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**City of St. Helens**  
**COUNCIL WORK SESSION AGENDA**  
**Wednesday, March 1, 2017, 1:00 p.m.**  
City Council Chambers, 265 Strand Street, St. Helens

**City Council Members**

Mayor Rick Scholl  
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.

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|---|-----------|
| 1. Visitor Comments   | 1:00 p.m. |
| 2. Annual Report from City Forester Mason, Bruce & Girard – <i>Brent Keller</i>       | 1:05 p.m. |
| 3. Update on Community Events Planning – <i>Tina Curry</i>                            | 1:15 p.m. |
| 4. Centerlogic/Azimuth Discussion on Council Chambers A/V Equipment                   | 1:45 p.m. |
| 5. 2 <sup>nd</sup> Quarter Report from Municipal Court – <i>Judge Phillips</i>        | 2:15 p.m. |
| 6. 5-Year Forecast for Water, Sewer, Street & Storm Rates - <i>Matt</i>               | 2:30 p.m. |
| 7. Discuss Council Direction Regarding Revenues/Expenditures - <i>Matt</i>            | 2:50 p.m. |
| 8. Review Public Access Easement Agreement - <i>Jacob</i>                             | 3:10 p.m. |
| 9. Review Agreement for Use of Portland Police Bureau Training Complex – <i>Terry</i> | 3:20 p.m. |
| 10. Department Reports  | 3:25 p.m. |
| 11. Council Reports   | 3:45 p.m. |
| 12. Executive Session: ORS 192.660(2)(e) Real Property Transactions                   | 4:05 p.m. |
| 13. Other Business  |           |
| 14. Adjourn   |           |

**FOR YOUR INFORMATION**

**Upcoming Dates to Remember:**

- February 27, Youth Council, 7:00 p.m., Council Chambers
- February 28, Arts & Cultural Commission, 6:30 p.m., Council Chambers
- March 1, Council Work Session, 1:00 p.m., Council Chambers
- March 1, Council Regular Session, 7:00 p.m., Council Chambers

**Future Public Hearing(s)/Forum(s):**

- PH: March 15, 6:30 p.m., Comprehensive Plan/Zone Map Amendment – 2554/2560 Columbia Blvd.
- PH: April 5, 6:00 p.m., Comprehensive Plan/Zone Map Amendment & Text Amendments – City-wide

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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.

# **City of St Helens - Milton Creek Watershed Annual Review & Market Report March 1, 2017**

## **FOREST MANAGEMENT UPDATE**

### **2016 Review**

#### **➤ Reforestation**

- Interplanting of 19,000 seedlings completed in March.
  - Due to 2015 summer drought conditions, 50 of the 110-acres harvested in 2014 require interplanting.

#### **➤ Noxious Weed Control**

- 26-acres sprayed for Scotch Broom in June.

### **2017 Activities**

#### **➤ Pre-Commercial Thinning**

- 60-acres along Pittsburg Road (See Map)
  - Age 24-years
  - Overstocked - 400+ Trees Per Acre
  - 200-250 Trees Per Acre following thinning

# **City of St Helens - Milton Creek Watershed Annual Review & Market Report March 1, 2017**

## **TIMBER MARKET ANALYSIS**

### **Current Sawlog Market**

#### **Current Prices**

In February 2017, *small Douglas-fir saw log* (5" to 14" diameter @ small log end) delivered prices in the local area range from **\$600 to \$700** per MBF. This price range is higher than this time last year.

#### **Current Trend**

Small log inventories at local sawmills are currently at normal capacity. Prices have come up some over the winter as the harsh weather caused a decrease in log deliveries. The export market is not as high as in recent years, but remains steady and above the domestic market.

The current inventory of City of St Helens timber features mostly small Douglas-fir saw logs. In the current market, Douglas-fir stumpage prices for City of St Helens timber would range from **\$400-\$500** per MBF.

# City of St Helens - Milton Creek Watershed Annual Review & Market Report March 1, 2017

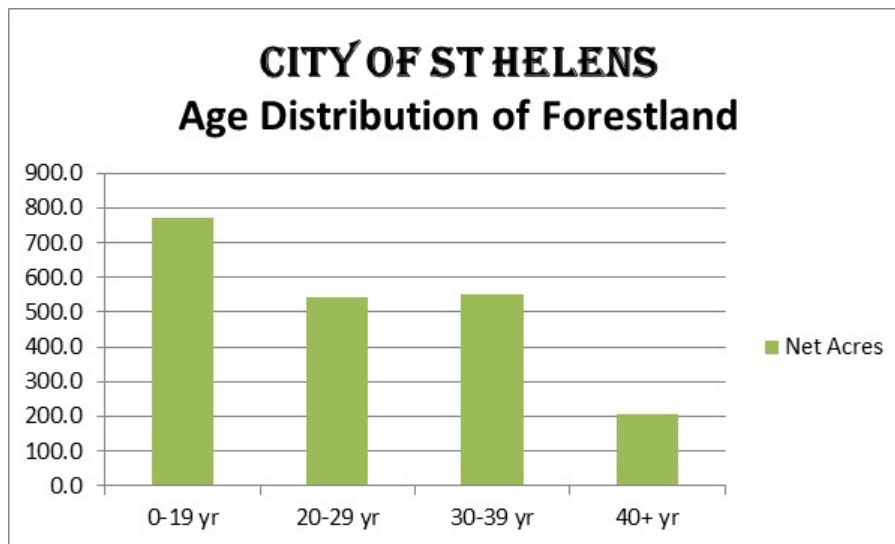
## HARVEST PLANNING

### Future Outlook

#### City of St Helens Forest Composition

The City's oldest stand of timber is now 49-years of age. This puts the City in a secure position going forward, as the local log market is more focused on smaller dimension logs.

#### *Age Distribution of City of St Helens Forestland*



There are roughly 200-acres of timber age 40 or greater. Within 10-years, over 500-acres will move into the 40+ year category. During that time, the City will have the option of an annual harvest program.

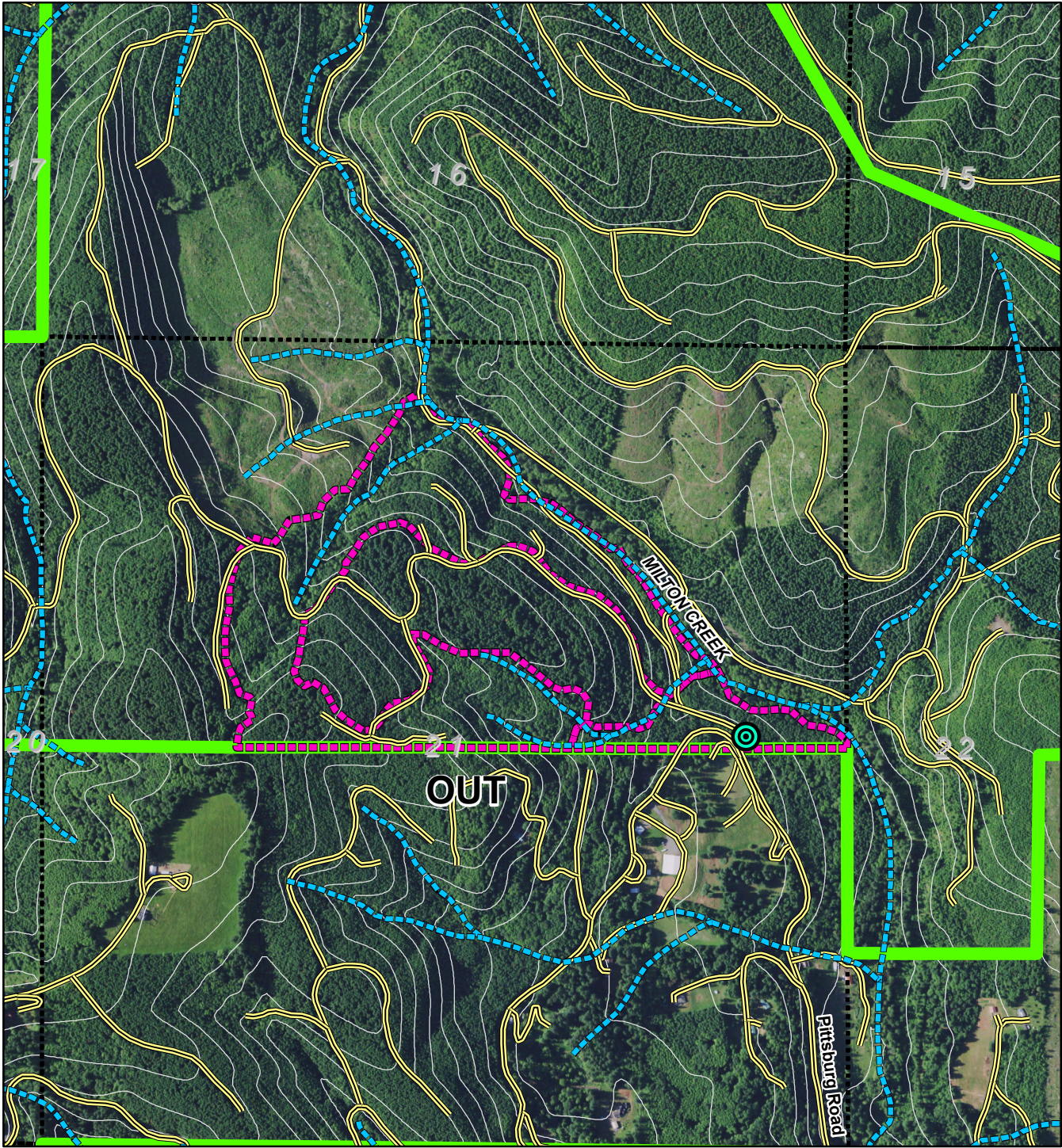
#### Future Harvesting Options

The City has 100-acres of readily available merchantable timber, comprised of two separate stands. (See Map) While merchantable, these stands are growing vigorously, and will truly reach their peak in the next three years. In addition, selling both of the stands now would create a 5 to 10-year break in available timber, while the 30 to 39-year age class matures.

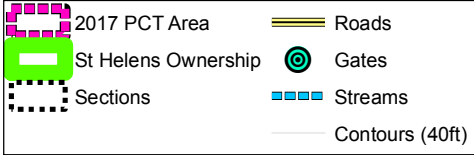
One of the stands is 40-acres, and a viable harvest option. I recommend selling this stand within the next three years, during a peak time in the log market.



# City of St Helens 2017 Pre-Commercial Thinningg Area (60-acres)



Township 5 North - Range 2 West



1 inch = 1,000 feet

**MB&G**  
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 Natural Resource Consultants Since 1921

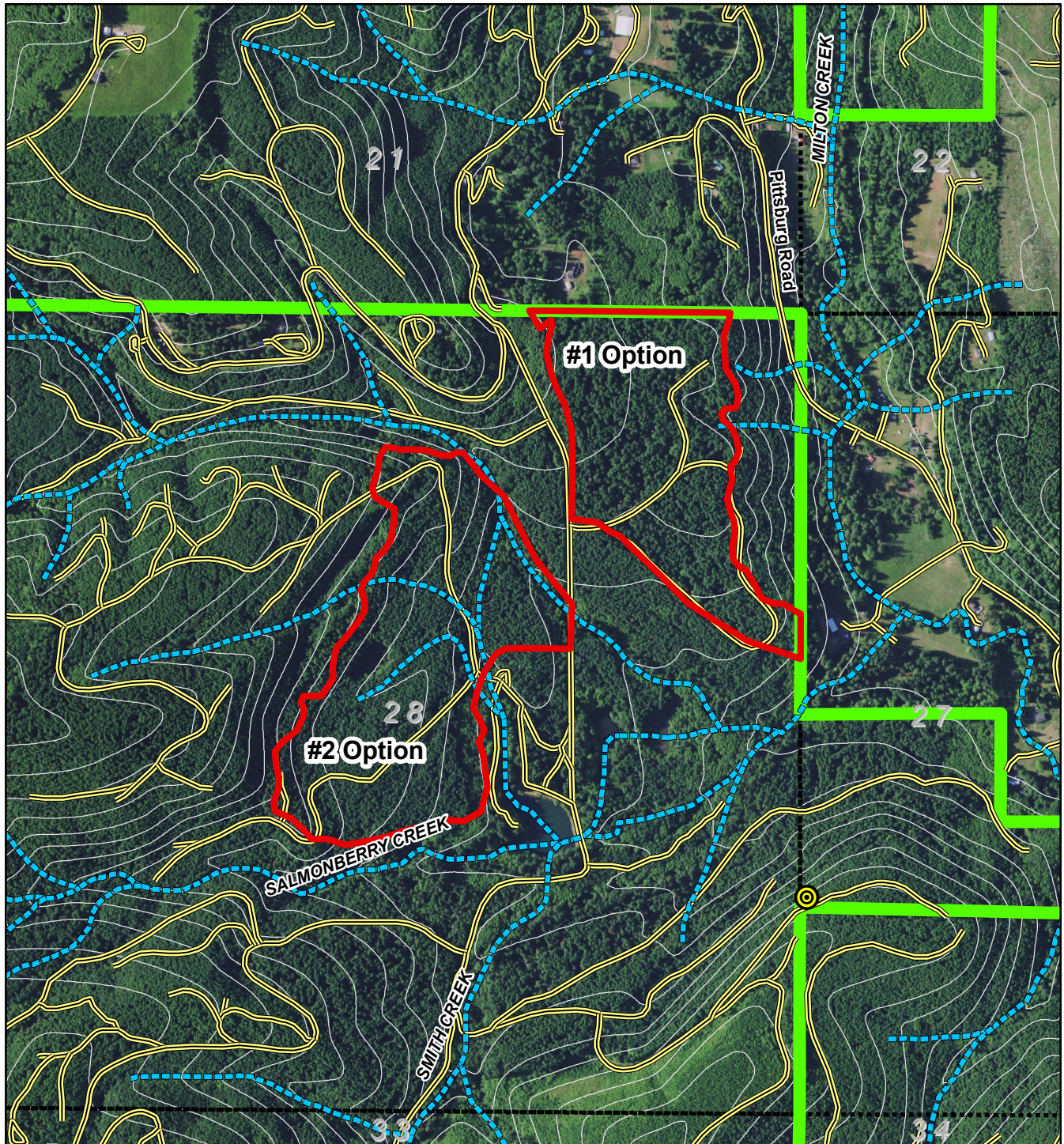


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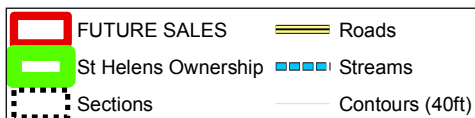
Projection: NAD83, State Plane Oregon North  
 Aerial Photo: 2016 NAIP



# City of St Helens Future Timber Sales



Township 5 North - Range 2 West



1 inch = 1,000 feet

**MB&G**  
Mason, Bruce & Girard, Inc.  
Natural Resource Consultants Since 1921



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Projection: NAD83, State Plane Oregon North  
Aerial Photo: 2016 NAIP



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**COUNCIL MEETING – 03/01/17**

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**TO:** CITY COUNCIL  
**FROM:** MATT BROWN  
**SUBJECT:** 2<sup>ND</sup> QTR COURT DEPARTMENT REPORT  
**DATED REPORT:** MARCH 1, 2017

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Greetings Council,

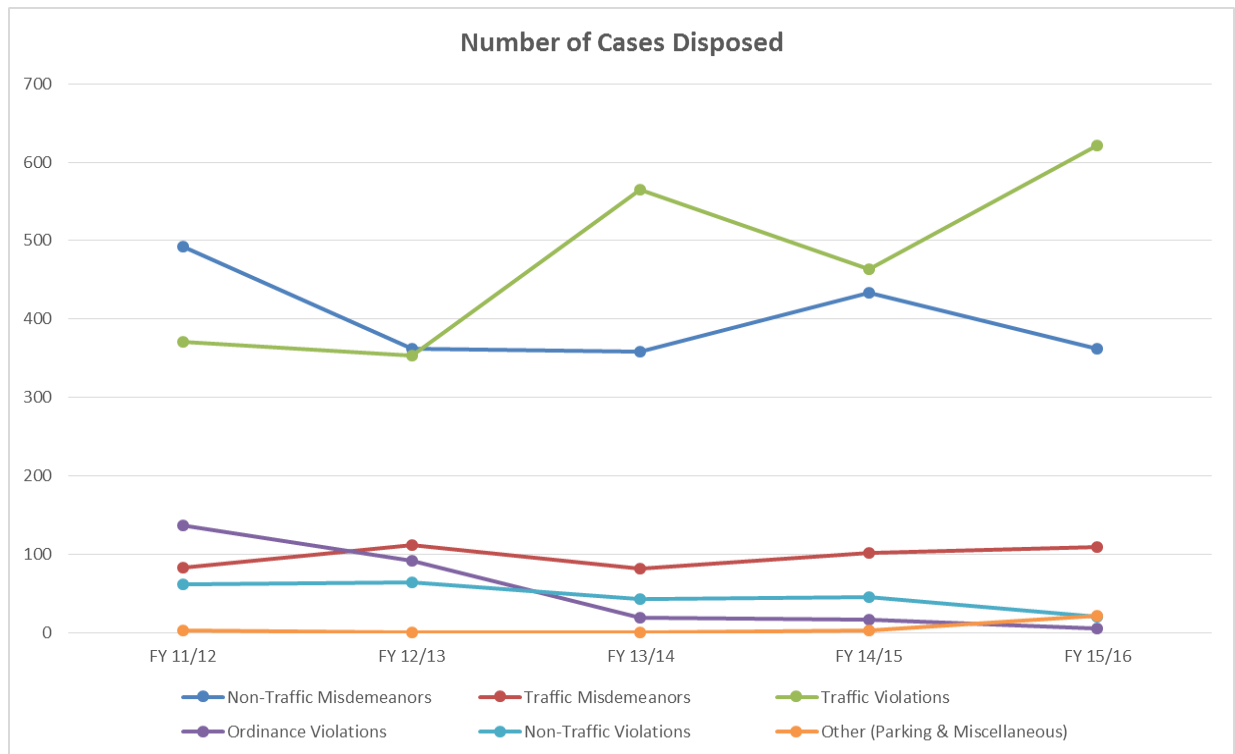
Here you will find a quarterly report for the Court Department ending 12/31/2016 (2<sup>nd</sup> Qtr. of 2016/17). Judge Phillips will be available to answer any questions and report on her specific tasks as well with the department. I am happy to answer any questions you may have.

For the 2<sup>nd</sup> Quarter of 2016/17, the number of cases disposed was 526 (roughly 46% of last fiscal year). This shows that the department is about a little lower then FY 15/16. FY 15/16 was a very busy year compared to the 3 previous years as shown on the totals in the chart below (Total Cases Filed). Using a moving average from the previous months FY 12/13 forward, the department is actually above the average that is 532 cases.

The information from FY 2011/12 through FY 2015/16 is shown graphically on the next page. Because this information is showing the full year of information, the 2<sup>nd</sup> quarter of 2016/17 is NOT represented on this graph. Examples of what is contained in each category specifically is provided on the next page for your reference as well.

**St. Helens Municipal Court Trend**  
**Number of Cases Disposed**

<b>Cases Filed</b>	<b>FY 11/12</b>	<b>FY 12/13</b>	<b>FY 13/14</b>	<b>FY 14/15</b>	<b>FY 15/16</b>	<b>2nd Qtr FY 16/17</b>	<b>% of 15/16</b>
<b>Non-Traffic Misdemeanors</b>	493	362	358	434	362	173	48%
<b>Non-Traffic Violations</b>	61	64	43	45	20	10	50%
<b>Traffic Misdemeanors</b>	83	111	82	101	109	43	39%
<b>Traffic Violations</b>	371	353	565	464	622	287	46%
<b>Municipal Code Misdemeanors</b>	1	0	3	-	-	-	0%
<b>Ordinance Violations</b>	137	92	19	16	5	9	180%
<b>Other (Parking &amp; Miscellaneous)</b>	3	0	0	3	21	4	19%
<b>Sub Totals:</b>							
<b>Misdemeanors</b>	577	473	443	535	471	216	
<b>Violations</b>	572	509	627	528	668	310	
<b>Total Cases Filed</b>	<b>1,149</b>	<b>982</b>	<b>1,070</b>	<b>1,063</b>	<b>1,139</b>	<b>526</b>	<b>46%</b>



**Examples of Charges by Category:**

**Non-Traffic Misdemeanors:** Assault IV, False Swearing, Escape III, Unauthorized Departure, Interfering with a Police Officer, Resisting Arrest, Endangering the Welfare of a Minor, Strangulation, Menacing, Recklessly Endangering, Sex Abuse III, Public Indecency, Child Neglect II, Theft II & III, Criminal Trespass I & II, Unlawful Entry into a Motor Vehicle, Criminal Mischief II & III, Forgery II, Fraudulent Use of Credit Card, Negotiating a Bad Check, Disorderly Conduct, Harassment, Sexual Harassment, Telephonic Harassment, Carrying a Concealed Weapon, Animal Abuse I & II, Animal Neglect I & II, Animal Abandonment, Failure to Report as a Sex Offender, Furnishing Alcohol to a Minor or Intoxicated Person, Possession of < 1 oz. Marijuana within 1000' of a School, Contempt of Court, Fleeing or Attempting to Elude, Failure to Appear on a Criminal Citation

**Traffic Misdemeanors:** DUII, False Information about Liability Insurance, Failure to Carry/Present a License, Using an Invalid License, Reckless Driving, Driving While Suspended - Misdemeanor, Failure to Perform the Duties of a Driver, Failure to Appear in a Violation Proceeding

**Traffic Violations:** Driving While Suspended - Violation, Driving Uninsured, Failure to Obey a Traffic Control Device, Failure to Renew Tags, No Operator's License, Failure to Yield to a Pedestrian, Failure to Yield to an Emergency Vehicle, Violation of Speed Limit, Careless Driving, Failure to Stop for a School Bus, Open Container in a Vehicle, Unlawful/Unsignaled Turn, Failure to Drive within Lane, Following Too Closely, Operating a Vehicle while Using a Mobile Communication Device, Refusal to Submit to a Breath Test, Operation of Vehicle without Required Lighting, Defective Equipment, Unreasonable Sound Amplification, Operation of Vehicle without Proper Fenders/Mudguards, etc.

**Municipal Code Violations:** Conducting Business Without a License, Prohibited Burning, Open Container of Alcohol in Public, Unlicensed Dog, Dog at Large, Aggressive Dog, Nuisance Violation, Scattering Debris, Keeping of Junk, Violation of Time Limits - Dock, Swimming from City Docks, Parking, Violation of Handicap Zone

**Building Code Violations:** Violation of Structural Specialty Code, Failure to Obtain Permit, Violation of Residential Specialty Code, Altered Use of Premises, Failure to Comply with Erosion Prevention and Sediment Control, Violation of Oregon Dwelling Specialty Code, Violation of Floating Structures Code, Occupancy Violation, Violation of Oregon Mechanical Specialty Code, Violation of Oregon Plumbing Specialty Code, Violation of Electrical Code, Sensitive Lands Violation, Tree Removal Violation, Failure to Obey the Final Order of the St. Helens Building Official

**Minor in Possession:** Minor in Possession of Alcohol or Minor in Possession of Alcohol by Consumption

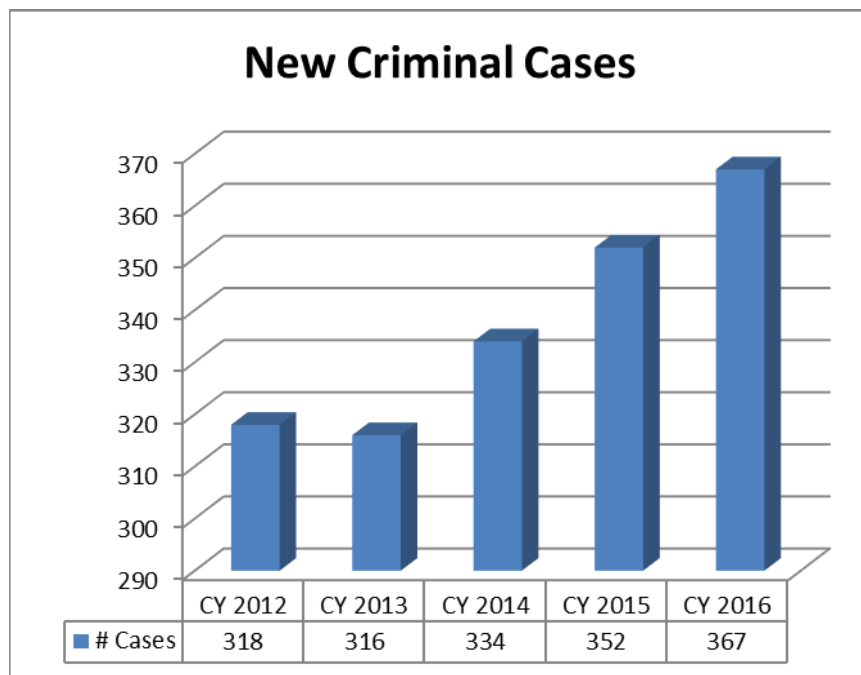
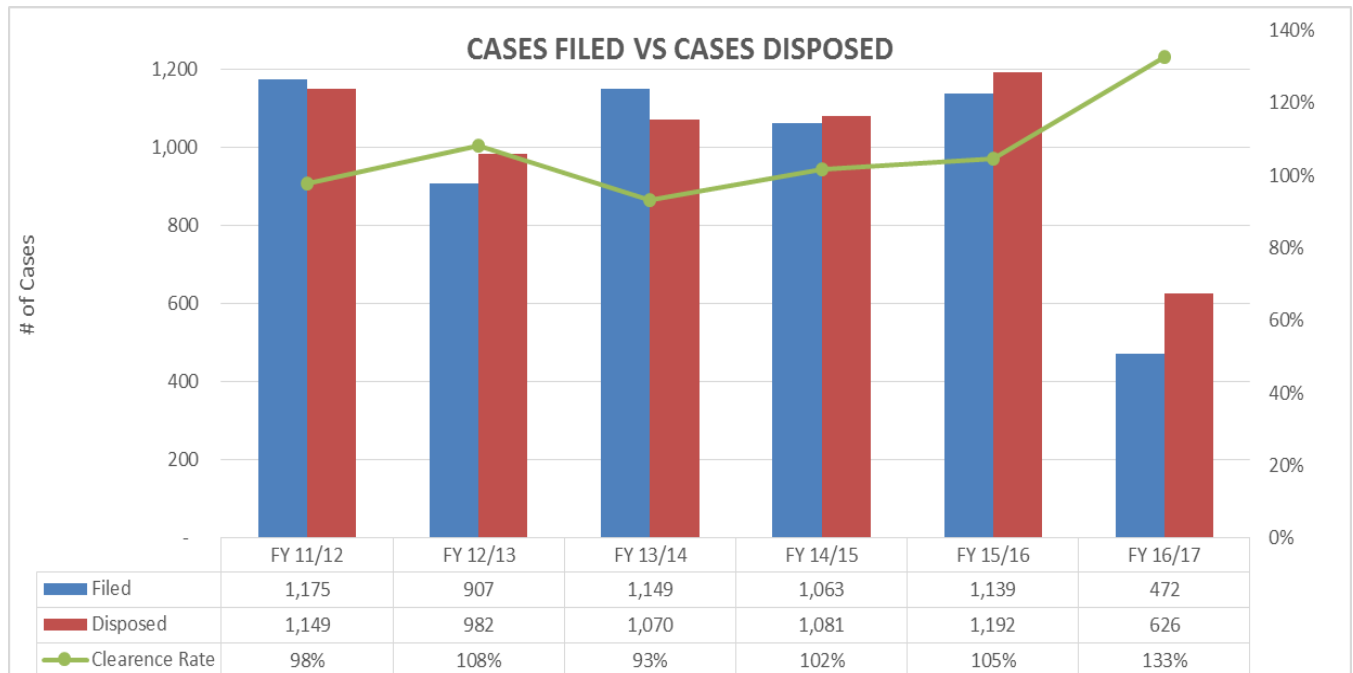
**Other:** There are other charges not included in the above categories such as, Possession of Less than One Ounce of Marijuana - violation, Allowing Consumption of Alcohol by a Minor, State Revenue Payments, misdemeanor charges filed as violations



Financially speaking, the department above expectations on revenue if you were to consider December at a 50% threshold. Based on the end of the calendar year, my expectation is for department revenue to reach around \$230,000. Personnel Services is within budget but will be monitored near the end of the fiscal year with a possible need for a budget amendment. This is mainly due to additional personnel costs with additional staffing on court days to help manage the Court front office. Materials and Service line items are all within budget and will be monitored throughout the next few months to ensure that no budget appropriation is necessary at the end of the fiscal year.

	Actual FY 11/12	Actual FY 12/13	Actual FY 13/14	Actual FY 14/15	Actual FY 15/16	Adopted FY 16/17	07/01/16 - 12/31/16
<b>REVENUE</b>							
Fines	225,615	226,934	208,538	190,975	213,973	200,000	113,063
Court reimbursements	10,280	5,283	5,055	8,389	8,662	9,100	4,237
<b>TOTAL REVENUE</b>	<b>235,895</b>	<b>232,218</b>	<b>213,593</b>	<b>199,364</b>	<b>222,634</b>	<b>209,100</b>	<b>117,300</b>
<b>EXPENSES</b>							
<b>Personnel Services</b>							
Salary	185,442	83,520	89,870	84,549	91,404	97,020	47,556
Overtime	-	-	-	-	6,365	-	360
SSI taxes	14,161	6,349	6,921	6,477	7,581	7,450	3,676
Retirement	41,580	17,069	18,737	17,542	20,509	20,440	10,102
Workers comp	302	172	201	215	237	240	129
Medical benefits	37,722	33,135	40,105	35,721	42,815	47,790	23,209
Disability/life ins	547	389	409	405	400	420	192
Longevity	360	360	820	360	360	360	210
Unemployment	-	-	-	-	-	-	5,184
VEBA	3,073	1,811	1,648	1,520	1,560	1,560	780
Direct labor charge	-	-	-	-	15,264	32,990	32,990
PF health	805	208	-	198	627	1,200	403
<b>Total Personnel Services</b>	<b>283,992</b>	<b>143,013</b>	<b>158,711</b>	<b>146,987</b>	<b>187,122</b>	<b>209,470</b>	<b>124,792</b>
<b>Materials and Services</b>							
Attorney	2,770	1,490	-	-	-	-	-
Insurance	5,590	-	-	-	-	-	-
Office supplies	1,822	1,650	2,102	887	1,215	1,000	1,046
Jury / witness fees	50	1,434	758	1,152	310	1,250	-
Postage	1,642	-	-	-	-	-	-
Miscellaneous	-	(52)	258	96	739	200	93
Professional development	2,461	614	2,070	2,522	2,602	4,250	2,004
Information services	19,299	17,411	13,587	8,794	16,110	15,930	4,455
Reference materials	493	70	299	94	205	390	21
Professional services	45,311	119,533	118,645	128,940	124,240	136,240	62,520
Self Insurance	-	-	-	-	-	580	-
Pro Tem Judge/Prosecutor	-	-	-	-	3,593	-	-
Indirect cost allocation	44,296	39,248	26,740	28,272	26,954	34,020	34,020
<b>Total Materials and</b>	<b>123,734</b>	<b>181,398</b>	<b>164,459</b>	<b>170,757</b>	<b>175,968</b>	<b>193,860</b>	<b>104,158</b>
<b>Transfers</b>							
Capital replacement reserve	4,800	4,800	-	-	-	-	-
<b>TOTAL EXPENSES</b>	<b>412,526</b>	<b>329,211</b>	<b>323,170</b>	<b>317,744</b>	<b>363,090</b>	<b>403,330</b>	<b>228,950</b>
<b>DEPARTMENT NET =</b>	<b>(176,631)</b>	<b>(96,993)</b>	<b>(109,577)</b>	<b>(118,380)</b>	<b>(140,455)</b>	<b>(194,230)</b>	<b>(111,649)</b>

The charts below shows the Clearance Rate of cases. As you can see the clearance rate is still at an increased rate over previous years due mainly to the current staff working more efficiently and effectively to clear backlog case files. The department's expectation clearance rate is at 97%. The current rate as of 12/31/16 is 133%.



The chart on the left shows the number of new “criminal” cases per the calendar year that the City has taken on. Over the past 3 years, the City has seen an average increase in criminal cases of 5%.

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**BUDGET INFORMATIONAL MEETING – 02/16/17**

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**TO:** CITY COUNCIL & BUDGET COMMITTEE  
**FROM:** MATT BROWN  
**SUBJECT:** REVIEW OF REVENUES & EXPENSES  
**DATED** FEBRUARY 16, 2017  
**REPORT:**

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Greetings Council & Budget Committee,

At the last budget meeting for the 2016-17 FY, the Budget Committee tasked the Council and Staff members to review revenue and expense opportunities. The past few months, myself and other Department heads began the process of thinking about opportunities that we see throughout our City and also looking at other possibilities of what other cities are currently doing or looking at.

I have compiled this a list with opportunities to review in the upcoming fiscal year and discussion points that I believe staff should be made aware of when discussing options to look at or consider. Being new to the City (hired in June), it gives me a somewhat great opportunity to review many different aspects of the city which otherwise may be overlooked as I am known for asking many questions to ensure efficiency and transparency with government funds.

Some of the items listed may be controversial to specific employees and/or departments and current/future employees of the City, but I believe this is an opportunity to discuss everything in & outside of the box in the open and have discussions with current Budget Committee Members, Council Members, and staff as we look forward to building a bright future for the City of St. Helens. I and other department managers would be happy to discuss our opinions, if needed, with you all during this meeting.

Thank you,  
Matt Brown  
Finance Director



## **REVENUE & EXPENDITURE OPPORTUNITIES**

### **1. Review Current Fee Schedules in all Departments**

This would require every department to look at their current fee schedules and possibly increase fees/violations where it may be warranted to discourage violations in the future as well as increases to general fees in all departments. One way to look at a more aggressive fee schedule, is to raise fees/violations to help discourage any future wrongdoings within the community. Additional fees could increase to ensure that the City reviews its current policies to ensure that it is capturing all of the current “costs” associated with each fee.

### **2. Utility Bill Additional Fees**

Many cities have leaned recently towards these type of fees because of the “guaranteed” revenue it may bring into the City. Some cities, like Cornelius, have a \$9 General Service Fee on their Utility Monthly Bill for water service. This fee goes directly into the General Fund for all services within that Fund.

Other potential fees could include “Parks Maintenance”, “Public Safety” and “Street Maintenance”. These specific revenues would be for specific intended use that is designated by the Fee name and City Council discretion.

As a quick math example, the City of St. Helens has roughly 4,000 utility accounts. A \$5 General Service Fee would mean a General Fund revenue of \$240,000 per year.

### **3. Local Option Levy**

There are good and bad points to looking at a Local Option Levy for any City. On the good side, you have a new revenue source that is generally supported by the voting City to support what the Local Option Levy is specifically for. This could be an individual project/department like Parks or Police. It could also be more open to General City Service.

There are a few main points to be aware of on a Local Option Levy however. I will stick with the main headaches. The first is the trust/ability to get voter approval for increase their taxes. This is usually the biggest hurdle, but can be done with effective and efficient publicity and public outreach. Another headache that plagues a local option levy is the “ending”. If a local option levy is not renewed by the voters, it can lead to a major loss in revenue, programs, and services that it paid for during its “run”. For example, a local option levy for Police Services could potentially hire 5 new officers, but at the end of a 2-year levy, if it is not renewed, you will not have funding for those 5 new officers and must either find additional revenue somewhere else or you may be forced to let go of the 5 officers.

#### **4. Food Tax or other similar taxes (i.e. Soda Tax, Cell Phone Tax)**

Judging from past Budget Meeting notes, the idea of a food tax was brought up and discussed. I am unsure of where the talks ended up with the Budget Committee and Council, but this may warrant another discussion.

Most notably and discussed on this topic is the City of Ashland Oregon and their "Food & Beverage Tax". This tax was established back in 1990 and is one of the few voter approved sales tax in Oregon. A five percent tax is collected on all prepared food sold in Ashland. Once percent is used to purchase open space for parks and four percent is used to offset the costs associated with the building of a new wastewater treatment plant. It was renewed and extended by electors in 2009 and currently would expire on Dec 31, 2030.

For a Soda Tax, there is no municipality in Oregon yet to proceed with a Soda Tax. Most notably, Soda taxes can be found in Boulder CO, San Francisco CA, Oakland CA, Albany CA, Cook County in Illinois, as well as Berkeley CA and Philadelphia PA and they range in amount from 1.0 Cent per ounce up to 2.5 Cents per ounce.

A Cell Phone Tax is another possibility to look at but will require more due diligence and research to see if something like this is possible to institute.

Both of these taxes would need to be voter approved if the City wanted to move forward.

#### **5. Intergovernmental Services – Building Department & Others**

The exploration of combined services among close cities is nothing new to many. There was a wave of cities combining services during the recession to help reduce costs and share expenses. In the last several years, we have seen a lean towards taking back services and providing specific city services as revenue has begun to increase after the recession.

*Building Department:* The option has been explored to possibly take on Building Services for the City of Scappoose. Our building department currently does work for Columbia City. With the retirement of an employee in Scappoose, this could be a good opportunity to discuss sharing services with the City of Scappoose for the Building Department. If successful, it could mean an additional hire of .5-1.0 FTE Building position for the City of St. Helens to assist the building department in managing the additional workloads.

*Courts:* The option has been explored in the past of St. Helens Courts in relation to the services we currently offer the citizens of St. Helens. This could be reviewed for potential changes that may include taking on additional traffic court duties from Columbia City and Scappoose. Similar to the Building Department, the Court may need additional court days/FTE depending on the additional workload of the department and intake from outside agencies. On the flip side, you will see in the expenses portion, there could be potential savings in removing some services such as Criminal cases and doing only traffic for the City of St. Helens.

**6. General Fund – Court**

Currently the Courts Department processes both criminal and traffic, which is unique to the City of St. Helens compared to most municipalities who have criminal cases processed at the County level. One opportunity, if it warrants discussion, would be the reduction of the Courts department to move criminal cases to the County and have St. Helens just process traffic court.

Reducing this workload, may/may not mean a restructure process for Courts/UB/Admin shuffling FTE and Union Bumping Rights. Because this is my department, I have already done a pre-analysis of this possibility in the anticipation this topic would be discussed. I do not encourage a decision that would involve a loss in FTE for the City, but more of a restructuring process through Courts, Utility Billing, and Administrative staff to ensure that no employee loses a job in this restructuring process.

If the Budget Committee and Council decide to discuss this option, I am happy to share my ideas and options for the Court Department and restructuring proposal. If you are looking merely as the Court Department as a profit/loss standpoint, I would encourage and let myself and Judge Cindy Phillips first possibly approach other cities on the additional revenue opportunities to see if that is a plausible option at this time.

**7. Franchise Fee (5% to 7%)**

The City may look at increasing Franchise Fees that it mainly receives at 5% and increasing the franchise fee to 7%. It is unclear at this specific time whether a contract will allow a change mid-stream or if it needs to be negotiated at the time of expiration. Franchise Fees are essentially passed onto the Customer by the company and then received by the City.

**8. Building Department FTE**

In the 2016/17 Budget, there was a part-time FTE for a Building Inspector. Unless the needs arise with specific building projects and potential revenue that will help pay for the position, one opportunity looking into the 2017/18 fiscal year would be to limit the building department to the 1 building official/inspector we currently have until there is enough specific upcoming projects to warrant hiring another full or part-time inspector. If possible, St. Helens could explore working with Scappoose to have 2 officials/inspectors available to service both areas.



**9. Administrative Fee on Motel/Hotel Tax and possibly a change in direction**

The City currently collects a Motel/Hotel tax that funds the Visitor & Tourism Fund. This amounted to about \$126,000 budgeted for 2016/17. Currently 100% of these funds are used for Tourism through the City of St. Helens including specific events like Holloweentown. One opportunity would be to have an Administrative Service fee of something like 5-30% of this fee for Administrative use. The idea would be to have this administrative fee collected through the General Fund for general city use.

**10. Equipment & Storage throughout the City**

The City currently has many PW buildings and office space that is taken up by old equipment and materials as well as vehicles that are no longer in use. For the vehicles specifically, the City is likely still paying at least liability coverage, if not collision and liability on all vehicles, even ones not in current use.

This opportunity may not yield a large expense cut and also a small to none revenue opportunity, but it may be an opportunity for the City and PW departments to truly go through its current equipment to see what is really needed and what can be sold/taken off insurance. The major benefit of this process may be the additional storage space that the City is lacking, especially in Public Works. This would be a large endeavor though for the City as well as specifically Public Works and would likely take several months to do amongst the working schedules of current staff.

**11. Sick Leave Payout to VEBA (Future Employees)**

Current and incoming employees for the City of St. Helens receive a special benefit when you retire in that your sick leave accrual is paid out to your VEBA, allowing many current and future retirees to cash out the unused sick leave balance to help pay towards medical expenses in retirement.

As much as this is a great benefit for upcoming retirees, there is a large cost associated with this to the City. Most notable within the last 2 years, the City has seen paid out over \$100,000 in VEBA Benefits for City Employees.

One opportunity the City may choose to look at is to review this policy with two potential alternatives, but would also likely involve collective bargaining sessions with each group.

1) Eliminating the benefit all-together for all incoming employees for July 2018 and moving forward. I do not suggest removing this benefit for any current employees because this may be a benefit and deciding factor for many current employees to STAY with the City of St. Helens.

2) Cap the payout to 100 or 200 hours of sick leave. Many employees, like those listed above, who are close to retirement have a large bank of sick hours which helps increase the payout amount. Limiting the hours to 100 or 200 as an example for all future employees hired on or after 7/1/18 would help reduce the liability and expense to the City of St. Helens in the future. Most retirements throughout the year are not known in Feb-May of the budget season for the upcoming year, so these payout amounts are not usually budgeted.

## **12. Police Reimbursement of Expenses**

This idea would likely need to be negotiated with the Police Union. There is a lot of time and effort that goes into selecting an officer for employment as well as a cost associated with training the officer. There have been many cases in which an officer is fully trained and receives a stipend pay for Uniform allowance as well as other items an officer may have to purchase. This cost is lost in the event that an officer chooses to willingly leave the Police Department for other employment. As a cost recouping measure, one idea would be to create a contract of employment that could state that if an officer leaves within one or two years of employment that the officer would need to payback or have deducted from his final paycheck the uniform allowance and possible other expenditures if necessary that were associated with the officer.

On the other side of the coin, the City of St. Helens is finding it more and more difficult to hire officers compared to larger cities in the area like Portland that are offering incentives for those officers that get hired and stay with the City. This is usually in the form of an incentive pay schedule and hiring bonus. The topic is not necessarily a cost-cutting measure, but should be discussed with the information above as an option in trying to keep officers that we have and also encourage more officers to apply for open positions. The incentive schedule would likely help in the long-term strength of the department.

## **13. FTE & Restructure in Finance Department**

Currently, in the Finance Department there are 3 main “accountants”, which include the Finance Director, Accounting Assistant (Generally our AP person), Accounting Technician (Generally our Payroll person). One opportunity the City could review with our Payroll person retires in 2-5 years is that these two positions could be formed into 1 larger position, like an Assistant Finance Director OR Finance Manager like position that would encompass some structural and process changes throughout the department but could ultimately reduce the FTE, but would likely involve a higher salary potential for the position.

I do not recommend making this change abruptly and with current staff members because I believe, as the Finance Director, that we have a VERY good group of individuals working for us now and I would not anticipate this possible change until the retirement of the Accounting Technician, which could be anywhere from 2-5 years or possibly longer. A lot can happen throughout the City between now and then and I do not believe this option is a “right-now”

possibility, but this could be a possibility down the road unless the economics of the City change with development and needs.

In other departments like Utility Billing and Court, if there was a restructure of the Court Department in just doing traffic violations for the City of St. Helens, it is possible to consider a transition of combining department services and payment collection along with other collected services that are not associated with other direct services. For example, taking Business License payments but leaving the Building Department separate because of the attached additional service associated when you pay a building permit or SDC.

In the future as the departments begin to cross-train for customer service, it would be potential to consider lowering the number of FTEs available in the UB/Court Department, however I would caution in removing the FTE from the City as a whole and it would be my personal opinion to move that FTE over to another department that may be in need which is the Building Department and Administration Department's need for an additional FTE for similar duties such as an office manager and administrative assistant duties at the front counter of City Hall.

#### **14. Sidewalks and Development**

When sidewalks are absent and a property is proposed to be developed, staff needs to determine if they need to be built as part of the project or not. In cases where it is determined that it may not make sense for sidewalk installation, the city has required a Waiver of Remonstrance as typical procedure for decades.

In 1988 via Resolution 1046, the city adopted a policy to allow a Waiver of Remonstrance (WOR) in lieu of street improvements. This is a document that gets recorded on the deed that prevents a property owner from voting against the formation of a local improvement district (an area assessed for a capital project). A common past practice of many jurisdictions, the WORs don't seem to have accomplished much for St. Helens in the last 30 years.

Recently, staff discussed (with other staff) a fee in lieu of provision that would collect fees for sidewalks where it doesn't make sense to build them. There is already a provision in the Development Code that allows this that was added to the code when the Transportation Systems Plan was updated in 2011. The fees are required to be used for maintenance, repair or construction of sidewalks or pathways within the city.

Beginning immediately, staff intends to use this fee in lieu provision, as a preference over the old way of doing things, which will generate capital funds to improve non-motorized public passage in the city.



**15. Construction Excise Tax**

A % additional tax placed onto building permits for Commercial and industrial properties that could be used as a funding mechanism to help persuade people to rehabilitate “zombie” properties as well as possible dedication by City Council to be used for programs such as affordable housing and increased public/private partnerships throughout the City for development.

The City of Astoria is just starting this program which is a 1% excise fee on the building valuation. Last year the Legislature legalized the use of a construction excise tax, which is based on building-permit valuation. More research will need to be completed should the Council & Budget committee wish to move forward and explore this option. The city of Portland and Bend are also communities that already have this mechanism in place.



## CITY OF ST. HELENS PLANNING DEPARTMENT

# MEMORANDUM

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**TO:** City Council  
**FROM:** Jacob A. Graichen, AICP, City Planner  
**RE:** Public access easement for trail at 2520 Gable Road  
**DATE:** February 21, 2017

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The City's 2015 Parks and Trails Master Plan (Ordinance 3191) identifies trails (or potential ones) in the city. This helps up determine when to advance public passage when development occurs.

Recently, a building permit was applied for to build a home at 2520 Gable Road. This is also the location of trail #18, a local access trail between Gable Road and Sykes Road identified in the Parks and Trails Master Plan.

As part of the building permit approval, staff is requiring a 5' wide access easement along that property's east side. When the adjacent property to the west (2480 Gable Road) develops the same will be required along its west property line (shared with 2520 Gable Road), completing the 10' total width.

Simply utility easements usually don't require the Mayor's signature but in an easement like this one, where there are terms obligating both parties, it should be signed by both parties.

There is an insurance obligation of the city. I checked with our insurance agent who was not concerned. Someone from the city does need to let Hagan Hamilton Insurance Services know to add the property owner as an additional insured once we record the easement.

**Please authorize the Mayor's signature at the regular session.**

AFTER RECORDING RETURN TO:

City of St. Helens  
Attn: City Administrator, City Hall  
265 Strand Street  
St. Helens, OR 97051

UNTIL A CHANGE IS REQUESTED

SEND TAX STATEMENTS TO:

No Change

*This space provided for recorder's use.*

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## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** ("Agreement") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2017 ("Effective Date") by and between Terry W. Emmert ("Grantor") and the City of St. Helens, an Oregon municipal corporation ("Grantee").

### RECITALS

**A.** Grantor owns real property located in the City of St. Helens, Columbia County, Oregon, legally described as **Parcel 1, of Partition Plat No. 2006-30**.

**Deed reference number: 2016-9950**

**B.** Grantee desires to have an access easement for a bicycle and pedestrian trail, 5 feet in width, along the east side of the Grantor Property legally described and depicted on the attached and incorporated Exhibit A ("Easement Area") and Grantor agrees to grant this easement to Grantee.

**C.** The purpose of this Easement Agreement is to set forth the terms and conditions of the agreed upon easement.

**D.** Grantor agrees to grant and City agrees to accept the easement pursuant to the terms of this Agreement.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the performance of Grantor and Grantee, and of performance of the mutual covenants, agreements, conditions and stipulations contained herein, it is mutually agreed by and between the Parties as follows:

#### SECTION 1. DEFINITIONS.

**1.1 Easement Area.** "Easement Area" shall be that area described and depicted on the attached and incorporated **Exhibit A**.

**1.2 Party or Parties.** “Party” or “Parties” shall mean Grantor and Grantee, together with their successors and permitted assigns.

## **SECTION 2. EASEMENTS.**

### **2.1 Scope of Easement.**

**2.1.1** Grantor grants to Grantee an exclusive easement over the Easement Area, which includes the right, privilege, and authority to the Grantee to construct, build, patrol, operate, replace, and maintain thereon permanent pedestrian, and bicycle pathway or trail access, with all appurtenances incident thereto or necessary therewith for the use by Grantee and the public, including such renewals, repairs, replacements, and removals as may from time to time be required. It also includes incidental vehicle access for authorized service vehicles.

**2.1.2** Grantee may take all actions necessary to construct, maintain, and repair the trail or pathway located in the Easement Area, including, without limitation, installing the following related surface and subsurface utilities and improvements: (i) trail surfaces, foot bridges and associated trail structures, (ii) trail markers, signs, lights, benches, and other security enhancements, and (iii) any barriers, fences, and gates necessary to prevent motorized vehicular access. All such improvements constructed by Grantee shall be the property of Grantee.

**2.1.3** Grantee shall be responsible for obtaining all governmental permits for any construction in the Easement Area and Grantor shall cooperate in good faith with Grantee in obtaining any necessary construction and/or development permits. Grantee is solely responsible for all costs of repair and maintenance to and all improvements constructed in the Easement Area.

**2.2 Consideration.** The consideration for this easement is non-monetary, which is the whole thereof.

**SECTION 3. LIENS.** Grantee shall keep the Easement Area free from any and all liens arising out of any work performed, materials furnished to or obligations incurred in connection with this Agreement. If a lien is filed, Grantee shall, within thirty (30) days after the date of the imposition of any such lien, pay the lien claim in full, unless it desires to contest any such lien claim, in which case the Party shall, within such thirty (30)-day period and as a condition precedent to its right to so contest, record a bond executed by a corporation authorized to issue surety bonds in the State of Oregon to the effect that the principal on the bond shall pay the amount of the claim and all costs and attorney fees that are awarded against the land on account of the lien. The bond shall be in such amount as may be required by Oregon law (*see* ORS 87.076(1)) to release the lien from the affected Property.

**SECTION 4. INDEMNIFICATION.** The parties to this Agreement acknowledge that, to the extent so provided in ORS 105.672 to ORS 105.696, both Grantor and Grantee are immune from liability for injuries incurred on the property by members of the public who access the Easement Area under authority of this Easement. To the extent allowed by Oregon law, and specifically subject to the limitations of the Oregon Tort Claims Act, Grantee shall indemnify, defend, and hold harmless Grantor against all losses and litigation expenses resulting from property damage

and/or personal injuries or death that occur or are alleged to occur as a result of Grantee's use of the Easement Area or the installation or maintenance of the trail or any improvements constructed in the Easement Area, except to the extent caused by the negligent or wrongful acts or omissions of Grantor.

**SECTION 5. INSURANCE.** Grantee shall maintain at all times, at its expense, comprehensive public liability insurance and property damage liability insurance in respect of the Easement Area with Two Million and No/100 Dollars (\$2,000,000.00) minimum combined single limit coverage, or its equivalent.

**SECTION 6. MISCELLANEOUS.**

**6.1 Severability.** If any provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby. The remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included. It shall not be deemed that any such invalid provision affects the consideration for this Agreement and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

**6.2 Taxes.** Grantor shall pay when due all real property taxes, assessments, and other charges against the Easement Area. There shall be no right to contribution from Grantee for such items.

**6.3 Title.** Grantor represents and warrants that Grantor owns the entire fee simple interest in the Easement Area, and has the full power and lawful authority to enter into this Agreement. Grantor further represents and warrants that the Easement Area is not subject to any liens or encumbrances that would prevent Grantor from entering into this Agreement.

**6.4 Oregon Law.** This Agreement shall be construed in accordance with the laws of the State of Oregon. Venue shall be in Columbia County Circuit Court.

**6.5 Notices.** All notices, approvals, consents or requests given or made pursuant to this Agreement shall be (a) upon receipt by personal delivery when written acknowledgment of receipt thereof is given, (b) if given by United States mail, certified mail, return receipt requested, with postage prepaid, two (2) days after it is deposited in the mail, or (c) if given by a nationally recognized overnight carrier prepaid for next business day delivery. Notices shall be addressed as follows until a new address for notices shall be designated by notice in the manner provided in this paragraph to all other Parties:

**If to Grantor:** Terry W. Emmert  
11811 SE Hwy 212  
Clackamas, OR 97015

**If to Grantee:** City of St. Helens  
  
Attn: City Administrator  
City Hall



265 Strand Street  
St. Helens, OR 97051

**with a copy to:** Jordan Ramis PC  
Two Centerpointe Drive, 6th Floor  
Lake Oswego, OR 97035  
Fax: (503) 598-7373

**6.6 Headings.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

**6.7 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto in regard to the subject matter stated herein. The Parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered by the Parties hereto, or their successors or assigns.

**6.8 Duration.** Unless otherwise canceled or terminated, the easement and rights granted in this Agreement, and the obligations herein, shall continue in perpetuity.

**6.9 Recording.** The fully executed original of this Agreement will be duly recorded in the Deed Records of Columbia County.

**6.10 Termination.** In the event Grantee determines this Agreement will no longer serve a public purpose, Grantee may terminate this Easement Agreement by recording a Termination of Easement with the Columbia County Recorder.

**6.11 Legal Effect and Assignment.** This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. This Easement Agreement may be enforced by an action at law or in equity.

**6.12 Legal Action/Attorney Fees.** If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law.

**6.13 Nonwaiver.** Any failure to enforce any provision of this Agreement will not be deemed a waiver of the right to enforce that provision or any other provision of this Agreement.

**6.14 Severability.** If any provision of this Agreement is found to be void or unenforceable, it is the intent of the Parties that the rest of the Agreement will remain in full force and effect, to the greatest extent allowed by law.

**6.15 Modification.** This Agreement may not be modified unless signed by Grantor and Grantee and the modification is recorded.

**6.16 Runs with the Land.** This Easement Agreement and the rights and obligations contained herein will be perpetual and will run with the land.

**6.17 Time of the Essence.** Time is of the essence in performance of this Agreement.

**6.18 Representations & Authority.** The individual executing this Agreement on behalf of Grantor represents and warrants to Grantee that he/she has the full power and authority to do so on behalf of the Grantor, who is the legal owner of Grantor's Property and to bind said owner to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

GRANTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 2017 by  
\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

GRANTEE

CITY OF ST. HELENS, an Oregon municipal corporation

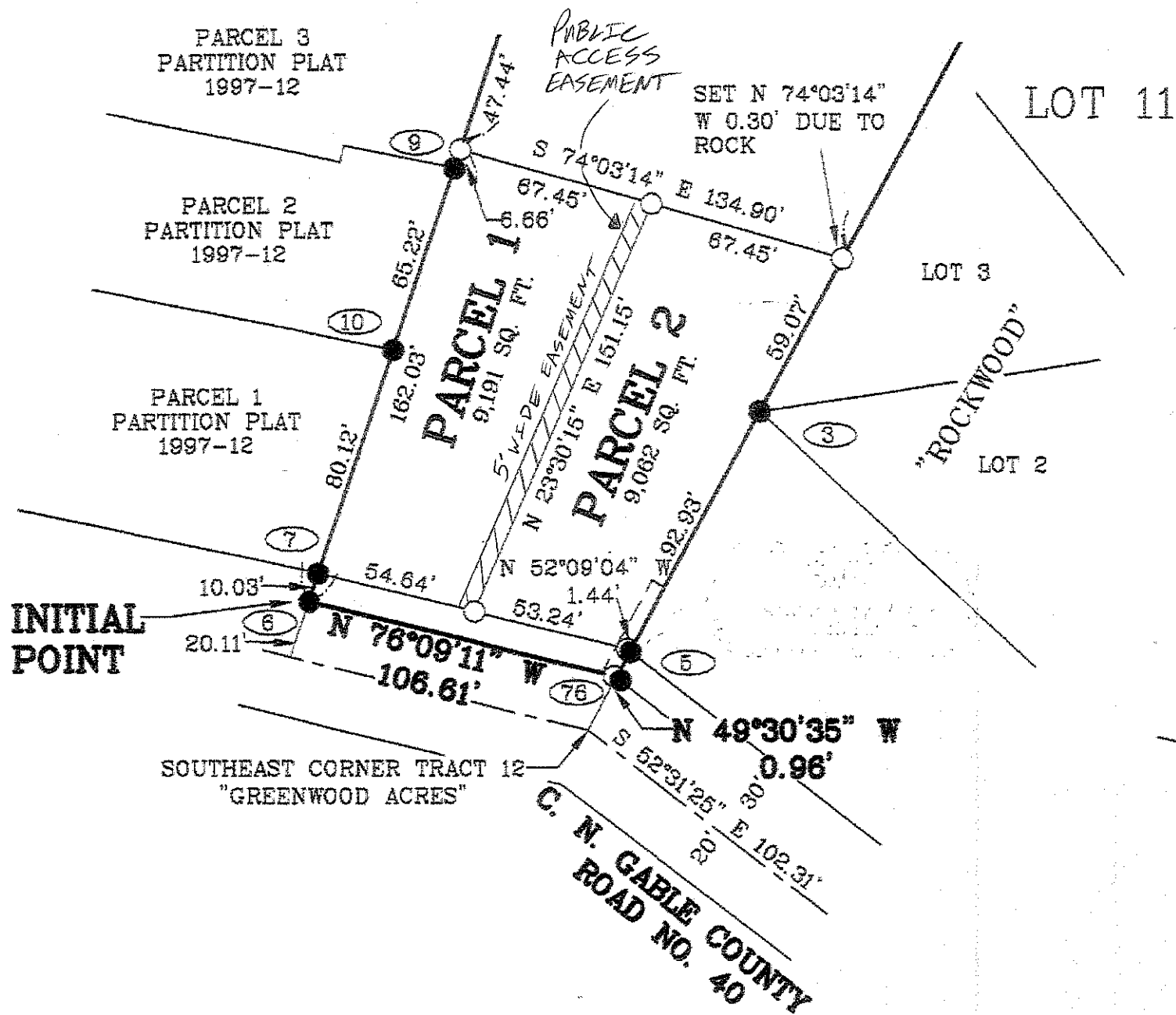
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

**[Acknowledgment Follows on Next Page]**

This instrument was acknowledged before me on \_\_\_\_\_, 2017, by  
\_\_\_\_\_ as \_\_\_\_\_ of the City of St. Helens, an Oregon  
municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_



AGREEMENT NO. [ ]

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
CITY OF PORTLAND AND CITY OF ST. HELENS**

**FOR USE OF THE  
PORTLAND POLICE BUREAU TRAINING COMPLEX**

Under the authority of ORS 190.010, this agreement (“Agreement”) is entered into between the City of Portland (“CITY”) and City of St. Helens (“AGENCY”) for AGENCY’S use of CITY’s Portland Police Bureau Training Complex (“FACILITY”). Together CITY and AGENCY may be referred to as “Parties” or individually as a “Party”.

**RECITALS**

FACILITY is located at 14912 Northeast Airport Way, Portland, OR 97230 and described in **Attachment A**. The FACILITY contains firing ranges, driving courses, scenario rooms, and classroom facilities. AGENCY desires to use portions of FACILITY to train its law enforcement officers.

**THE PARTIES AGREE**

A. Fees

Fees for use of portions of FACILITY shall be in accordance with the fee schedule set forth in **Attachment B** to this Agreement.

The Fee Schedule is subject to the terms of the labor agreement between CITY and the Portland Police Association, specifically that any FACILITY usage outside the regular business hours of 0700-1700 Monday – Thursday will be assessed an additional fee for staff supervision. This additional charge is subject to change and will be adjusted as necessary in **Attachment B**.

B. Use of Portions of FACILITY

Use of portions of FACILITY shall be subject to the terms and conditions set forth in **Attachment C**.

C. Payment

CITY will bill the AGENCY monthly for use of FACILITY to include room fees and materials. Payment of fees is due within thirty (30) days of receipt of the CITY’S invoice. Any payment not paid when due will be subject to a late payment charge equal to one and one-half percent (1.5%) per month on the unpaid fees.



#### D. Term of Agreement

This Agreement is effective upon the signature of both parties and shall be ongoing, provided that either Party may terminate the Agreement on thirty (30) days' written notice to the other. The Agreement shall automatically renew from year to year, unless either Party gives to the other Party notice in writing of its intent not to renew at least thirty (30) days prior to the end of the term. A renewal term shall be deemed to incorporate CITY's current schedule of fees for use of FACILITY and materials. The parties agree to review this Agreement every five years and confer.

#### E. Rules and Scheduling

The parties understand that this Agreement allows AGENCY to request certain dates or times of use, but CITY, in its sole discretion, will schedule AGENCY's dates and times of use by balancing the needs of the CITY, AGENCY, and other users as the CITY deems appropriate.

The CITY has adopted rules and regulations pertaining to use by AGENCY and other users of the FACILITY which the City may update from time to time. AGENCY agrees that upon written notice of such rules and regulations, they shall be deemed to be a part of this Agreement.

The policies and procedures shall include, without limitation, the days and hours of operation for the Facility.

CITY will prepare an annual schedule for use of the desired portions of Facility by the Parties ("Range Schedule"). The Range Schedule will cover July 1 through June 30 of the following year. FACILITY will post and update the Range Schedule on the RMS.

CITY will assign an employee to monitor compliance with, and to update and maintain, the Range Schedule on a day-to-day basis ("Scheduling Officer"). The Scheduling Officer may authorize days/ hours of use by each authorized AGENCY. The Scheduling Officer may remove/ delete days of use shown on the approved annual Range Schedule.

#### F. Range Use

AGENCY shall comply with the Range Use Rules in Attachment D when AGENCY uses the firing ranges located in FACILITY.

#### G. Scenario Training Room Rules

AGENCY shall comply with Scenario Training Room Rules in Attachment E when AGENCY uses the Scenario Village Training Room located in FACILITY. CITY may amend the Scenario Training Room Rules at CITY's sole discretion.

#### H. Driving Range Rules

AGENCY shall comply with Driving Range Rules in Attachment F when AGENCY uses the Driving Range located in FACILITY. CITY may amend the Driving Range Rules at CITY's sole discretion.

I. Indemnity

AGENCY shall compensate CITY for any loss or damage suffered by CITY arising from the negligence of the AGENCY, its agents, employees, program attendees, or instructors during use of the FACILITY. AGENCY agrees to defend, indemnify and hold harmless CITY and its officers, agents and employees from any liability or claims for damages or injury arising from the AGENCY's use of the FACILITY by the AGENCY, its agents, employees, program attendees, or instructors. AGENCY shall not be liable to CITY for claims which do not arise from the alleged negligence of the AGENCY, its agents, employees, program attendees, or instructors in connection with the AGENCY's use of the FACILITY. AGENCY's duties contained in this section survive the termination of this agreement.

J. Insurance

AGENCY shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below.

CITY reserves the right to require additional insurance coverage as required by law to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance

AGENCY, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, AGENCY, its contractors, and any employers working under this Agreement shall maintain coverage for all subject workers.

2. General Liability Insurance

AGENCY shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000.

3. Automobile Liability Insurance

AGENCY shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

4. Additional Insured

AGENCY's general liability insurance coverage shall name the City of Portland and its bureaus, divisions, officers, agents and employees as Additional Insureds, with respect to the AGENCY's or its contractors' activities to be performed or services to be provided.

5. Primary and Noncontributory Coverage

AGENCY's insurance coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

6. Continuous Coverage and Notice of Cancellation

AGENCY shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from AGENCY to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, AGENCY shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

7. Certificates of Insurance

AGENCY shall provide proof of insurance through acceptable certificates of insurance and additional insured endorsement terms to CITY at execution of the Agreement and prior to any commencement AGENCY's use of FACILITY. The certificates will specify all of the parties who are endorsed on the policy as additional insureds (or loss payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. AGENCY shall pay for all deductibles and premiums. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. AGENCY may provide CITY a certificate of self-insurance that certifies AGENCY has the types and amounts of insurance coverage required in this section K (Insurance). If AGENCY supplements its self-insured coverage with a commercial excess or umbrella policy to meet the limits of insurance required by this section K (Insurance), AGENCY shall provide proof of supplemental excess or umbrella coverage in the form of a certificate of insurance acceptable to CITY.

K. Repairs

AGENCY agrees to compensate CITY for repairs that are required due to damage caused by AGENCY, its agents, employees, program attendees, or instructors during use of the FACILITY to its grounds, facility, equipment or contents of the facility. AGENCY shall compensate the City within 30 days upon the request of CITY.

L. Notice

Notices mailed by first-class mail shall be deemed delivered three (3) days after the date of mailing. Place for notice may be changed by either Party by written notice to the other.

Any notice to AGENCY or CITY shall be sufficient if personally delivered, emailed, or mailed by first-class mail, addressed to:

**City of Portland:**

Training Division Captain  
Portland Police Bureau  
14912 NE Airport Way  
Portland, OR 97230

**Agency:**

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

and

Portland City Attorney's Office  
1221 SW 4th Avenue, Suite 430  
Portland, OR 97204

**M. Termination and Amendment**

This Agreement may be terminated by either Party upon thirty (30) days written notice to the other.

This Agreement and any amendments to it will not be effective until approved in writing by the parties' authorized representative.

**N. Entire Agreement**

This Agreement contains the entire agreement between the parties and supersedes prior memoranda and all prior documents relating to the subject matter of the agreement. All oral agreements and understandings of the parties have been integrated in this Agreement. This Agreement may only be amended by a writing executed by both parties in accordance with Section M of this Agreement.

**SIGNATURES:**

BY THEIR SIGNATURES BELOW, THE PARTIES TO THIS AGREEMENT AGREE TO THE TERMS, CONDITIONS, AND CONTENT EXPRESSED HEREIN.

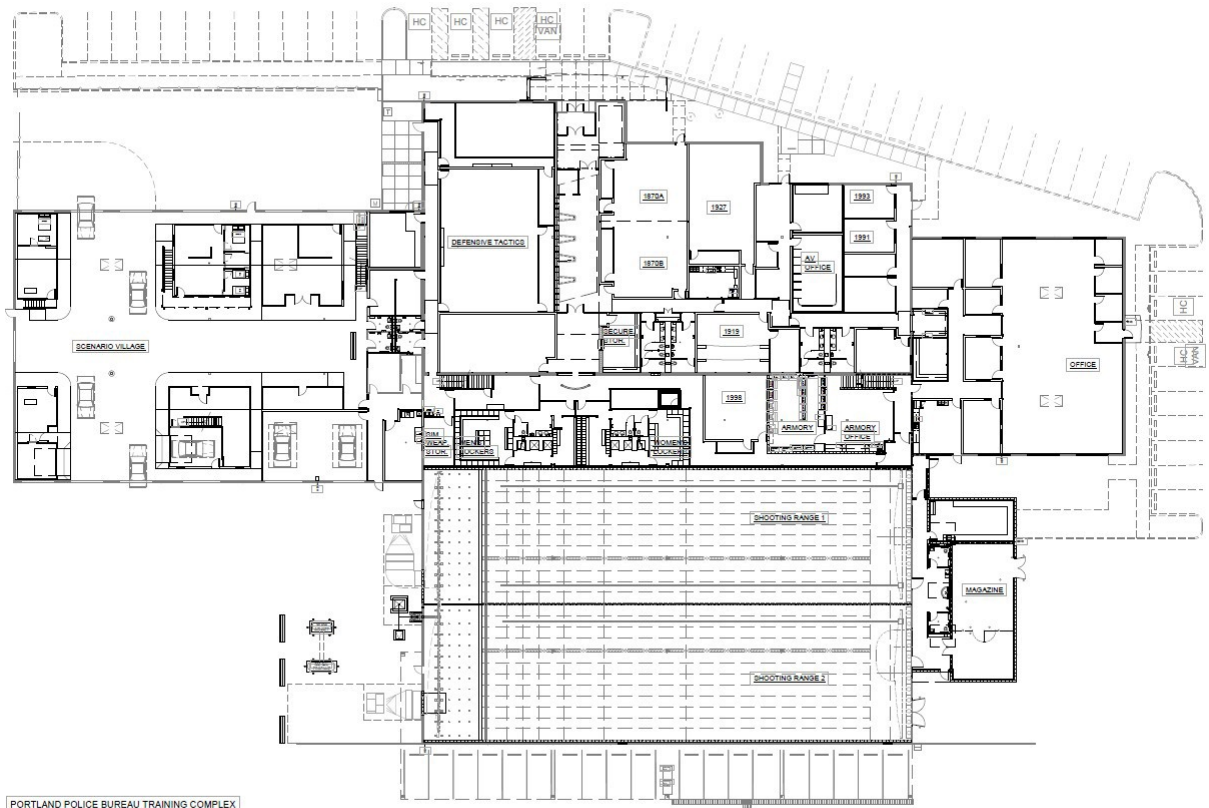
<b>CITY OF PORTLAND</b>	<b>AGENCY: CITY OF ST. HELENS</b>
<b>Police Training Division Captain</b>	<b>Rick Scholl, Mayor</b>
	<b>Attest:</b>
<b>Date</b>	
	<b>Kathy Payne, City Recorder</b>
<b>Approval as to Form</b>	
<b>Date</b>	

Attachments

- A. Map of Training Complex
- B. Fee Schedule
- C. Facility User Procedures and Responsibilities
- D. Facility Range Deck Safety Operation Protocols
- E. Scenario Village Rules
- F. Driving Range Rules
- G. Map of Training Complex, Including Second Floor



**ATTACHMENT A**  
**VERSION 1, 11/30/15**  
**MAP OF TRAINING COMPLEX**



**ATTACHMENT B**  
**VERSION 1, 11/30/15**  
**FEE SCHEDULE**

<b>Types of Services</b>	<b>Fee Structure</b>	<b>Per person fee, hourly or flat</b>
Shooting Range	Flat fee per hour	60.00 per hour (no ammo) Agency must provide their own targets
Classroom Rentals – small	Flat fee per hour	35.00 per hour
Classroom Rentals – large	Flat fee per hour	70.00 per hour
Driving Course, own vehicle	Per hour	60.00 per hour
Driving Course, PIT maneuvers	Per person, per hour or period of time	75.00 per hour, Agency must provide their own vehicles and PVO Instructor
Mat Room, large	Flat fee per hour	100.00 per hour
Mat Room, small	Flat fee per hour	60.00 per hour
Scenario Village	Flat fee per hour or period of time	60.00 per hour
IT Support	TBD	
Video Production work – training no edits	Per minute of video, unedited	
Video Production work – training video edits	Per edited minute of video	100.00 per hour of edited video
Add on – Kitchen rental	Per hour, based on time of room rental	25.00 per hour
Add on – Room cleaning	Per event	50.00 per event
Blue Handle Glock (Blank)	\$10.00- full day kit*	\$5.00-half day kit*
Blue Handle Paint (Paint)	\$10.00- full day kit*	\$5.00-half day kit*
Man Marker Paint Rounds	Box of 50	\$26.00
UTM Battlefield Blanks	Box of 50	\$26.00
After hours supervision**	Flat fee per hour	\$59.45 per hour/per officer**

\*Simunition Kits include: Blue Handle Glockes, each w/3 magazines blanks and/or markers; ASPs; Inert Pepper Spray; Safety Glasses; Red Handle Tasers; Blue training Tourniquets

\*\*Per the Portland Police Association contract, the Overtime rate for officers is based on a 4 hour minimum

**ATTACHMENT C**  
**VERSION 1, 11/30/15**  
**FACILITY USER PROCEDURES AND RESPONSIBILITIES**

**PURPOSE:**

These rules identify specific areas within the FACILITY and define the procedures for entering and training in the secure portions of the FACILITY. The complex has multiple layers of security to prevent unauthorized access into the Safe Training Area (STA), ranges, armory, Training office space as well as locker rooms and gymnasium (weight room).

The CITY's goal is to provide a safe training environment for CITY's and AGENCY's staff and students. Strict safety procedures have been implemented to reduce the likelihood of a live-fire capable weapon being introduced into the training environment where replica weapons will be used in scenario based training. Safety procedures and protocols must be adhered.

The CITY has implemented a color-coded vest and wrist-band system to ensure all persons entering the Safe Training Area have been properly checked and cleared of weapons. The color-coded vests identify a persons' purpose inside the Safe Training Area, such as an instructor, observer or other personnel.

**DEFINITIONS**

***Live Weapon Storage Room (LWSR):*** This is a key-pad-secured room inside and to the left of the Selectron-controlled double glass doors that lead to the hallway to the ranges. This room is used to temporarily store student weapons and other prohibited items while students attend training in the Safe Training Area. Armed visitors will also secure their weapons in the LWSR prior to entering the Safe Training Area. This room is currently labeled "Equipment Lockers." (See section on Prohibited Items)

***Safety Check Room:*** This is a key-pad-secured room check-in room where persons entering the Safe Training Area will proceed through a final safety screening for weapons and ammunition conducted either by CITY staff or satellite instructors or both. The floor and wall has a red declaration line to deter entry by anyone who has not been through the safety check procedure.

***Safety Portal:*** The *Selectron-controlled* pedestrian access door by which all members and visitors will enter the STA. This is also the location where all members will exit the STA. This is beyond the red line but prior to the actual safe training areas.

***Vehicle Portal:*** The locked gate on the NW corner of the property where all vehicles needing to enter the Safe Training Area will enter.

***Safe Training Area (STA):*** This area encompasses both interior and exterior training space to include but not limited to:

1. The entire paved surface from the locked entrance gate on the NW side of the property, around the back (south) to the temporary bike-rack fencing on the east side of the property,
2. All Defensive Tactics Rooms, including the Striking Bag Room, mat rooms, the two restrooms and hallway adjacent to these rooms,
3. The Scenario Village briefing room accessible via the Defensive Tactics hallway or from Scenario Village's interior, all of the enclosed spaces of Scenario Village to include the observation deck / platform and the two restrooms below the observation deck,
4. The hallways and storage areas leading to the PVO garage and driving area,
5. The stairwells leading upstairs via the main floor from the Defensive Tactics hallway entrance or from scenario village as well as the upstairs storage areas west of the key-pad door.

***Prohibited Items:*** Any deadly or dangerous weapon as defined in the ORS, specifically firearms, knives, utility tools with a blade, pepper-spray, ammunition and ammunition carriers (magazines), ECW, baton and any other weapon capable of firing a live cartridge to include all 37 & 40mm less-lethal weapons / gas guns.

1. AR-15 Exception: AR-15 / M4 / M16 weapons equipped with just a blue colored Ultimate Training Munitions (UTM) bolt and blue magazines are allowed as they are incapable of firing a live round of ammunition. Weapons of these types must enter the STA through the Safety Portal. An AR-15 and its variants equipped with a blue colored UTM or Simunition bolt showing through the ejection port will be the indicator that the rifle / carbine is safe.
2. SERT Sniper Rifle Exception: A Training Division controlled Remington model 700 .308 bolt action rifle that has been specifically modified by a gunsmith. The modified rifle(s) will be over-bored (minimum .40 caliber), not rifled, and blocked at the muzzle by a "dead end" muzzle brake. The rifle is still capable of firing a live round of ammunition. The specific modifications will reduce the rifle's ability to generate normal rifle pressures and it will not stabilize or impart spin to a bullet, reducing velocity and penetration potential by the bullet. The dead-end muzzle brake allows a blank cartridges' gas to escape but prohibits an unintentionally fired bullet to leave the bore if a normal .308 round was chambered and fired. These rifles will be stored in the secured storage area inside the STA.

3. 37mm/40mm launchers: If specific 37mm/40mm “Training Rounds” are used, these launchers can be brought into the STA, however if no specific training round is available or will be utilized, then these launchers will not enter the STA.

### ***Colored Vest Identification System***

1. BLUE Vest: A blue vest signifies that the wearer is an instructor and has been safety checked by another Training Division sworn member or instructor and has been deemed to be clear and safe. Instructors will wear a blue vest while conducting training in the STA. DT Instructors, once inside the DT room, can remove the Blue vest however; *all DT instructors will also wear the designated colored wrist band during any DT training.* Any instructor movement outside of the DT rooms requires the instructor to wear the Blue vest.
2. ORANGE Vest: The orange vest signifies the wearer has self-checked into the STA temporarily. A person wearing an orange vest has self-checked and has no weapons or other prohibited items on their person. Orange vests will be used by contractors, inspectors or other persons who are *not* going to observe training or conduct training, but have a reason for being inside the STA. This will be worn by staff members and instructors if entering the STA alone or with others for purposes other than to conduct or observe training. The wearer of an Orange vest will not participate in training, stop to observe training and will not interfere with training unless there are extenuating circumstances that require contact with a student or instructor.
3. GREEN Vest: The green vest will be worn by any person whose sole purpose is to observe or monitor actual training. The green vest signifies that a sworn Training Division member or appropriate satellite instructor has conducted a safety check on the wearer.
4. RED Vest: Armed Security Officer

## **PROCEDURES**

### ***Student Entry for Range Training:***

It is assumed that most students coming to the Training Complex for firearms training will arrive armed. There are no restrictions for accessing the range once the student has been granted access through the double glass doors separating the common lobby from the training entry area.

### ***Student Entry into the Safe Training Area:***

*The key-pad code will not be shared outside the Training Division, and will not be given to satellite instructors.* Students who train in the Safe Training Area (STA) will be directed three (3) at a time into the Live Weapon Storage Room (LWSR) by a Training Division instructor or appropriate satellite instructor.

On the direction of an instructor, students will obtain a plastic bin and place it on the shelf on the south wall. On the direction of the instructor, students (three maximum) will:

1. Leave their weapon in the holster, remove the magazine from the primary weapon and place it on the shelf.
2. Remove the weapon from the holster, pointing it towards the ballistic back-stop.
3. Rack the slide to the rear to eject the chambered round and let it fall to the ground, locking the slide to the rear.
4. After visually verifying the individual's weapon is unloaded, the instructor will insert a "chamber flag" into the weapon and instruct the student to lower the slide on the chamber flag.
5. Place the weapon in the bin.
6. Pick up the loose round, place it in the bin.
7. Remove all magazines, placing them in the bin.
8. Remove pepper spray, baton, knife and any other prohibited items from the uniform and place them in the bin.
9. Remove the ECW (Taser) ensuring the safety is on. Remove the cartridge, placing both in the bin.
10. Return the full bin to the shelf on the east wall, retrieving the appropriate identification card for later retrieval of all items.
  - a. Back-up / secondary handguns will be unloaded at the discretion of the instructor in the same manner, using the ballistic wall as a back-stop. (If the backup gun is in a holster that is removable from the wearer, the gun in the holster can be placed inside the bin together.)
  - b. The instructor will direct the students to the waiting area outside the LWSR door, or direct them to the Safety Check Room if an instructor is there waiting. The instructor at the LWSR will continue off-loading prohibited items from the students three at a time until there are no other students to check. The instructor will close and secure the LWSR door at the completion of the student check in. This door will remain closed and locked when not occupied by an instructor.
  - c. Students moving into the Safety Check Room will first obtain a bin and be instructed to remove all items from their pouches and pockets and place them into their bin. When finished, they will present themselves and bin at the door to the Safety Check Room. The instructors will allow entry to conduct a search of the bin's contents to ensure it contains no prohibited items. An instructor will search each student(s) to ensure there are no prohibited items remaining on the student. Instructors should ask the student if they carry a back-up weapon, and if so, where is it carried. That area should then be specifically checked.
  - d. If two instructors are conducting the search / check-in procedure, a third sworn Training Division staff member or a satellite instructor will be present to ***observe and verify the check-in procedure. If only one instructor is conducting the search of the bins and persons, a second instructor will observe and witness the search.***

- e. Once the student and bin have been searched, the bin and student can pass over the red line and the student can reclaim their items.

***Colored Wrist Bands:***

A color-code system of wrist bands will be utilized to identify that the wearer has been safety checked (searched) and cleared to enter the STA. A prominently displayed designated “color marker” or placard for the current training session will be inside the Safety Check Room for all who enter to see, and *it will dictate the color of the wrist bands for that session.* A Lead Instructor for that pending training session will determine the appropriate color marker and wrist band to be worn during the first training session of the day. ***The colored wrist band should be worn on students’ strong, weapon-side wrist.***

1. Simultaneous training classes will use the same colored wrist band.
2. ***All students and role players will wear the appropriate colored wrist band as well as all DT instructors.***
3. The storage closet inside the Safety Check Room is where all colored wrist bands and Blue instructor and Green observer vests will be stored. None of these should be left unattended.
4. At the conclusion of training, students and staff will exit the STA via the Safety Portal and Safety Check Room and remove their now-expired wrist bands, throwing them away.
5. The color designation will change at the conclusion of the training session and a sergeant or the lead for the next session will determine the second color for the later training and will be responsible for changing the color designated marker in the Safety Check Room.

***Any break in training that allows a student or class to leave the STA will require a new check in process to include the pat down search.*** Students should not be permitted to leave the STA while on break, only during the period between the end of training and the beginning of new training such as at lunch.

All Training Division staff members and guest satellite instructors will enforce this SOP and contact anyone inside the STA who is not wearing an appropriate colored vest and appropriate colored wrist band.



Instructor must know how many students are in their class, where they are at all times, and to keep all students in the STA until class is over. Any breaks should be taken inside the STA. Anyone who leaves will not be allowed re-entry to complete a training session until properly checked in by an instructor.

***Instructor Entry into the Safe Training Area (STA):***

If an instructor needs to prepare or safety sweep an area inside the STA to use vehicles for a training class, and has no one to go with them, the instructor may self-check in through the Safety Portal and wear an *Orange vest* while prepping their area of responsibility. By stepping across the red line, the instructor certifies that the instructor has no prohibited items. Upon completion of preparation or safety sweep, the instructor will exit via the Safety Portal. When the instructor's class is scheduled to start, the instructor will check-in with another instructor and wear the appropriate Blue vest and colored wrist band of the session.

***Role Players:***

Role players will be checked in as though they were students and be issued the colored wrist band for that session. Because they are a role players, they will not be required to wear a vest (unless prepping and have self-checked in, then an Orange vest would be appropriate).

***Vehicle Entry into the STA for Scenario or PVO Purposes:***

All vehicles entering and exiting the STA will do so via the locked gate on the NW corner of the property. The driver and or occupants of a vehicle requesting entry into the STA can drive through the first gate and stop prior to the second gate.

The driver and occupants who want to enter the STA are required to leave the vehicle behind at this point and enter the Training Division Complex on foot via the main door to gain access into the STA through the normal check-in procedures (Safety Portal).

Upon entering the first gate, but prior to crossing the second gate, the vehicle will remain between the first and second gates until it is safety checked and cleared by an instructor or other sworn member *who has been safety checked through the Safety Portal*.

Prohibited items from vehicles may be temporarily stored in a Conex Storage Container located between the two gates. Once the vehicle has been inspected for prohibited items, a driver who has been safety checked through the safety Portal may drive the vehicle through the second gate. (Refer to vest and wrist band requirements.) A magnetic or other non-permanent color-coded identification marker will be placed on safety checked vehicles upon entry into the STA, which indicate that the vehicle has been properly checked.

**ADDITIONAL INSTRUCTOR DUTIES**

Instructors will sweep their area of training prior to every class they teach. This includes sweeping the restrooms in their area of responsibility for contraband and prohibited items. After training duties may include clean-up, turning off lights and setting the alarm (last one out) of the STA.

If used in a training session, PVO vehicles must be physically searched for prohibited items prior to being used by the instructors controlling vehicle access and marked with the appropriate method indicating the vehicle has been properly checked.

### **TRAINING IN PROGRESS SIGNS**

The FACILITY contains numerous signs with red-on-yellow lettering that read, “*Training in Progress.*” They are printed on one side and blank on the opposing side. Immediately prior to training, the Lead Instructors will ensure all interior and exterior *Training in Progress* signs face outwards and are visible to all who enter the STA. At the conclusion of training (last class), the Lead Instructors will return all signs to the blank side. See **ATTACHMENT G**.

### **WEAPONS PROHIBITED and NO EXCEPTIONS SIGNS**

Posted on the barrier fencing (temporary bike-rack fence) on the east and west side of the complex are white signs (2ft x 3ft) with red lettering indicating “no firearms, no ammunition no exceptions.” These signs are posted at the entrance to the Safety Check Room and upstairs in the storage area that has an access door to the STA. These signs should always remain posted.

### **RED RIBBON BARRIER**

Inside the STA pedestrian intersection are several theater-style retractable red-nylon barriers. *Leaving the red barrier line closed signifies no activity in that area.* It also serves as a barrier to keep students from wandering into areas not being utilized.

Separate barriers control access to the three primary training areas: Scenario Village, DT rooms and the PVO area. An open barrier at that intersection indicates potential activity and serves as a visual indication of where training might be taking place in the STA. If activity is taking place (training or other) in an area, the red barrier line should be open, indicating activity in that area. After the activity has ceased and all persons are clear, the red barrier line should be closed to indicate that there is no activity in that area.

The red barrier at the foot of the stairs by the DT hallway should always remain closed because this is a storage area only, and it will serve as a barrier to keep students from wandering around.

**ATTACHMENT D**  
**VERSION 1, 11/30/15**  
**FACILITY RANGE DECK SAFETY OPERATION PROTOCOLS**

**Rules:**

1. CITY's Executive Range Training Officer (ERTO) shall have final approval and authority over all range use and course-of-fire protocol.
2. AGENCY's authorized Range Master or Training Officer must be present at all times during AGENCY's use of the FACILITY firing range, if the AGENCY has not otherwise made arrangements to have a CITY Range Training Officer present.
3. AGENCY's Range Master or Training Officer must be firearms-instructor certified from an accredited firearm training school or government firearm instructor training entity similar to the following:
  - a. Federal Bureau of Investigation Firearm Instructor School
  - b. National Rifle Association
  - c. Oregon Department of Public Safety Standards and Training
4. AGENCY will have discretion regarding the use of the style of paper targets. AGENCY may purchase targets from the FACILITY.
5. CITY will make available the rental of other targeting systems that are currently available at the FACILITY for prices set forth by the CITY. No other targeting system may be used without prior written consent of CITY.
6. All Federal, state, and local firearm laws must be obeyed.
7. Firearms not on the firing line must be unloaded with their action open and the magazine removed, or unloaded and cased. Guns/magazines may only be handled on the range.
8. ERTTO has the right to inspect any firearms or ammunition at any time.
9. Food, beverages and smoking are prohibited on the range.
10. All calibers of pistols may be fired.
11. Rifles up to and including .223 caliber may be fired.

12. Shotgun slugs may be fired.
13. Tracer, incendiary, armor piercing, and steel core ammunition are **strictly** prohibited.
14. Commands issued by ERTTO and other Range Personnel must be immediately obeyed without question.
15. If the command "CEASE FIRE" is given: stop shooting immediately, remove your finger from the trigger, remove magazine, clear firearm, place the firearm on the ground with open chamber. Step back from the shooting booth and wait for further instructions from the ERTTO.
16. No one other than Range personnel may go forward of the firing line unless authorized or instructed to do so by the ERTTO.
17. When the line is declared "CLEAR," all firearms must be safely grounded (action open and magazine removed), and all shooters must step away from the firing line. Absolutely no firearm handling, unloaded or otherwise, will occur while the line is "CLEAR."
18. Shooters may only use Range approved targets.
19. Cross firing of targets is prohibited.
20. All firing must be aimed fire.

**ATTACHMENT E**  
**VERSION 1, 11/30/15**  
**SCENARIO VILLAGE RULES**

AGENCY may use the Scenario Training Room solely for Scenario based training.

Scenario based training requires officer participation in realistic scenarios. The officers need to be equipped with provided safe training equipment or provided with Training Division approved safe training equipment. The Training Division has equipment available for up to 24 officers. See Appendix B for FEE Schedule.

The following equipment may not be used in Scenario Village:

***Prohibited Items:*** Any deadly or dangerous weapon as defined in the ORS, specifically firearms, knives, utility tools with a blade, pepper-spray, ammunition and ammunition carriers (magazines), ECW, baton and any other weapon capable of firing a live cartridge to include all 37 & 40mm less-lethal weapons / gas guns.

Rules:

1. CITY must approve all training scenarios prior to training commencement.
2. AGENCY will oversee and supervise all training activities.
3. AGENCY shall keep the area clean and remove all equipment after each training session.
4. AGENCY shall not interfere with the use of other portions of the FACILITY, unless they have also been scheduled in those areas.
5. AGENCY shall use the range solely for permitted use based on approved lesson plans.
6. FACILITY must be notified on any property damages incurred during the training. FACILITY Personnel on site will assess all damages.

**ATTACHMENT F**  
**VERSION 1, 11/30/15**  
**DRIVING RANGE RULES**

AGENCY may use the Driving Range solely for the following purposes:

1. To prepare for specialized emergency vehicle training including, but not limited to, collision avoidance, skid control, pursuit driving and intervention techniques.

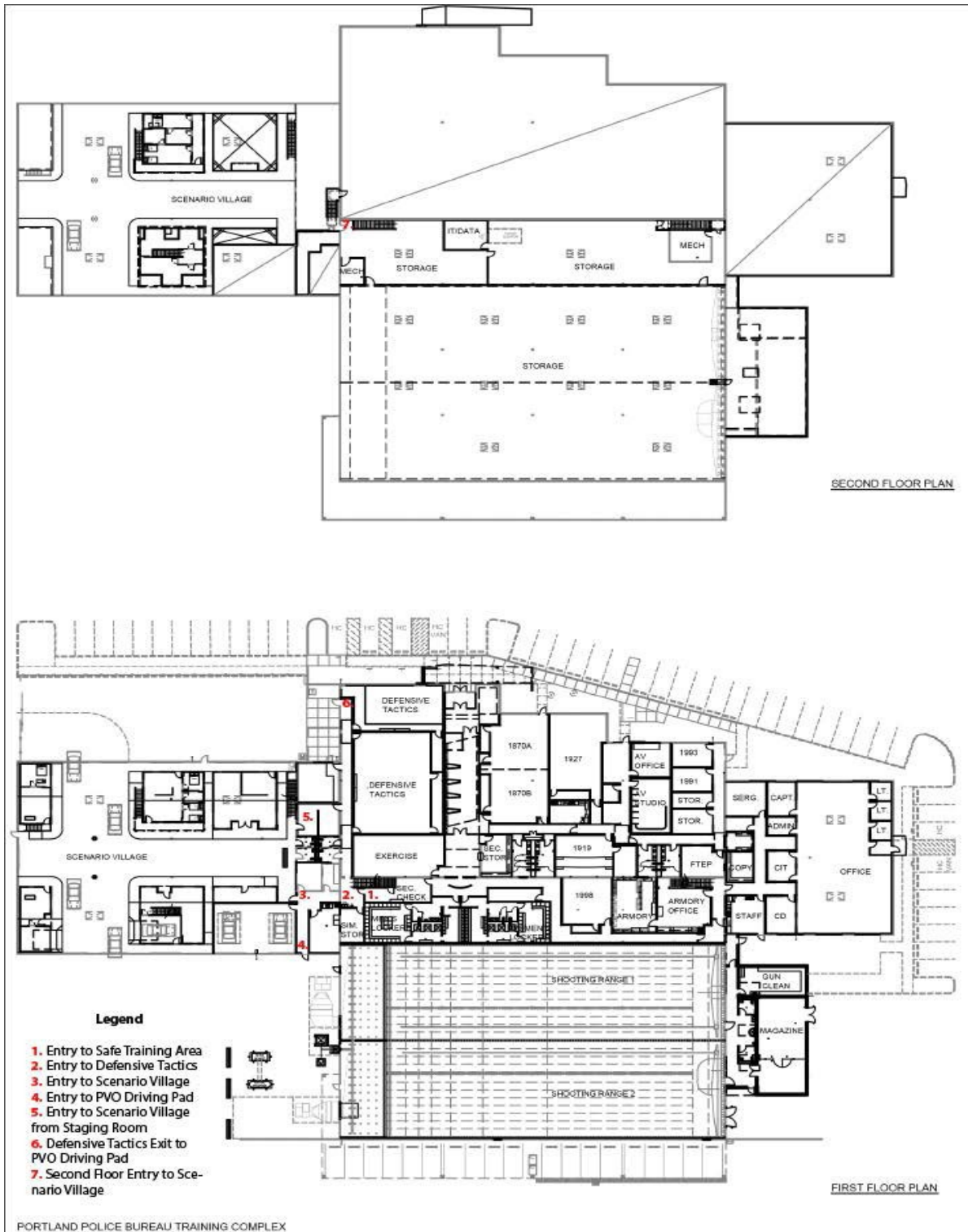
Only the following equipment may be used on the driving range:

1. Traffic cones
2. Barrels, chalk, traffic signs, candlesticks, PR Board, etc.

Rules:

1. Training exercises shall be performed at driving speeds of thirty-five (35) miles per hour or less.
2. No washing, repair, maintenance, or modifications of vehicles or other equipment is permitted.
3. AGENCY will oversee and supervise all training activities.
4. AGENCY shall keep the area clean and remove all equipment after each training session.
5. AGENCY shall not interfere with the use of other portions of the FACILITY, unless they have also been scheduled in those areas.
6. AGENCY shall use the range solely for permitted use.
7. FACILITY must be notified on any property damages incurred during the training. FACILITY Personnel on site will assess all damages.

**ATTACHMENT G**  
**VERSION 1, 11/30/15**  
**LOCATION OF TRAINING IN PROGRESS SIGNS**





## Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: March 1, 2017

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*Planning Division 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:** 2.21.2017

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**

Conducted a pre-application meeting for a potential development at 1645 Railroad Avenue.

Progress continues on the TGM grant for the Riverfront Connector plan (preliminary efforts). Initial consultant selection is complete. The next step is consultant negotiations this month.

Finished final first-draft-for-public-input amendments that largely pertaining to the Riverfront District and the Waterfront Framework Plan for the veneer property. Submitted notice to DLCD as required by state law. Public hearing before the Planning Commission and City Council will occur in the next two months.

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

Conducted a pre-application meeting for the St. Helens Middle School replacement.

Spent some time dealing with a project at 2180 Gable Road. This is in not in city limits but is within the St. Helens Urban Growth Boundary. Owners have been grading for a couple months or so. They have submitted a pre-application meeting with the County, but the County is waiting for a wetland delineation to be completed before that happens. Owners started to install a fence this month. I discussed this issue with the owners and county staff. Bottom line is that because Gable Road at this location is a Minor Arterial, vehicular access is of great importance to the City and how the fence is installed along Gable will have a direct influence on that. Thus, the fence should not be built until after the applicant has applied for a land use permit (there are no established uses for the property currently) through the county and the fence and access details can be worked out. Basically, the effort this month has been to prevent things from happening prematurely, which may or may not be the result of multi-jurisdictional communication issues.

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

February 14, 2017 meeting (outcome): The Commission reviewed a Comprehensive Plan Map and Zoning Map amendment at 2560 and 2554 Columbia Boulevard; they made a recommendation of approval to the Council.

The Commission also had a good discussion in regards to temporary use permit medical hardship code amendments to allow RVs to be used as a temporary dwelling.

March 14, 2017 meeting (upcoming): Two public hearings are scheduled. One is for an attached single-family dwelling subdivision preliminary plat application on the 200 block of N. 15<sup>th</sup>

Street. The other are the various amendments related to the City's Waterfront Development Framework Plan.

### **HISTORIC PRESERVATION**

The updated survey of St. Helens' downtown historic district is completed. This is discussed in last month's report in previous reports since 2014. The State Historic Preservation Office offered to do this back in 2014. Now we just need time to review...

### **MAIN STREET PROGRAM**

Attended the monthly January SHEDCO board meeting at Sunshine Pizza.

**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:** Tuesday, February 21, 2017 8:47 AM  
**To:** Jacob Graichen  
**Subject:** February Planning Department Report

Jacob, here are my additions for the January Planning Department Report.

### GRANTS

1. McCormick Picnic Shelter Grant (16k grant, 30k project) – Kept up on project reporting/tracking
2. Travel Oregon Grant –Branding & Wayfinding Master Plan work with Alta Planning + Design, Inc. – Finalized contract. 2/8 Kickoff meeting with public works, stakeholders, and public. Site tour with consultants. Provided consultants with GIS data. Began planning for Design Concepts Open House – April 4.
3. Submitted proposal to OPRD's Veterans War Memorials Grant Program (Deadline: Feb 17) for McCormick Park memorial expansion to include recent conflicts (\$46,767 request). Worked with VFW, project engineer, staff, and Parks Commission.
4. TGM 2017 – Consultant negotiations. Attended phone conference to answer project scoping questions with consultant.
5. Researched Oregon Mainstreet Revitalization Grant Program (Deadline: March 17) – Compiled mailing addresses for property owners along the Mainstreet boundary (excluding residential). Reviewed and mailed solicitation letter and application for potential recipients.
6. Attended PSU MURP student meeting on February 20 at PSU. Met the professors and listened to students present our project to their class.

### URBAN RENEWAL

7. Weekly check-ins. Reviewed materials and attended and AC meeting #2 (Feb. 8) Media invited to AC meeting #2. Reviewed and printed materials, prepared for (event space, refreshments) and attended the Open House (Feb. 21). Sent recap email for Meeting #2 which included a draft projects list and notes. Attended KOHI City Talk and Columbia County Year of Wellness/Columbia Health Coalition (Feb. 16) to promote Open House. Updated website with all new materials.

### MISC

8. Arts & Cultural Commission Meeting (Feb. 28) – Salmon Tree Cycle Project fundraising update
9. Parks Commission (Feb. 13) - Discussion about 5-year Parks CIP. Recommended three fairly low-cost high priority improvements. Compiled list and sent to Finance Dept.
10. CAT Affordable Housing Study – Attended working group meeting (Feb. 9) – Recommended housing types for future study
11. EPA AWP – Final Q3 and Q4 Report Preparation
12. Reviewed U.S. Census Bureau Info regarding the Local Update of Census Addresses (LUCA) prior to the 2020 Census. Confirmed contact information for upcoming July 2017 invitation.
13. Attended RFQ/RFP kickoff meeting at EconW to discuss Waterfront Redevelopment RFQ timing and scope (Feb. 17).

### Jenny Dimsho

Assistant Planner  
City of St. Helens  
(503) 366-8207  
[jdimsho@ci.st-helens.or.us](mailto:jdimsho@ci.st-helens.or.us)

# BUSINESS LICENSE REPORT

City Department Approval: February 6, 2017

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

Signature: [Signature]  
Date: 2/16/17

## RESIDENT BUSINESS – RENEWAL 2017

<input type="checkbox"/>	Alicia Evans	Massage Therapy
<input type="checkbox"/>	Angela Hileman	Selling Handmade & Secondhand Items
<input type="checkbox"/>	Artifacts: A Tinker's Marketplace	Resale Marketplace
<input type="checkbox"/>	*Ashley's Jewels of Steel	Selling Jewelry
<input type="checkbox"/>	BAM Enterprises dba Subway	Fast Food Restaurant
<input type="checkbox"/>	Badger's Bargains	Resale/Secondhand
<input type="checkbox"/>	Blackbird Catering	Catering
<input type="checkbox"/>	Boardwalk Coffee Company LLC	Coffee Drive Thru
<input type="checkbox"/>	Bon Elle	Sale of Used Items
<input type="checkbox"/>	Brackin CPA PC	Accounting/CPA
<input type="checkbox"/>	*Carol Winn	Internet Buy/Sell, Sell Artwork Locally
<input type="checkbox"/>	Chris Products Inc.	Office for Wholesale Distributor
<input type="checkbox"/>	Columbia Audio Spec. Inc.	Sales & Service of AV Equipment
<input type="checkbox"/>	Columbia Funeral Home	Funeral Home
<input type="checkbox"/>	Columbia River Mandrel Bending LLC	Automotive Repair/Muffler
<input type="checkbox"/>	Columbia River Reception and Events	Reception/Event Hosting/Coordination
<input type="checkbox"/>	Curves	Fitness Center
<input type="checkbox"/>	*Cutting Edge Tree Service	Tree Trimming/Removal/Stump Grinding
<input type="checkbox"/>	Dari Delish Inc.	Restaurant
<input type="checkbox"/>	Dianna's Formal Affair	Formal Wear – Apparel
<input type="checkbox"/>	Double D Contracting Co	Contracting & Residential Remodeling
<input type="checkbox"/>	Edison & Ives	Selling New & Used Items
<input type="checkbox"/>	*Fight Club Guided Fishing	Fishing Guide Service
<input type="checkbox"/>	Gea Belle Barker LMT	Massage Therapy
<input type="checkbox"/>	James D. Huffman	Legal Office
<input type="checkbox"/>	*Jaws Contracting	General Contractor
<input type="checkbox"/>	Jeff's Custom Detailing	Auto Detailing
<input type="checkbox"/>	Julie Lawrenson	Selling Secondhand/Crafts/Cloths
<input type="checkbox"/>	K&B Ventures dba K&B Storage	Storage Units
<input type="checkbox"/>	Kirby Co	Grocery Store
<input type="checkbox"/>	*Kneeland Brothers LLC	General Construction
<input type="checkbox"/>	Koelzer Construction Inc.	Construction
<input type="checkbox"/>	KOHI	Radio Station
<input type="checkbox"/>	*Larry Chase	Mobile Auto Repair
<input type="checkbox"/>	Law Office of Aaron BD Martin	Law Office

\*Denotes In-Home Business

Page 1 of 4

<input type="checkbox"/> Lessard Strength and Conditioning	Fitness
<input type="checkbox"/> Lively Repair LLC	Auto Repair
<input type="checkbox"/> *Mary Jane Creations 247	Handmade Jewelry & Blown Glass
<input type="checkbox"/> Melissa Beisley	Hair Styling
<input type="checkbox"/> Monkeyman LLC	Machine Shop
<input type="checkbox"/> Mother and Daughter	Secondhand Retail
<input type="checkbox"/> Oregon Healthcare Ctr/Meadow Park	Nursing Home Skilled Care
<input type="checkbox"/> Oregon Trail Lanes	Bowling Center
<input type="checkbox"/> ORPET Inc.	Plastics Recycling
<input type="checkbox"/> *P.J.'s Lawn Care	Yard Maintenance
<input type="checkbox"/> Pacific Bell LLC/Taco Bell	Restaurant
<input type="checkbox"/> Pacific Stainless Products	Manufacturing
<input type="checkbox"/> Penny Pendell	Resell
<input type="checkbox"/> The Redding Group, LLC	Property Management
<input type="checkbox"/> *Rick's Truck & Comm'l Painting	Painting – Auto
<input type="checkbox"/> Route 30 Liquidators	Secondhand Store
<input type="checkbox"/> Safe Transitions Counseling	Counseling
<input type="checkbox"/> Safeway Inc. #424	Retail Grocery
<input type="checkbox"/> St. Helens Kung Fu Club	Martial Arts Instruction
<input type="checkbox"/> Scandalous Hair Design	Beauty Salon
<input type="checkbox"/> *Superior Building Maintenance	Janitorial
<input type="checkbox"/> Suzie's Spot LLC	Child Daycare
<input type="checkbox"/> Syble Markus	Misc. Collectables, Resale
<input type="checkbox"/> Tea Time LLC	Tea Shop and Supplies
<input type="checkbox"/> Teresa Green	Secondhand
<input type="checkbox"/> Tetraskale Inc.	T-Shirts/Games/Merchandise
<input type="checkbox"/> Timothy Pizzo Attorney at Law	Law Office
<input type="checkbox"/> Ultimate Tan	Tanning, Hair, Tattoo
<input type="checkbox"/> *Victoria's Cleaning	Cleaning
<input type="checkbox"/> Vintage Rose	Purchasing Gold/Silver & Retail Consignment
<input type="checkbox"/> William PE Moore DMD LLC	Pediatric Dental Clinic

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### **RESIDENT BUSINESS – NEW 2017**

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<input type="checkbox"/> *Bridget Rapoza 971 Cowlitz Street	Apparel Sales
<input type="checkbox"/> Cheryl Morrissey (Artifacts) 231 S. 1 <sup>st</sup> Street	Antique Sales
<input type="checkbox"/> Kathleen Cearley 215 S. 1 <sup>st</sup> Street	Resale
<input type="checkbox"/> Larry Copeland 231 S. 1 <sup>st</sup> Street	Resale Secondhand

*\*Denotes In-Home Business*

- |                          |   |                    |
|--------------------------|---|--------------------|
| <input type="checkbox"/> | Sarah Pike<br>215 S. 1 <sup>st</sup> Street | Resale             |
| <input type="checkbox"/> | Summit Vapors<br>2005 St. Helens Street     | E-cigarette Retail |

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### NON-RESIDENT BUSINESS - 2017

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- |                          |  |   |
|--------------------------|--|---|
| <input type="checkbox"/> | Ark Remodeling & Construction          | Remodel                                       |
| <input type="checkbox"/> | AT&T Digital Life Inc.                 | Security Systems Services                     |
| <input type="checkbox"/> | Advanced Finishing Systems Inc.        | Painting Equipment & Parts Resale             |
| <input type="checkbox"/> | Alonzo Yard Maintenance                | Yard Maintenance                              |
| <input type="checkbox"/> | Artisan Concrete Design & Construction | Concrete Design & Construction                |
| <input type="checkbox"/> | Balzer Painting Inc.                   | Painting Contractor                           |
| <input type="checkbox"/> | Bear Inspection & Consulting LLC       | Inspection                                    |
| <input type="checkbox"/> | Brittney Bean                          | Retail – Internet                             |
| <input type="checkbox"/> | Can Do! Electric                       | Electrical Contractor                         |
| <input type="checkbox"/> | Carolyn Jenkins Painting               | Maintenance Property                          |
| <input type="checkbox"/> | Carrick Inc.                           | Electrical Contractor                         |
| <input type="checkbox"/> | Centerlogic                            | Computer Consulting                           |
| <input type="checkbox"/> | Comcast of Oregon II Inc.              | Solicitation; Internet, Phone & Home Security |
| <input type="checkbox"/> | E2C Corp.                              | Event Coordination                            |
| <input type="checkbox"/> | EC Company                             | Electrical Company                            |
| <input type="checkbox"/> | Emmert Industrial Corp.                | House Moving & Associated Services            |
| <input type="checkbox"/> | Even Construction Inc.                 | Building Contractor                           |
| <input type="checkbox"/> | Evolution Plumbing LLC                 | Commercial Plumbing                           |
| <input type="checkbox"/> | Family Innovation Construction         | Construction                                  |
| <input type="checkbox"/> | Garner Electric                        | Electrical Contractor                         |
| <input type="checkbox"/> | K&C Landscape LLC                      | Landscaping                                   |
| <input type="checkbox"/> | KJ Security Solutions & Locksmith LLC  | Locksmith                                     |
| <input type="checkbox"/> | Kendall Construction Inc.              | General Contractor – Commercial               |
| <input type="checkbox"/> | Kittelson & Associates Inc.            | Transportation Engineering, Planning          |
| <input type="checkbox"/> | Landmark Construction Services         | General Contractor                            |
| <input type="checkbox"/> | Lawrence Oil Company                   | Oil Distributorship/Cardlock                  |
| <input type="checkbox"/> | Library Corporation                    | Integrated Library Automation                 |
| <input type="checkbox"/> | Maul Foster and Alongi Inc.            | Environmental Consulting                      |
| <input type="checkbox"/> | The Mullen Company                     | Plumbing Contractor                           |
| <input type="checkbox"/> | Oregon-Aire Inc.                       | HVAC Commercial Contractor                    |
| <input type="checkbox"/> | Passing Thoughts Productions           | Video Production                              |
| <input type="checkbox"/> | Performance Insulation & Energy Svc    | Weatherization                                |
| <input type="checkbox"/> | PROBuild Contractors LLC               | Contractors                                   |
| <input type="checkbox"/> | Rexel Inc.                             | Wholesale Electrical                          |
| <input type="checkbox"/> | Rite-Way Heating & A/C Inc.            | HVAC Systems                                  |
| <input type="checkbox"/> | Rose Heating                           | HVAC  |

*\*Denotes In-Home Business*

<input type="checkbox"/>	Scoggins Construction	Construction
<input type="checkbox"/>	Security Signs	Sign Installation
<input type="checkbox"/>	Specialized Pavement Marking Inc.	Highway Striping
<input type="checkbox"/>	SprinkIt Fire Protection Inc.	Fire Protection
<input type="checkbox"/>	Sunbelt Rentals, Inc.	Equipment Rental/Sales/Delivery
<input type="checkbox"/>	T&L Communications Inc.	Fire Sprinklers
<input type="checkbox"/>	Terminix International	Pest Control
<input type="checkbox"/>	URS Corporation	Engineering Consulting Services
<input type="checkbox"/>	Utilize I.T. Inc.	Computer Consulting
<input type="checkbox"/>	West-Meyer Fence Inc.	Fence Contractors
<input type="checkbox"/>	Western Heating & Cooling Inc.	HVAC
<input type="checkbox"/>	Westwinds Remodeling LLC	Construction

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### RENTALS - 2017

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<input type="checkbox"/>	Crest Apts	Residential Rentals
<input type="checkbox"/>	HM Rentals (Residential)	Residential Rentals
<input type="checkbox"/>	K&B Ventures LLC	Residential Rentals
<input type="checkbox"/>	MM Properties	Residential Rentals
<input type="checkbox"/>	McCormick Park Apts.	Residential Rentals
<input type="checkbox"/>	Norcrest Apartments	Residential Rentals
<input type="checkbox"/>	Ryan & Chelsea Murphy	Residential Rentals
<input type="checkbox"/>	Woodland Trail Apartments	Residential Rentals
<input type="checkbox"/>	HM Rentals (Commercial)	Commercial Rentals
<input type="checkbox"/>	Leonard & Janet Mason	Commercial Rentals

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### MISCELLANEOUS - 2017

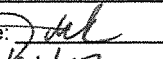
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<input type="checkbox"/>	Coca Cola Bottling Co. of Los Angeles	Delivery
<input type="checkbox"/>	DS Services of America Inc.	Delivery
<input type="checkbox"/>	Maletis Beverage	Delivery
<input type="checkbox"/>	Reser's Fine Foods Inc.	Delivery
<input type="checkbox"/>	Unifirst Corp.	Delivery
<input type="checkbox"/>	Suburban Propane LP	7-Day, LP Gas Deliveries
<input type="checkbox"/>	Underground Solutions LLC	7-Day, Sewer Repair

# BUSINESS LICENSE REPORT

City Department Approval: February 21, 2017

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

Signature:   
Date: 2/21/17

## RESIDENT BUSINESS – RENEWAL 2017

<input type="checkbox"/>	Barlow Bikes & Boards	Bike Sales and Service
<input type="checkbox"/>	Bella Maison	Gift/Retail
<input type="checkbox"/>	Belleza Day Spa & Hair Salon	Day Spa & Hair Salon
<input type="checkbox"/>	*Classic Cabinets	Woodworking
<input type="checkbox"/>	Columbia River BMX	BMX Racing
<input type="checkbox"/>	*David Loggins LLC	Remodel Plumbing
<input type="checkbox"/>	*Joan Youngberg @ Greenhouse YD	Garden Goods/Plants/Art/Classes
<input type="checkbox"/>	*Kenneth Kondrasky Const.	Home Repair
<input type="checkbox"/>	*MHI Services Inc.	Home Inspections
<input type="checkbox"/>	Maye Martial Arts	Martial Arts School
<input type="checkbox"/>	*Suns Horizon	Landscaping/Masonry
<input type="checkbox"/>	YOGD, LLC	Distillery

## RESIDENT BUSINESS – NEW 2017

<input type="checkbox"/>	*Artistic Communications 494 S 9 <sup>th</sup> Street	Public Relations, Marketing, Adv, Consulting
<input type="checkbox"/>	*Davis & Associates Investigations 34 S 22 <sup>nd</sup> Street	Private Investigation
<input type="checkbox"/>	Hacienda las Juanitas Mexican Food 555 S. Columbia River Hwy	Food Truck
<input type="checkbox"/>	MOD Pizza 2298 Gable Road, Suite 110	Pizza Restaurant w/ Incidental Liquor Sales
<input type="checkbox"/>	Noi Thai Kitchen 524 Milton Way	Thai Food Restaurant

## NON-RESIDENT BUSINESS - 2017

<input type="checkbox"/>	A & A Roofing LLC	Roofing
<input type="checkbox"/>	A & E Builders	Contractor
<input type="checkbox"/>	Accent Heating & Cooling LLC	HVAC
<input type="checkbox"/>	Aha Consulting Inc.	Website Design & Hosting
<input type="checkbox"/>	Alta Planning + Design Inc.	Transportation Planning and Design
<input type="checkbox"/>	All About Drywall Inc.	Drywall

\*Denotes In-Home Business



<input type="checkbox"/>	Amusement Services	Video Arcade Games/ATMs
<input type="checkbox"/>	Applied Technical Systems Inc.	Low Voltage Electrical Contractor
<input type="checkbox"/>	Art Cortez Construction Inc.	Contractor
<input type="checkbox"/>	Buhner Construction	Roofing
<input type="checkbox"/>	Brumbaugh MFD Home	MFD Home Installation
<input type="checkbox"/>	Cascade Plumbing Co.	Plumbing Contractor
<input type="checkbox"/>	Christenson Electric Inc.	Electrical Contractor
<input type="checkbox"/>	Cook Security Group	Financial Security Equip Install/Svc
<input type="checkbox"/>	Deacon Corp.	General Contractor
<input type="checkbox"/>	Duke's Root Control Inc.	Sewer Line Chemical Root Control Service
<input type="checkbox"/>	Energy Electric LLC	Electrical Contractor
<input type="checkbox"/>	General Builders Supply Inc.	General Builders Supply
<input type="checkbox"/>	Hamman Inc.	Garage Door Repair and Install
<input type="checkbox"/>	HASA Inc.	Manufacturer
<input type="checkbox"/>	MKS Construction Inc.	Construction
<input type="checkbox"/>	Mountain Man	Retail
<input type="checkbox"/>	Portrait Homes Northwest	General Contractor
<input type="checkbox"/>	Protemp Associates Inc.	HVAC Subcontractor
<input type="checkbox"/>	Richard P. Smith Concrete	Residential Concrete Flatwork
<input type="checkbox"/>	Roto-Rooter Plumbing and Service Co.	Plumbing/Sewer/Drain Services
<input type="checkbox"/>	Universal Drywall Inc.	Drywall Application/Finish

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### MISCELLANEOUS - 2017

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<input type="checkbox"/>	CJ Hansen Co. Inc.	7-Day, Mechanical Contractor
<input type="checkbox"/>	System Security	7-Day, System Security
<input type="checkbox"/>	Wilson Pacific Development Inc.	7-Day, Excavation
<input type="checkbox"/>	Pet Palace	Change of Ownership



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

RECEIVED

FEB 22 2017

CITY OF ST. HELENS

December 5, 2016

Jonathan J. Ellis  
Finance Director  
City of St. Helens  
265 Strand St  
PO Box 278  
St. Helens, OR 97051

Dear Mr. Ellis:

A Panel of independent reviewers has completed its examination of your budget document. We are pleased to inform you that the panel has voted to award your budget document the Distinguished Budget Presentation Award for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. Enclosed is an application form to facilitate a timely submission. This form should be submitted with four copies of your budget accompanied by the appropriate fee.

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. Enclosed is a Certificate of Recognition for Budget Preparation for:

**Administrative Services Department, Finance Director**

Continuing participants will find a certificate and brass medallion enclosed with these results. First-time recipients will receive an award plaque that will be mailed separately and should arrive within eight to ten weeks. Enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria.

The following standardized text should be used:



**Government Finance Officers Association**

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

Jonathan J. Ellis

December 5, 2016

Page 2

The Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **City of St. Helens, Oregon** for its annual budget for the fiscal year beginning **July 1, 2016**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

A press release is enclosed.

The Government Finance Officers Association encourages you to make arrangements for a formal presentation of the award. If you would like the award presented by a member of your state or provincial finance officers association, we can provide the name of a contact person for that group.

We appreciate your participation in this program and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients (with hyperlinks) can be found on GFOA's website at [www.gfoa.org](http://www.gfoa.org). If we can be of further assistance, please contact the Technical Services Center.

Sincerely,

Stephen J. Gauthier, Director  
Technical Services Center

Enclosure

### **Visitors Center Report 02/18/2017**

There has been a significant increase in the amount of traffic coming into the Visitors Center. The majority of people are looking for maps, both for the entire state of Oregon and also local maps. Those who are seeking local maps will generally tell me why they need them. The 2 most common responses I have gotten in the last month is that they are either new to the area, or are considering moving into the area.

I have requested several local businesses to bring in their products to put on display. I informed them that it is free of charge to showcase their items and is a good way to promote their products to tourists and local residents. As of yet, nobody has done so.

At this time last year, I was receiving multiple calls from potential vendors looking for local events to participate in. I have only received a couple of calls so far this year. I have created a list of the annual events and the contact information for vendors.

The Columbia Arts Guild has created a variety of post cards, made by local artists, to sell at the Visitors Center. They are \$1.00 each, with 20% of the proceeds going to the Chamber. Post cards were my #1 requested item by tourists last year. During Halloweentown, I received daily requests for souvenirs, but did not have anything available. I would like to have the opportunity to sell them this year.