 49.83	\$ 50.21
3 65 Gallon Can Weekly Business	PER MONTH	\$ 67.51	\$ 68.08
1 95 Gallon Can Weekly Business	PER MONTH	\$ 38.75	\$ 39.04
2 95 Gallon Can Weekly Business	PER MONTH	\$ 77.50	\$ 78.07
3 95 Gallon Can Weekly Business	PER MONTH	\$ 116.26	\$ 117.12
4 95 Gallon Can Weekly Business	PER MONTH	\$ 155.01	\$ 156.16

**Business recycle:**

**Office paper weekly**

**Cardboard weekly**

**Newspaper/Mag weekly**

**Glass weekly**

**Tin weekly**

**Milk Jugs weekly**

PER MONTH	\$ 16.50	\$ 16.50
PER MONTH	\$ 16.50	\$ 16.50
PER MONTH	\$ 16.50	\$ 16.50

**Multi-family unit recycle: (5 or more units)**

**Office paper weekly**

**Cardboard weekly**

**Newspaper/Mag weekly**

**Glass weekly**

**Tin weekly**

**Milk Jugs weekly**

**HUDSON GARBAGE SERVICE  
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<b>Service Description</b>	<b>FREQUENCY</b>	<b>Current Rate</b>	<b>New Rate</b>
<b><u>EVERY-OTHER-WEEK COMMERCIAL CAN SERVICE</u></b>			
1 Can Every Other Week--Business	PER MONTH	\$ 9.92	\$ 9.97
35 Gallon Every Other Week Business	PER MONTH	\$ 9.92	\$ 9.97
2 35 Gallon Every Other Week Business	PER MONTH	\$ 16.91	\$ 17.01
65 Gallon Every Other Week Business	PER MONTH	\$ 18.45	\$ 18.55
<b><u>OTHER COMMERCIAL CAN SERVICE</u></b>			
32 gallon 1x Monthly Business	PER MONTH	\$ 5.32	\$ 5.34
32 Gallon On Call Pickup Business	PER PICKUP	\$ 4.86	\$ 4.88
Overfill/Overweight Can Business	PER PICKUP	\$ 2.12	\$ 2.14
Oversize Can Business			
<b><u>CONTAINER SERVICE</u></b>			
1 Yard Container Weekly Service = 6.3 32 gal cans	PER MONTH	\$ 82.36	\$ 83.00
*Each additional	PER MONTH	\$ 75.72	\$ 76.36
1 Yard Container 2 x Weekly Service	PER MONTH	\$ 152.63	\$ 153.91
*Each additional	PER MONTH	\$ 139.96	\$ 141.24
1.5 Yard Container 3 x Weekly Service	PER MONTH	\$ 226.13	\$ 228.04
*Each additional	PER MONTH	\$ 196.61	\$ 198.52
1.5 Yard Container 4 x Weekly Service	PER MONTH	\$ 290.84	\$ 293.39
*Each additional	PER MONTH	\$ 247.64	\$ 250.19
1.5 Yard Container 5 x Weekly Service	PER MONTH	\$ 365.07	\$ 368.26
*Each additional	PER MONTH	\$ 313.04	\$ 316.23
1 Yard Every Other Week Service	PER MONTH	\$ 51.43	\$ 51.75
1YD OAM (not offered to new customers)	PER MONTH	\$ 25.55	\$ 25.70
1Yard On Call Pickup (not offered to new customers)	PER PICKUP	\$ 24.96	\$ 25.11
1.5 Yard Container Weekly Service = 9.5 32 gal cans	PER MONTH	\$ 115.99	\$ 116.95
*Each additional	PER MONTH	\$ 107.22	\$ 108.18
1.5 Yard Container 2 x Weekly Service	PER MONTH	\$ 220.26	\$ 222.17
*Each additional	PER MONTH	\$ 204.65	\$ 206.56
1.5 Yard Container 3 x Weekly Service	PER MONTH	\$ 324.52	\$ 327.39
*Each additional	PER MONTH	\$ 298.77	\$ 301.64
1.5 Yard Container 4 x Weekly Service	PER MONTH	\$ 411.68	\$ 415.51
*Each additional	PER MONTH	\$ 378.50	\$ 382.33
1.5 Yard Container 5 x Weekly Service	PER MONTH	\$ 521.33	\$ 526.12
*Each additional	PER MONTH	\$ 469.63	\$ 474.42
1.5 Yard Every Other Week Service	PER MONTH	\$ 73.33	\$ 73.81
1.5YD OAM (not offered to new customers)	PER MONTH	\$ 36.92	\$ 37.14
1.5YD OPU (not offered to new customers)	PER PICKUP	\$ 32.66	\$ 32.88
2 Yard Container Weekly Service = 12.6 32 gal cans	PER MONTH	\$ 153.68	\$ 154.96
*Each additional	PER MONTH	\$ 141.95	\$ 143.23
2 Yard Container 2x Weekly Service	PER MONTH	\$ 289.75	\$ 292.30
*Each additional	PER MONTH	\$ 267.06	\$ 269.61
2 Yard Container 3x Weekly Service	PER MONTH	\$ 434.69	\$ 438.52
*Each additional	PER MONTH	\$ 376.83	\$ 380.66
2 Yard Container 4x Weekly Service	PER MONTH	\$ 550.05	\$ 555.15
*Each additional	PER MONTH	\$ 475.54	\$ 480.64
2 Yard Container 5x Weekly Service	PER MONTH	\$ 686.40	\$ 692.78
*Each additional	PER MONTH	\$ 585.30	\$ 591.68
2 Yard Every Other Week Service	PER MONTH	\$ 80.07	\$ 80.71
2YD OAM (not offered to new customers)	PER MONTH	\$ 45.62	\$ 45.91
2 Yard On Call (not offered to new customers)	PER PICKUP	\$ 39.05	\$ 39.34

**HUDSON GARBAGE SERVICE  
RATES EFFECTIVE JULY 1, 2015  
CITY OF ST. HELENS**

**ST. HELENS CITY**

<b>Service Description</b>	<b>FREQUENCY</b>	<b>Current Rate</b>	<b>New Rate</b>
3 Yard Container 1x Weekly Service	PER MONTH	\$ 199.90	\$ 201.81
3 Yard Container 2x Weekly Service	PER MONTH	\$ 371.98	\$ 375.81
3 Yard Container 3x Weekly Service	PER MONTH	\$ 544.07	\$ 549.81
3 Yard Container 4x Weekly Service	PER MONTH	\$ 716.14	\$ 723.80
3 Yard Container 5x Weekly Service	PER MONTH	\$ 888.13	\$ 897.70
3 Yard On Call (not offered to new customers)	PER PICKUP	\$ 49.57	\$ 50.01
4 Yard Container 1x Weekly Service	PER MONTH	\$ 243.49	\$ 246.04
4 Yard Container 2x Weekly Service	PER MONTH	\$ 472.93	\$ 478.03
4 Yard Container 3x Weekly Service	PER MONTH	\$ 702.34	\$ 710.00
4 Yard Container 4x Weekly Service	PER MONTH	\$ 931.79	\$ 942.00
4 Yard Container 5x Weekly Service	PER MONTH	\$ 1,161.23	\$ 1,173.99
4 Yard Every Other Week Service	PER MONTH	\$ 152.22	\$ 153.50
5 Yard Container 1x Weekly Service	PER MONTH	\$ 337.79	\$ 340.98
5 Yard Container 2x Weekly Service	PER MONTH	\$ 660.50	\$ 666.88
5 Yard Container 3x Weekly Service	PER MONTH	\$ 983.25	\$ 992.82
5 Yard Container 4x Weekly Service	PER MONTH	\$ 1,305.97	\$ 1,318.73
5 Yard Container 5x Weekly Service	PER MONTH	\$ 1,589.32	\$ 1,605.27
6 Yard Container 1x Weekly Service	PER MONTH	\$ 390.04	\$ 393.87
6 Yard Container 2x Weekly Service	PER MONTH	\$ 780.08	\$ 787.74
6 Yard Every Other Week Service	PER MONTH	\$ 195.04	\$ 196.96
6 Yard On Call (not offered to new customers)	PER PICKUP	\$ 96.83	\$ 97.71
7 Yard Container 1x Weekly Service	PER MONTH	\$ 511.63	\$ 512.27
7 Yard Container 2x Weekly Service	PER MONTH	\$ 837.50	\$ 838.78
7 Yard Container 3x Weekly Service	PER MONTH	\$ 1,226.26	\$ 1,228.17
7 Yard Container 4x Weekly Service	PER MONTH	\$ 1,583.56	\$ 1,586.11
7 Yard Container 5x Weekly Service	PER MONTH	\$ 1,940.87	\$ 1,944.06



## CITY OF ST. HELENS PLANNING DEPARTMENT

# MEMORANDUM

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**TO:** City Council  
**FROM:** Jacob A. Graichen, AICP, City Planner  
**RE:** Planning Commission Annual Report  
**DATE:** May 13, 2015

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This report covers Planning Commission activities from June 2014 through May 2015.

Number of meetings: 10

Number of public hearings (a continued hearing is counted separately): 10

Acceptance Agenda Items: 5

For administrative land use actions that are more significant (e.g., Site Design Review) the Commission motions to formally accept the decisions or otherwise. This is a check and balance of sorts.

Planning Director Decisions: 51

For lesser administrative land use actions (e.g., Home Occupations, Sign Permits, Temporary Use Permits), the items from the last month are included on the agenda to facilitate discussion and query usually for clarification purposes or to address concerns.

Discussion Items/Workshops: 21

**Items included (in no particular order):** parks/trails master plan; corridor master plan; merging the Planning Commission and Historic Landmarks Commission; Planning Commission vacancies/interviews; temporary parklets; system development charges; marijuana and land use; CLG grant; residential lot coverage; chair/vice chair selection; street vacation recommendations to the City Council; support of SB 565 Historic Rehabilitation fund; right-of-way recommendations to the City Council; year-end summary (calendar year); annual report to the Council.

County Referral: 1

The Commission has the opportunity to comment on certain land use actions outside city limits, but inside the St. Helens Urban Growth Boundary.

Architectural review: 1

Certain proposals within the Riverfront District require architectural review.

**Projects in process:** The City's third Historic Preservation Rehabilitation Grant (funded by CLG funds) is just starting.

**Future projects/plans:** The Commission is largely reactionary in that it reviews things as they come. Continuing to amend the code is likely. There may also be historic preservation matters that arise too.

**What can the Council do to support the Commission?** At their May 12, 2015 meeting, the Commission discussed the following:



- Several years ago, the League of Oregon Cities held its land use planning basics class in St. Helens. Some current members attended that including myself. They expressed interest in having a class like that locally again.
- In regards to the waterfront development planning, the Commission desires to have joint City Council – Planning Commission meetings for discussion, collaboration and understanding. They suggested that such meetings could be included in future scopes of work for the waterfront planning.



## CITY OF ST. HELENS PLANNING DEPARTMENT

# MEMORANDUM

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**TO:** City Council  
**FROM:** Jacob A. Graichen, AICP, City Planner  
**RE:** Planning Department Fee Schedule Update – Resolution No. 1699  
**DATE:** May 27, 2015

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The Planning Department Fee Schedule was updated extensively in 2011 with increases and some revisions in 2013 and 2014.

The current revision is simply to increase the Variance application fee (currently \$306) to \$459 given ORD 3189, which in part, moves variances that would normally be administrative to requiring Planning Commission review.

Note that since 2012, staff has referred all variances to the Commission and the fee schedule already includes a base fee of \$306 + a Commission referral fee of \$153, the sum of which is \$459. Thus, this change won't really be "felt" by the public.

In addition, a fee to cover document recording costs with the County Clerk is being added as well. The fee is the same as that of the County Clerk.

**If the Council concurs with these changes, please approve Resolution 1699 at the regular session.**

**City of St. Helens**  
**RESOLUTION NO. 1699**

**A RESOLUTION OF THE ST. HELENS CITY COUNCIL TO SET PLANNING  
DEPARTMENT FEES**

**WHEREAS**, Ordinance No. 3095 authorizes the City Council to establish Planning Department fees by resolution; and

**WHEREAS**, the City Council and staff finds it necessary from time to time to review these fees and adjust them accordingly based on the current estimated and actual costs of materials, staff time, and etcetera.

**NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES AS FOLLOWS:**

**Section 1.** The Planning Department fees set forth in the exhibit, attached, are hereby adopted.

**Section 2.** This Resolution supersedes Resolution No. 1683 and any previous Resolution setting forth Planning Department fees.

**Section 3.** This Resolution is effective when Ordinance No. 3189 becomes effective.

APPROVED AND ADOPTED this 3<sup>rd</sup> day of June 3, 2015.

Ayes:

Nays:

Approved by the Mayor: June 3, 2015

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Randy Peterson, Mayor

ATTEST:

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Kathy Payne, City Recorder



## PLANNING DEPARTMENT FEE SCHEDULE

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Accessory Structure (detached)	\$51
Amended decision (post amendment of proposed decision)	\$102
Amendment	
Quasi judicial	\$714
Legislative	\$1,020
Deposit for special notice (covers mailing expense)	\$2,040 (D)
Annexation	
Annexation application (consent to annex)	\$1,020 + \$51/acre
Election Deposit (to cover election costs / may not apply)	\$2,040 (D)
Appeal	
Administrative decision	\$250 <sup>1</sup>
Non-administrative decision (excludes cost of transcript, see below)	\$510
Expedited Land Partition or Subdivision	\$300 <sup>1</sup> (D)
Home Occupation	60% / applicable fee <sup>2</sup>
Transcript (for non-administrative appeal)	\$500 <sup>1</sup> (D)
Building Permit Planning Release (fee associated with building permits)	\$53
Conditional Use Permit	
Minor Modification of Major CUP	\$153
Minor Modification of existing use (value of project <\$10,000)	\$153
Minor Modification of existing use (value of project >\$10,000)	\$281
Major (value of project is <\$250,000)	\$510
Major (value of project is \$250,000 to \$500,000)	\$663
Major (value of project \$500,000 to \$1,000,000)	\$816
Major (value of project >\$1,000,000)	\$969
Development Agreement or Contract (in add. to other application fees)	\$2,040 (D)
Easement Extinguishment (per ORS 221.725)	\$510
Expedited Land Partition (does not include final plat review)	\$255



Expedited Subdivision (does not include final plat review)	\$408
Historic Resource Review	\$51
Home Occupation	
Type I	\$77
Type II	\$153
Land Use Letter / Planning Director Signature	\$11
Lot Line Adjustment	\$255
Measure 49	\$2,040 (D)
Notice (not as required, but requested—must be renewed annually)	\$21/calendar year
Partition	
Preliminary Plat	\$357
Final Plat	\$51
Planned Development (fee is same as use—e.g., SUB, SDR, CUP)	n/a
Recordation fee	Same as County Clerk
Referral of administrative decision to Planning Commission	+\$153 to base fee(s)
Revocation	\$255
Sensitive Lands Permit	
Administrative (except Tree Removal Permit—see below)	\$255
With public hearing	\$510
Sign Code Adjustment	\$459
Sign Permit	
Permanent [wall painted or adhered (i.e. sticks out less than 1”)]	\$51
Permanent (all except as above)	\$102
Temporary	\$26
Temporary (nonprofit organization)	\$0
Permit issued after sign has begun to be constructed	X2 base fee(s) <sup>2</sup>
Sign Plan, Comprehensive	\$153 + \$26/sign
Site Development Review	
Minor Modification of Major SDR	\$128
Minor Modification of existing use (value of project <\$10,000)	\$128

Minor Modification of existing use (value of project >\$10,000)	\$255
Major (value of project is <\$250,000)	\$306
Major (value of project is \$250,000 to \$500,000)	\$459
Major (value of project \$500,000 to \$1,000,000)	\$612
Major (value of project >\$1,000,000)	\$765
Scenic Resource	\$255
Street Vacation	
Application materials (provided by staff—optional)	\$31
Application fee	\$714
Subdivision	
Preliminary Plat	\$510 + \$26/lot
Final Plat	\$255 + \$11/lot
Supplemental application pursuant to ORS 227.184	\$2,040 (D)
Temporary Use Permit	
One year	\$153
One month (within a 30 consecutive day time period)	\$51
One week (within a 7 consecutive day time period)	\$26
Time Extension	\$102
Tree Removal Permit (sensitive lands)	\$153
Unlisted Use / Parking Use	\$153
Variance	\$459
<hr/>	
Document fees:	
Comprehensive Plan (excluding addendums)	\$11
Development Code	\$21
Zoning District or Comprehensive Plan Map	\$21

Notes:

(D) = Deposit to cover staff time and materials. Any portion not used is refundable.

<sup>1</sup> Indicates maximum per Oregon Revised Statutes.


<sup>2</sup> Indicates per St. Helens Municipal Code.



## Memorandum

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To: The Mayor and Members of the City Council

From: Jon Ellis, Finance Director 

Subject: Renewal of Municipal Court Judge and City Prosecutor Personal Services Agreements

Date: June 3, 2015

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### Request:

Shall the City renew Cindy Phillips' (Municipal Court Judge) and Laurie Selden's (City Prosecutor) Personal Services Agreements for an additional two years?

### Background:

The two year Personal Services Contracts for the Municipal Court Judge and City Prosecutor are expiring on June 30, 2015. Cindy Phillips and Laurie Selden first entered into contracts for these services on July 1, 2012 for a one year term and the City subsequently renewed these contracts for an additional two year term in July 2013.

The attached amended contracts for extensions meet the approved budget for Fiscal Year 2015-16 which reflects no increase in stipulated contract costs, but instead reduces court hours by approximately 2.9% over the year by eliminating the court makeup days for Monday holidays.

While both the contracts are for two year terms, they allow flexibility to further modify Court operations (Days/Hours), prorate contract costs associated with changes, and allow termination of services upon 60 day notice.

### Recommendation:

Staff recommends Council direct staff to complete the contract renewal process and bring forward to the Council meeting of June 17, 2015 the final contracts for formal approval.

## City of St. Helens

### PERSONAL SERVICES AGREEMENT

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

#### RECITALS

**A.** The City is in need of **judicial services**, and Contractor is qualified and prepared to provide such services.

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

#### AGREEMENT

**1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to **Municipal Court Judge**, and Contractor accepts such engagement. The principal contact for Contractor shall be **Cindy Phillips**.

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

**3. Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on **June 30, 2017**. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

**5. Payment.**

**5.1** The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment A.

**5.2** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Manager or their delegate, the flat fee billings shall be paid bi-monthly each month in equal installments (50% of monthly flat fee). The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the



objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

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

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

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

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

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

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

**CONTRACTOR:** Cindy Phillips  
11220 SW Appalachee Street  
Tualatin, OR 97062  
(503) 927-5725

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

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

**9. Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused

by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

## **10. Insurance.**

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

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

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

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

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

**11. Termination.** Either party may terminate this Agreement upon sixty (60) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

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

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

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

**15. Indemnification.** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees,

elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

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

**17. Compliance with Law.**

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

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

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

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

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

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

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

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

## **22. Default.**

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

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

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

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

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

## **24. Inspection and Audit by the City.**

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



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

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

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

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

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

**CITY:**

**CITY OF ST. HELENS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attested:

By: \_\_\_\_\_

City Recorder

**CONTRACTOR:**

Cindy Phillips

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT A - SCOPE OF WORK**

For the term of this contract and any subsequent extensions, Ms. Phillips will provide judicial services to the City of St. Helens consisting of the following:

- Preside in court at all times court is scheduled unless excused by prior written or oral permission from the City Administrator or designee (hereinafter “City Administrator”) for that particular court day;
- Make her best efforts to be available by telephone to “C-Com” within 10 minutes of their placing the call to answer questions relating to release status and orders pertaining to release for individuals who are subject to arrest either because an arrest warrant is outstanding or under circumstances leading a reasonable person to believe that a contempt of court charge or a probation violation charge may be initiated by the court;
- Be generally available, subject to reasonable notice, for meetings with the City Administrator, the Mayor and/or Council pertaining to the conduct of the Court’s business, budget, performance evaluations, etc., as required by the City Administrator;
- Submit all requested reports pertaining to the functioning of the Courts as required by the City Administrator, the Mayor and/or the City Council, as requested; and
- Such other judicial functions as may be necessary or advisable under the circumstances.

### **EXPECTATIONS:**

It is expected that Ms. Phillips will provide judicial services to the City of St. Helens two days per week, initially contemplated to be every Monday and Tuesday, generally from the hours of 8:30 a.m. to 5:00 p.m (excluding City Recognized Holidays that fall on designated court days and the week Christmas). Based on mutual consent, Court days and hours may be change to meet the Community needs and the efficient/effective operations of the Municipal Court. In addition, the Municipal Court Judge may close court and/or request the judge protem to preside in her absence for two (2) days during a given calendar year; however, those two (2) days will need to be scheduled in advanced and mutually agreeable with the City.

### **COMPENSATION:**

Ms. Phillips will provide such services as an independent contractor and not as an employee. She shall be entitled to receive a flat fee of \$3,184.00 per month as payment for her services to St. Helens so long as she is providing services as set forth above. If the schedule is reduced or increased, the fee shall be reduced or increased on a pro rata basis of \$360 per day.

As an independent contractor, Ms. Phillips will not be entitled to any benefits generally provided to employees of St. Helens, nor will she be entitled to any reimbursement for mileage or long distance calls but may be entitled to reimbursement for such costs for events such as continuing legal education for judges, upon requesting permission for such reimbursement in writing before the event and providing documentation of expense related to such reimbursement after the event, but only as agreed upon by the City Administrator in advance of the event (i.e. Oregon

Municipal Judge Association (OMJA) conferences, Spring and Fall). If such event falls on a judicial day or days or if such event requires travel on a judicial day or days, Ms. Phillips will be excused from presiding over the court on that day or days. The City will also pay for an annual membership to OMJA.

Any business licenses requirements associated with contract's services provided specifically and limited thereof to this contract will be paid by the City.

This contract shall not be deemed to prevent Ms. Phillips from entering into other or additional contracts not inconsistent with providing judicial services to City of St. Helens.

Draft

## - INSURANCE REQUIREMENTS

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

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

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<b>General Liability</b>	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advert. Inj.	\$1,000,000 \$2,000,000 \$2,000,000 \$2,000,000	NO
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	NO
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		NO
<b>Professional Liability</b>	Per occurrence	\$500,000	NO, unless determined not exempt by court of competent jurisdiction
	Annual Aggregate	\$500,000	

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

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



**City of St. Helens**  
**PERSONAL SERVICES AGREEMENT**

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

**RECITALS**

**A.** The City is in need of prosecutorial services, and Contractor is qualified and prepared to provide such services.

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

**AGREEMENT**

**1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to prosecutorial services, and Contractor accepts such engagement. The principal contact for Contractor shall be Laurie Selden.

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

**3. Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on **June 30, 2017**. Any increase in compensation during the term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

**5. Payment.**

**5.1** The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment A. Reimbursable expenses shall be billed at cost without markup and may include travel and related expenses in compliance with the City’s travel and expense policy and reproduction of documents or reports, with prior written approval..

**5.2** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide monthly billings to the City. Following approval by the City Administrator or his delegate, the flat fee billings shall be paid bi-monthly each month in equal installments (50% of monthly flat fee). Based on Contractor’s preference,

payment will be by check which will be either picked up by the contractor at the City or mailed to the Contractors designated address. Electronic payments will be offered when the City's technology is successfully modified. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

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

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

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

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

**7. Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery, by mail or by e-mail. Notices, bills and payments sent by mail/e-mail should be addressed as follows:

**CITY:** City Administrator  
City of St. Helens  
PO Box 278  
St. Helens OR 97051  
[jellis@ci.st-helens.or.us](mailto:jellis@ci.st-helens.or.us)

**CONTRACTOR:** Laurie Selden  
9765 SW Imperial Drive  
Portland, OR 97225  
503-502-5028  
[lauries@ci.st-helens.or.us](mailto:lauries@ci.st-helens.or.us)  
[pinkmoss@hotmail.com](mailto:pinkmoss@hotmail.com)

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

**8. Standard of Care.** Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor work shall be in accordance with generally accepted standards of professional practice.

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

**10. Insurance.**

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

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

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

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

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

**11. Termination.** Either party may terminate this Agreement upon sixty (60) days' written notice. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination. An annual review by December 31 of each year will be conducted by the City Administrator or his delegate to provide constructive feedback to the contractor on quality of services being provided.

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

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

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

**15. Indemnification.** Contractor and the officers, employees, agents and subcontractors of Contractor are agents of the City, as those terms are used in ORS 30.265, when providing services under this agreement. Contractor shall defend, indemnify and hold harmless the City and its officers, employees and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor if such action arises from incidents which occur when not providing services under this Agreement. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

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

**17. Compliance with Law.**

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

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

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

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

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

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

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

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

**22. Default.**

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

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

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

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

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

**24. Inspection and Audit by the City.**

**24.1** All Contractor's files shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

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

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

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

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

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

**CITY:**

**CITY OF ST. HELENS**

**CONTRACTOR:**

Laurie Selden

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Laurie Selden

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney



## ATTACHMENT A

### SCOPE OF WORK AND PERFORMANCE EXPECTATIONS

For the term of this contract or otherwise provided in the contract Documents, Ms. Laurie Selden will provide criminal prosecutorial services to the City of St. Helens consisting of the following:

#### SCOPE OF WORK

- Attend and perform prosecutorial services during court sessions two days per week as legal representative of City.
- Review all police reports, related documents and evidence in all cases submitted for municipal prosecution.
- Screen all cases and prepare all legal documents, including criminal complaints in preparation for prosecution.
- Ensure a timely response to discovery requests and requests for information.
- Draft reasoned memoranda in support of motions.
- Develop reasoned persuasive arguments and orally present same in court.
- Analyze and apply legal precedent.
- Negotiate cases on terms in the public interest.
- Prepare and present all necessary pre-trial motions and post-trial motions and other documents to ensure enforcement of court orders.
- Document additional billings associated with hourly rate.
- Consult with City Administrator and Court Clerk to discuss statistical information, such as number of cases handled, and outcomes. Coordinate with Court Clerk to provide information for the court's quarterly status report for Council.
- Answer case questions from client (usually from court staff and police department) and answer questions about criminal law or procedure to St Helens Police Officers.

#### PERFORMANCE EXPECTATIONS NOT IDENTIFIED ELSEWHERE IN THIS SCOPE OF WORK

- **Attendance and dependability:** Attend City of St. Helens Municipal Court two days per week, initially contemplated to be every Monday and Tuesday, generally from the hours of 8:30 a.m. to 5:00 p.m (excluding City Recognized Holidays that fall on designated court days and the week Christmas; the calendar of court dates may be modified at the discretion of the City's Municipal Judge); Will return phone calls and emails within a reasonable time; Will work conscientiously, accurately, and thoroughly.
- **Proper attire:** Contractor will wear court-appropriate attire during all appearances in Municipal Court and any non-appearance work task that may take place on City of St. Helens government premises.
- **Preparation:** Will be prepared consistent with professional standards.
- **Communication:** A copy of any written professional correspondence will be kept in the courts file or a separate binder with all professional correspondence.
- **Professional Relationships:** Establish and maintain professional working relationships with defense attorneys, city employees, police department personnel, city officials, and the public

- **Confidentiality:** Maintain strict confidentiality of oral and written communications, including confidentiality of Law Enforcement Data System (LEDS) printouts
- **Availability:** Be generally available to communicate with and answer questions of defense attorneys, city officials and employees, police department personnel, and the public, even on non-holiday work days when Court is not in session.

#### COMPENSATION

Ms. Selden will provide such services as an independent contractor and not as an employee. She shall be entitled to receive a flat fee of \$5,896.00 per month as payment for services. The calendar of court dates may be modified at the discretion of the City's Municipal Judge. In addition, the City prosecutor will be allowed two (2) days during which her presence is not required; however, those two (2) days will need to be scheduled in advanced and mutually agreeable with the City. If the schedule is reduced or increased associated with scheduled court days, the fee shall be reduced or increased on a pro rata basis.

Court days and trials beyond the regularly scheduled of court will be compensated at a rate of \$85/hour. Any hours compensated beyond the flat fee amount will required prior City Administrator's approval. Contractor will be required to communicate with others as provided in the "Availability" paragraph, on days other than the 2 days/week noted above. This communication shall be part of the flat fee.

As an independent contractor, Ms. Selden will not be entitled to any benefits generally provided to employees of St. Helens, nor will she be entitled to any reimbursement for mileage or long distance calls but may be entitled to reimbursement for such costs for events such as continuing legal education for city prosecutors, upon requesting permission for such reimbursement in writing before the event and providing documentation of expense related to such reimbursement after the event, but only as agreed upon by the City Administrator in advance of the event.

Any business licenses requirements associated with contract's services provided specifically and limited thereof to this contract will be paid by the City.

## ATTACHMENT B INSURANCE REQUIREMENTS

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

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

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	NO
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advert. Inj.	\$2,000,000	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	NO
Workers’ Compensation	Per Oregon State Statutes		NO
	If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		
Professional Liability	Per occurrence	\$500,000	Exempt
	Annual Aggregate	\$500,000	

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

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

Certificates of Insurance shall be forwarded to:

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

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


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



## Memorandum

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To: The Mayor and Members of the City Council

From: Jon Ellis, Finance Director 

Subject: Extension of Repayment Agreement  
American Equities

Date: June 3, 2015

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### Request:

Shall the City extend the Repayment Agreement with American Equities to May 31, 2017?

### Background:

In June 2009 the City over reimbursed American Equities System Development Charges totaling \$42,992.00. Subsequently, American Equities applied a \$15,000 deposit being held by the City towards the overpayment, leaving a principal balance of \$27,992.00 to be covered by an agreement with the City to repay over a period of time based on construction and/or sale of each lot remaining in their Ridgecrest Development (at the time 17 lots). The outstanding principal accrues simple interest at 9% until fully paid back to the City. Please note that the agreement is a recorded lien on all applicable parcels in the Ridgecrest Development.

Effective January 1, 2015, American Equities were to make a final payment of the total outstanding balance. From the time of this agreement through December 31, 2014, American Equities have constructed and/or sold 11 of the 17 lots resulting in a repayment of \$18,112.47 in principal and \$7,446.19 in interest. As of December 31, 2014 the outstanding balance of the loan agreement totaled \$14,844.17 (Principal of \$9,879.52 and accrued interest of \$4,964.65).

The City has just received the attached correspondence requesting that the agreement be extended to May 31, 2017.

### Recommendation:

Staff recommends Council direct staff to modify the Repayment Covenant to reflect the requested extension, and once the agreement has been modify, direct the Mayor to execute.

May 29, 2015

John Ellis  
City of St. Helens  
Finance Director  
P.O. Box 278  
St. Helens, OR 97051

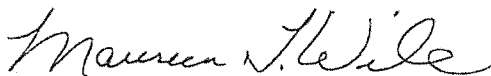
Re: Extension of Repayment Covenant dated May 31, 2011.

Dear John:

American Equities Inc. hereby requests an amendment of the above referenced Repayment Covenant extending to May 31, 2017. The outstanding amount due will continue to accrue interest until paid in full.

Please consider this our formal request to your City Council for an extension and amendment.

Sincerely,



Maureen T. Wile  
Secretary of American Equities Inc.  
mwile@aequities.com

City of St Helens  
Ridgecrest Outstanding SDC fees  
Agreement dated 5/31/12

Date	Days	Units	Interest rate	Accrued Interest	Principal	Total Owed	Per Parcel	Units	Principal
6/30/2012	1,125.00		0.000246575	7,764.90	27,992.00	35,756.90	2,103.35	17	1,646.59
6/30/2013	365.00		0.000246575	2,519.28		38,276.18	2,251.54	17	
8/30/2013	61.00		0.000246575	421.03		38,697.21	2,276.31	17	
8/30/2013	Sold	4		(2,518.87)	(6,586.35)	(9,105.23)			
8/30/2013	Sub Total				21,405.65	29,591.99	2,276.31	13	1,646.59
1/31/2014	154.00		0.000246575	812.83		30,404.82	2,338.83	13	1,646.59
1/31/2014	Sold	2		(1,384.49)	(3,293.18)	(4,677.66)			
1/31/2014	Sub Total				18,112.47	25,727.15	2,338.83	11	1,646.59
2/28/2014	28.00		0.000246575	125.05		25,852.20	2,350.20	11	1,646.59
2/28/2014	Sold	4		(2,814.45)	(6,586.35)	(9,400.80)			
2/28/2014	Sub Total				11,526.12	16,451.40	2,350.20	7	1,646.59
4/30/2014	61.00		0.000246575	173.37		16,624.77	2,374.97	7	1,646.59
4/30/2014	Sold	1		(728.38)	(1,646.59)	(2,374.97)			
4/30/2014	Sub Total				9,879.53	14,249.80	2,374.97	6	1,646.59
6/30/2014	61.00		0.000246575	148.60		14,398.40	2,399.73	6	1,646.59
6/30/2014	Sold	-		-	-	-			
6/30/2014	Sub Total				9,879.53	14,398.40	2,399.73	6	1,646.59
Revenue Recorded 010-301-365100						25,558.66			
Accrued Interest 2013-14				1,680.87					
Retired Debt				(7,446.19)	(18,112.47)				
Balance 6/30/14				4,518.87	9,879.53	14,398.40			
Accrued Interest 2014-2015 (through 6/15/2015)				852.62					
Total Outstanding June 15				5,371.49	9,879.53	15,251.02			





City of St. Helens

P.O. Box 278, St. Helens, OR 97051  
Phone: (503) 397-6272 Fax: (503) 397-4016  
[www.ci.st-helens.or.us](http://www.ci.st-helens.or.us)

May 27, 2015

Ross Miles  
American Equities, Inc.  
4225 NE St James Rd  
Vancouver WA 98663

Re: January 1<sup>st</sup> 2015 repayment of SDC overpayment  
Repayment Covenant dated May 31, 2011

Dear Mr. Miles

Pursuant to the agreement between the City of St. Helens and Ross Miles, American Equities, Inc. dated May 31<sup>st</sup> 2011, enclosed for your further processing and payment is subject invoice. Your payment was due on or before January 1, 2015 and is now considered extremely delinquent.

As discussed on several occasions since the December 2, 2014 correspondence, you were going to request an extension to subject agreement for City Council's consideration. The City has not received any formal request to date. Therefore I respectfully request that either you make full payment of outstanding amount due and/or provide a formal written request for extension of subject agreement. If the City has not received a response by June 15, we will forward to our attorneys for further collection actions.

Also enclosed is the payment history of your subject account. If you have any questions, please do not hesitate to call Crystal at 503-397-6272 or myself.

Respectfully,

Jon Ellis  
City of St Helens  
Finance Director  
503-366-8227

CC: American Equities Inc.  
PO Box 61427  
Vancouver, WA 98666

We are required by law to advise you that this communication is an attempt to collect a debt. Any information obtained will be used to that purpose. Any costs associated with collections of this debt may be added to this debt and/or this debt assigned to a private agency for collections.

Customer's Mailing Address

Ross Miles, American Equities Inc.  
4225 NE St James Rd  
Vancouver, WA 98663

Billing Date: 05/27/15  
Invoice: Ridge-6-15-15  
Description: Ridgecrest - Repayment Covenant  
Assessment No.: 71

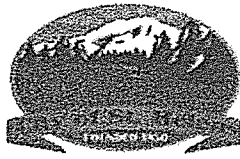
Due Date: 6/15/15

Ridgecrest Lots	Original Principal	Total Due	
		Principal	Interest
149	1,646.59	1,646.59	895.25
150	1,646.59	1,646.59	895.25
151	1,646.59	1,646.59	895.25
167	1,646.59	1,646.59	895.25
156 & 157	1,646.58	1,646.58	895.25
152 through 155	1,646.58	1,646.58	895.25
Total	9,879.52	9,879.52	5,371.50

**Total Due** 15,251.02

\* Interest is calculated based on anticipation of payment on due date  
Enclosed is your account history, if you have any questions please do not hesitate to call Crystal at 503-397-6272 or myself.

Respectfully  
Jon Ellis  
Finance Director  
City of St Helens  
503-366-8227



**City of St. Helens**

P.O. Box 278, St. Helens, OR 97051  
Phone: (503) 397-6272 Fax: (503) 397-4016  
[www.ci.st-helens.or.us](http://www.ci.st-helens.or.us)

December 2, 2014

Ross Miles  
American Equities, Inc.  
4225 NE St James Rd  
Vancouver WA 98663

Re: January 1<sup>st</sup> 2015 repayment of SDC overpayment  
Repayment Covenant dated May 31, 2011

Dear Mr. Miles

Pursuant to the agreement between the City of St. Helens and Ross Miles, American Equities, Inc dated May 31<sup>st</sup> 2011, enclosed for your further processing and payment is subject invoice. Your payment is due on or before January 1, 2015. Please be sure that you include with your payment the enclosed remittance stub to assure timely recording.

Also enclosed is the payment history of your subject account. If you have any questions, please do not hesitate to call Crystal at 503-397-6272 or myself.

Respectfully,

Jon Ellis  
City of St Helens  
Finance Director  
503-366-8227

CC: American Equities Inc.  
PO Box 61427  
Vancouver, WA 98666

We are required by law to advise you that this communication is an attempt to collect a debt. Any information obtained will be used to that purpose. Any costs associated with collections of this debt may be added to this debt and/or this debt assigned to a private agency for collections.

Customer's Mailing Address

Ross Miles, American Equities Inc.  
4225 NE St James Rd  
Vancouver, WA 98663

Billing Date: 12/02/14  
Invoice: Ridge-1-1-15  
Description: Ridgecrest - Repayment Covenant  
Assessment No.: 71

Due Date: 1/1/15-3/1/15

Ridgecrest Lots	Original Principal
149	1,646.59
150	1,646.59
151	1,646.59
167	1,646.59
156 & 157	1,646.58
152 through 155	1,646.58
Total	9,879.52

Total Due		
Principal	Interest	Total
1,646.59	827.44	2,474.03
1,646.59	827.44	2,474.03
1,646.59	827.44	2,474.03
1,646.59	827.44	2,474.03
1,646.58	827.44	2,474.02
1,646.58	827.45	2,474.03
9,879.52	4,964.65	14,844.17
Total Due		14,844.17

\*

Interest is calculated based on anticipation of payment on due date  
Enclosed is your account history, if you have any questions please do not hesitate to call Crystal at 503-397-6272 or myself.

Respectfully  
Jon Ellis  
Finance Director  
City of St Helens  
503-366-8227

AFTER RECORDING RETURN TO:

Jordan Schrader Ramis PC  
Two Centerpointe Dr Ste 600  
Lake Oswego OR 97035  
(49698-36178 - AMJ)

COLUMBIA COUNTY, OREGON 2011-004359  
DEED-COV  
Cnt=1 Pgs=5 HUSER8 06/14/2011 12:49:26 PM  
\$25.00 \$11.00 \$15.00 \$5.00 \$10.00 = \$66.00



00141341201100043580050050

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

Elizabeth E. Huser - County Clerk

UNTIL A CHANGE IS REQUESTED  
SEND TAX STATEMENTS TO:  
NO CHANGE

*This space is reserved for recorder's use.*

Covenant Relating to Repayment of Certain Sums

Ross Miles  
American Equities, Inc.  
4225 NE St James Rd  
Vancouver WA 98663  
Owner's Name and Address

City Administrator  
City of St. Helens  
PO Box 278  
St. Helens OR 97051  
Beneficiary's Name and Address

THIS COVENANT is made this 31<sup>st</sup> day of MAY, 2011, by American Equities, Inc. (together with its successors and assignees, collectively "Owner") and the City of St. Helens ("City").

WHEREAS, Owner owns certain real estate situated in the City of St. Helens, Oregon (the "subject Property"), which is legally described as Lots 149 through 157, and Lots 166 through 173, and Lots 220 through 223, and Tracts H and I on the plat called Ridgecrest Planned Community Development No. 3, as recorded at Book 6, pages 35-42 in the official records of Columbia County, State of Oregon; and

WHEREAS, the City and Owner entered into an agreement providing that the City would reimburse Owner for certain System Development Charge credits; and

WHEREAS, the City inadvertently over-reimbursed Owner approximately \$42,992.00 for System Development Charge credits; and

WHEREAS, Owner acknowledges this over-reimbursement and agrees to repay the over-reimbursed amounts to the City; and

WHEREAS, City and Owner have agreed to the terms and conditions of such repayment and have agreed to enter into this Covenant; and

WHEREAS, future buyers and owners of any lots constituting the Property will be bound by Owner's obligations under this Covenant and should be aware of their duties herein.

#### AGREEMENT

NOW THEREFORE, Owner and City, in consideration of the promises contained herein and other good and valuable consideration, which is the whole thereof, the receipt and sufficiency of which is hereby acknowledged, do covenant and agree as follows:

1. **Promise to Pay.** The Owner agrees to repay the City for the over-reimbursement of System Development Charge credits made in 2005 an amount equal to \$42,992.00 plus nine percent (9%) simple interest on the balance owed since June 1, 2009 ("Repayment").
2. **Apportionment of Payments.** Owner's foregoing promise to pay is unconditional, but because the Owner is without sufficient funds to pay immediately, the City (solely as an accommodation) and Owner enter into this Covenant. Owner will pay the Repayment in equal amounts of \$1,646.60 principal plus accrued interest thereon for each buildable lot that the developer owns in Ridgecrest Subphase VI. Payment shall be made not later than the time of issuance of any development permit or building permit for each lot until the balance of the over-reimbursement plus interest is repaid. No such permit shall issue until the payment provided for herein is received.
3. **Payment If Development Delayed.** American Equities, Inc., and Ross Miles hereby agree, separately, to pay the entire unpaid balance of the Repayment, together with accrued and unpaid interest, if Owner does not pay the entire balance of the Repayment and comply with the terms of this Covenant, on or before January 1, 2015. The City may collect the entire unpaid balance from either or both parties, jointly or separately.
4. **Application of other Funds.** City agrees to apply certain funds held as a deposit to reduce the unpaid principal balance, not including interest, by accepting a transfer of a portion of the Sensitive Lands Permit # SL.1.07 deposit made to cover survival of trees planted in Tract I of Ridgecrest Development Phase III. Owner agrees that all



such deposited funds not needed for their original purpose shall be transferred to the City to reduce the amount of over-reimbursed SDC credits.

5. **Binding Effect on Buyers.** By taking title to any lot or part of the subject Property, any subsequent owner agrees to comply with the Owner's obligations under this Covenant as to any lot or lots purchased. Owner shall notify those persons who acquire any interest in the subject property of the terms of this Agreement prior to sale.
6. **Covenant Runs with Land.** The Owner's restrictions, obligations and other requirements described in this Covenant shall run with the land and be binding on the Owner and the Owner's successors and assignees. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in all or any part of the subject Property by any person shall limit the rights, obligations and restrictions set forth herein.
7. **Application of Payments.** All Payments, except the payment described in Paragraph 4, shall be applied proportionately to the balance of unpaid principal and interest.
8. **Termination.** This Covenant shall terminate at such time as the City determines that balance of the Repayment, together with all interest thereon is paid in full. In the event that the City determines the entire balance of principal and interest has been paid prior to the sale of all lots, then this Covenant shall terminate, and the remaining lots may be sold free of this Covenant. **PROSPECTIVE BUYERS SHOULD CONTACT THE CITY TO DETERMINE WHETHER THIS COVENANT HAS TERMINATED.**
9. **Amendment.** This Covenant shall not be amended, modified, or terminated except by written instrument executed between City and the Owner. Within fifteen (15) days of executing an amendment, modification, or termination of the Covenant, such amendment, modification, or termination shall be recorded by the party seeking such amendment, modification or termination at the Office of the Recorder of Columbia County. Within five (5) days after recording, a true copy of the recorded amendment, modification, or termination shall be presented to City and the then owner of the subject Property.
10. **Remedy for Failure to Comply.** City may enforce this Covenant by appropriate action without notice. If an action is commenced to enforce any of the terms of this Covenant, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and

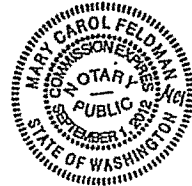
generally accepted in the Portland, Oregon, metropolitan area. City may utilize any other remedy available at law or in equity.

11. **Authorization.** The undersigned persons executing this Covenant on behalf of the Owner and City represent and certify that they are duly authorized and have been fully empowered to execute, deliver and record this Covenant.
12. **Counterpart Copies.** This Covenant may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals.
13. **Severability.** If any provision of this Covenant shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of this Covenant shall not be in any way impaired.

IN WITNESS WHEREOF, the said Owner of the subject Property described above has caused this Covenant to be executed on this 31<sup>st</sup> day of May, 2011.

American Equities, Inc.

By: Ross C. Miles  
Ross Miles  
Its: President



STATE OF Washington )  
County of Clark ) ss.

This instrument was acknowledged before me on May 31, 2011,  
by Ross Miles as President of American Equities, Inc.

Mary Carol Feldman  
NOTARY PUBLIC FOR Washington  
My Commission Expires: 9-1-2012

By: Ross C. Miles  
Ross Miles, Individually

[Acknowledgements and Signatures Continued on Next Page]



STATE OF Washington  
County of Clark )ss.

This instrument was acknowledged before me on June 31, 2011, by Ross Miles.

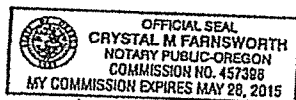
Mary Carol Feldman  
NOTARY PUBLIC FOR Washington  
My Commission Expires: 9-1-2012

IN WITNESS WHEREOF, the City of St. Helens has caused this Covenant to be executed on this 7 day of June, 2011.

By: Chad Olsen  
Name: Chad Olsen  
Its: City Administrator

STATE OF Oregon  
County of Columbia )ss.

This instrument was acknowledged before me on June 7th, 2011, by Chad Olsen as City Administrator of the City of St. Helens, a municipal corporation of the State of Oregon.



Crystal M. Farnsworth  
NOTARY PUBLIC FOR Oregon  
My Commission Expires: 5/28/2015



## Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: May 29, 2015

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*Planning Department Report attached.*

*Business License Reports attached.*

# **CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT**



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

**Date:** 05.26.2015

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**

The department is exploring the STIP (administered by ODOT) as potential funding mechanism for corridor plan related capital improvements.

Conducted a pre-application meeting for renovation of a building in the Port of St. Helens Multnomah Industrial park.

Conducted a pre-app meeting for a preschool at 35531 Firway Lane.

Revised/created some building permit review guides for Assistant Planner training purposes.

Despite simply waiting for a decision by the Oregon Court of Appeals regarding the S. St. Helens LLC v. City of St. Helens Sensitive Lands Permit case, there has been dialog (in writing) between the attorneys about the court's record. Basically it's about clarification of the record and facts for the court. Date of decision by the court is still unknown but anticipated after July 1<sup>st</sup>.

## **DEVELOPMENT CODE ENFORCEMENT**

Staff continues to work the attorney representing the property owner at 34666 Snow Street for a civil compromise for a long time unauthorized driveway issue as discussed in last month's department report.

## **PLANNING COMMISSION (& acting HISTORIC LANDMARKS COMMISSION)**

May 12, 2015 meeting (outcome): The Commission held three public hearings: one for a Conditional Use Permit at 1771 Columbia Boulevard, the second for city proposed amendments to the Development Code, and the third for the Parks and Trails Master Plan adoption.

The Conditional Use Permit was approved. The commission recommended approval (with some amendments) for the other two items, which will be reviewed by the Council for final decision in June.

The Commission also discussed its annual report to the City Council.

June 9, 2015 meeting (upcoming): Two public hearings are anticipated: One for a Variance at 75 River Way and another for a Conditional Use Permit 35531 Firway Lane.

## **HISTORIC PRESERVATION**

Assistant Planner Jenny Dimsho sent out letters to historic property owners for the current CLG grant cycle. See <http://www.ci.st-helens.or.us/landuseplanning/departments/historic-preservation/>

## **GEOGRAPHIC INFORMATION SYSTEMS (GIS)**

The City's official zoning map has been updated. The previous update was August 2012. You will see a copy in the Council Chambers. SHMC 17.32.020 requires an up-to-date zoning map. It is also available as a .pdf on the City website at the planning page: <http://www.ci.st-helens.or.us/landuseplanning/> The Comprehensive Plan map has been updated as well (previous update August 2012).

Also, I started to work with Metro Planning, Inc. for a more interactive GIS based zone/land use, etc. map for public use via our website.

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

## Jacob Graichen

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**From:** Jennifer Dimsho  
**Sent:** Thursday, May 21, 2015 2:32 PM  
**To:** Jacob Graichen  
**Subject:** May Planning Department Report

Here are my additions for the May Planning Department Report. There was also a noticeable increase in the number of planning-related questions this month.

1. **McCormick Park Bridge Project:** Assisted with RFP creation, promotion, and facilitation
2. **Parks & Trails Master Plan**
  - a. Finalized and uploaded the revised version to the Parks page
  - b. Prepared for Council Public Hearing on 6/3.
3. **Integrated Planning Grant – Waterfront Redevelopment Project**
  - a. Attended Waterfront Advisory Committee Meeting #2
  - b. Met with Maul Foster & Alongi to prepare agenda, promotion, and logistics for the “What’s Your Waterfront” Open House (6/23)
4. Attended an all-day Grant-Writing Workshop hosted in part by the Columbia County Cultural Coalition
5. Provided input to the Public Health Foundation of Columbia County for the tobacco-free parks draft ordinance
6. Promoted the new City Hall Bicycle Friendly designation on RideOregonRide. Public Library was also approved as a Bike Friendly location.
7. Followed up with Bill Johnston about our 2018-21 Statewide Transportation Improvement Plan (STIP) proposal
8. Began work on a Parklet Application, Fact Sheet, and a Parklet Application Checklist
9. Created a St. Helens Grants Overview document to help track successful & unsuccessful past grants and outgoing grant applications

**Jennifer Dimsho**  
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## BUSINESS LICENSE REPORT

City Department Approval: May 18, 2015

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

Signature: K. Payne  
Date: 5/18/15

### RESIDENT BUSINESS – NEW 2015

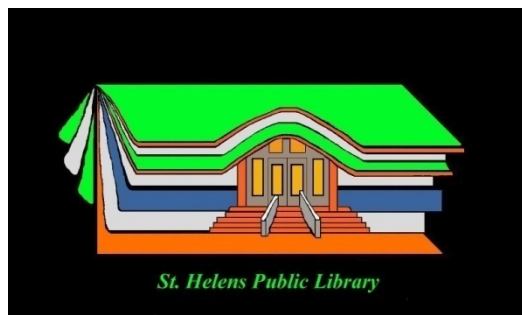
- |                          |  |                            |
|--------------------------|--|----------------------------|
| <input type="checkbox"/> | Angel Marie Pivowar<br>215 S 1 <sup>st</sup> Street                  | Secondhand Items           |
| <input type="checkbox"/> | Jenni Clark-Lawrence<br>215 S 1 <sup>st</sup> Street                 | Repurpose Items/Signs      |
| <input type="checkbox"/> | McFarland Cascade Holdings, Inc.<br>58144 Old Portland Road, Suite A | Utility Pole Manufacturing |

### NON-RESIDENT BUSINESS - 2015

- |                          |                                      |                                     |
|--------------------------|--------------------------------------|-------------------------------------|
| <input type="checkbox"/> | A-Action Appliance and Heating       | Home Repairs – HVAC                 |
| <input type="checkbox"/> | Barstad Development Inc.             | Remodel a House                     |
| <input type="checkbox"/> | Key Mechanical Co.                   | HVAC/Refrigeration Contractor & Svs |
| <input type="checkbox"/> | Northwest Mechanical Contractors LLC | Mechanical Contractor               |

### MISCELLANEOUS - 2015

- |                          |                      |                               |
|--------------------------|----------------------|-------------------------------|
| <input type="checkbox"/> | TS Gray Construction | 7-Day, Commercial Contracting |
|--------------------------|----------------------|-------------------------------|



**May 27, 2015**

**From:** Margaret Jeffries, Library Director

**To:** The Mayor and Members of the City Council

**Subject:** Library Department Report

**Oregon's Hidden History of Segregation and Discrimination by the Fair Housing Council of Oregon:**

- **Presentation – Tuesday, June 9, 7:00pm**
- **Exhibit - June 1-17**

**Summer Reading for Everyone:** Summer Reading sign-up for children, teens and adults begins on **Monday, June 15**. This year's theme is "Every Hero has a Story". Watch for the events flyer soon.

**Kiwanis Parade:** Some of the Library staff and volunteers will march in the Kiwanis Parade with the Scappoose Public Library to advertise our Summer Reading theme. We will also emphasize our 100 year history with plans to march behind the float celebrating the 100 year history of Kiwanis, the Columbia County Fair and the Warren Grange.

**Calendar of Events:**

5/27	Teen Advisory Board, 4:00pm
5/27	Teen Gaming Night, 4:30pm
5/27	Friends of the Library Meeting, 5:30pm
6/1-17	Fair Housing Council Exhibit on Display in the Library
6/9	Oregon's Hidden History of Segregation and Discrimination – Presentation by the Fair Housing Council of Oregon, 7:00pm
6/10	Youth Librarian visits Head Start
6/15	Summer Reading Sign-Up Begins
6/20	Library participates in the Kiwanis Parade