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City of St. Helens COUNCIL AGENDA

Wednesday, April 19, 2017

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.

1. **6:30PM – PUBLIC HEARING: Annexation of Lots 19-20, Block 2 of the Golf Club Addition (Weigandt)**
2. **7:00PM - CALL REGULAR SESSION TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **INVITATION TO CITIZENS FOR PUBLIC COMMENT – *Limited to five (5) minutes per speaker.***
5. **ORDINANCES – Final Reading**
 - A. **Ordinance No. 3214:** An Ordinance to Amend the City of St. Helens Comprehensive Plan Map for Certain Property from the Suburban Residential (SR) Designation to the General Residential (GR) Designation and the Zoning District Map from the Moderate Residential (R7) Zone to the Apartment Residential (AR) Zone
6. **ORDINANCES – First Reading**
 - A. **Ordinance No. 3215:** An Ordinance to Amend the City of St. Helens Comprehensive Plan Map and Zoning District Map to Expand the Riverfront District as Part of the City's Waterfront Planning Efforts; and to Amend the Comprehensive Plan Map and Zoning District Map from Heavy Industrial to Public Lands for Nob Hill Nature Park; and Amending the St. Helens Municipal Code Chapters 17.08, 17.16, 17.20, 17.32, 17.36, 17.88, 17.116, 19.08, and 19.12
7. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
 - A. Agreement with Rhiza A+D for Services Related to Installation of Gateway Sculpture Phase 2
 - B. Agreement with State of Oregon Administrative Services for Disposal of Surplus Property
 - C. Agreement with Antonia Doggett for Creation and Build of Art Banner to Replace Damaged Banner
8. **CONSENT AGENDA FOR ACCEPTANCE**
 - A. Arts & Cultural Commission Minutes dated January 24 and February 28, 2017
 - B. Parks Commission Minutes dated February 13, 2017
 - C. Planning Commission Minutes dated March 14, 2017
 - D. Accounts Payable Bill List
9. **CONSENT AGENDA FOR APPROVAL**
 - A. New Associate Planner Job Description
 - B. OLCC Licenses
 - C. Council Work Session, Public Hearing, and Regular Session Minutes dated March 15, 2017
 - D. Accounts Payable Bill List

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.

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For more information or for an application, stop by City Hall or call 503-366-8217.

10. **MAYOR SCHOLL REPORTS**
11. **COUNCIL MEMBER REPORTS**
12. **DEPARTMENT REPORTS**
13. **ADJOURN**

CITY OF ST. HELENS PLANNING DEPARTMENT
STAFF REPORT
Annexation A.1.17

DATE: April 12, 2017
TO: City Council
FROM: Jacob A. Graichen, AICP, City Planner
Jennifer Dimsho, Assistant Planner
APPLICANT: Wayne Weigandt
OWNER: Wayne & Judith Weigandt
ZONING: Columbia County's General Commercial, C-3
LOCATION: 4N1W-8CA-300; Lots 19-20, Block 2 of the Golf Club Addition
PROPOSAL: The property owner filed consent to annex to develop the site in the City

The 120-day rule (ORS 227.178) for final action for this land use decision is n/a [Clark v. City of Albany, 142 Or App 207, 921 P2d 406 (1996)].

SITE INFORMATION / BACKGROUND

The subject property is about 0.51 acres located off Highway 30 behind Les Schwab Tire Center at the corner of First Street and Kavanagh Avenue. It is a level, vacant site with about half of the parcel paved and half gravel. It is accessed from First Street. First Street lacks right-of-way frontage improvements (sidewalk and curb) in front of the subject property except along the Les Schwab Tire Center property where it was constructed as part of a recent re-construction of the facility. Kavanagh Avenue also lacks sidewalks and curb and dead ends at the edge of the Les Schwab Tire Center's property. Kavanagh Avenue was developed for truck access as part of the Les Schwab Tire Center reconstruction.



Left: Kavanagh Ave. right-of-way. Subject property to the right.
Right: First Street right-of-way.
Bottom: Subject property from First Street right-of-way

Hearing dates are as follows: April 11, 2017 before the Planning Commission and April 19, 2017 before the City Council.

At their April 11, 2017 meeting, the Planning Commission unanimously voted to recommended approval of the annexation proposal.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property(ies) on March 15, 2017 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on March 29, 2017. Notice was sent to the Oregon Department of Land Conservation and Development on March 7, 2017 via e-mail.

AGENCY REFERRALS & COMMENTS

City Engineering: Public sanitary sewer is stubbed to this property at the southeast corner. Public water is located in the First Street right-of-way and will have to be extended to serve the property. Frontage improvements shall be required when development of the property occurs, including a plan for disposing of storm drainage.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.08.040 (1) – Quasi-judicial amendment and standards criteria

- (a) A recommendation or a decision to approve, approve with conditions, or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:
 - (i) The applicable comprehensive plan policies and map designation; and that the change will not adversely affect the health, safety, and welfare of the community; and
 - (ii) The applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the comprehensive plan and ordinances; and
 - (iii) The standards applicable of any provision of this code or other applicable implementing ordinance.
- (b) Consideration may also be given to:
 - (i) Any applicable evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

Discussion: (a)(i) The Comprehensive Plan designation for the subject property is Unincorporated Highway Commercial (UHC). Applicable designation and zoning district for annexation are discussed later.

There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC. Note that SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. By this process, the proposal complies with this aspect of the Comprehensive Plan.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC.

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), and the Parks & Trails Master Plan (Ord. No. 3191).

Finally, there is no evidence that this proposal will be contrary to the health, safety and welfare of the community.

(a)(ii) The City's Comprehensive Plan has been adopted by the State, thus, the applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197 do not need to be analyzed per this section.

(a)(iii) In addition, Section 3 of the City's Charter states that "annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate." However, during the 2016 Legislative Assembly, Senate Bill 1578 was passed. It states that a City shall annex the territory without submitting the proposal to the electors if certain criteria are met:

1. Property is within the UGB
2. Property will be subject to the City's Comprehensive Plan
3. Property is contiguous to the City limits or is separated by only a public right of way or body of water
4. Property conforms to all other City requirements

As this proposal meets these criteria, this property will not be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

(b) There is no evidence of a change in neighborhood, or mistake or inconstancy in the Comprehensive Plan or Zoning Map.

Finding: The quasi-judicial amendment and standards criteria are met.

SHMC 17.08.060 – Transportation planning rule compliance

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule ("TPR")).

"Significant" means the proposal would:

- (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
- (b) Change standards implementing a functional classification system; or
- (c) As measured at the end of the planning period identified in the adopted transportation system plan:

- (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
 - (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
 - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:
 - (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
 - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
 - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
 - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

Discussion: This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County's General Commercial, C-3 and the City zoning option given annexation is Highway Commercial (HC).**

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County. The City's zoning is comparable to the County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

Finding: No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

SHMC 17.28.030 (1) – Annexation criteria

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and

- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years' supply of like designated lands in current city limits).

Discussion: **(a)** Currently, the site is not connected to either City water or McNulty PUD water. This property is within the McNulty Water PUD boundary. The City and the PUD have an Urban Service Agreement that states the City will service commercial properties west of Highway 30 if City water is available. There is a City water line at the southeast corner of the property in the First Street right-of-way. City law states “all water users in the city whose closest property line is within 160 feet of a city water main shall be connected to the city water system.” In this case, the property is well within 160 feet of a water main.

The City's current water capacity is 6 million gallons/day and the peak flow, usually in the summer, is 3 to 4 million gallons/day. Additionally, the City has the capacity of approximately 10 million gallons to meet future demands. Any additional uses that occur on the subject property can be accommodated by the City's municipal water system as infrastructure has substantial capacity available.

There is a City sewer line along Kavanagh Avenue and First Street. With regards to capacity, the City's waste water treatment plant currently has the capacity (physically and as permitted by DEQ) to handle 50,000 pounds of Biochemical Oxygen Demand (BOD), which is the “loading” or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Thus, any potential uses that occur on the subject property can be accommodated by the City's sanitary sewer system as infrastructure is in place or can be upgraded and there is substantial capacity available.

As described above, this proposal poses no significant affect on a transportation facility.

Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area.

(b) There is no established land use for this site. It is a vacant lot.

There is no known conflict with the Comprehensive Plan and implementing ordinances.

(c) **With regards to Oregon Revised Statutes (ORS), city annexations of territory must be undertaken consistent with ORS 222.111 to 222.183.**

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City's jurisdiction and City of St. Helens corporate limits lies on two sides of the subject property.

Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's

charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

Per ORS 222.111(2) an annexation may be initiated by the owner of real property or the city council. This annexation request was initiated by the property owners.

Further, ORS 222.125 requires that that all property owners of the subject property to be annexed and at least half of the electors residing on the property consent in writing to the annexation. These documents were submitted with the annexation application.

ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals. The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

- ***Statewide Planning Goal 1: Citizen Involvement.***

Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations.

The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is also required. The City has met these requirements and notified DLCD of the proposal.

- ***Statewide Planning Goal 2: Land Use Planning.***

This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.

Generally, Goal 2 requires that actions related to land use be consistent with acknowledged Comprehensive Plans and coordination with affected governments and agencies and be based on an adequate factual base. The City has an adopted Comprehensive Plan, compliance of this proposal which is addressed herein. Moreover, explanation and proof of coordination with affected agencies and factual base are described herein, as well, including inventory, needs, etc.

- ***Statewide Planning Goal 11: Public Facilities and Services.***

Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."

City water and sewer capacities are adequate to serve the subject property. This is explained above. Moreover, there is no evidence that adequate infrastructure cannot be made available to serve the annexed area if redeveloped. The existing development is adequately served.

- ***Statewide Planning Goal 12: Transportation.***

Goal 12 requires cities, counties, metropolitan planning organizations, and ODOT to provide and encourage a "safe, convenient and economic transportation system." This is accomplished through development of Transportation System Plans based on inventories of local, regional and state transportation needs. Goal 12 is implemented through OAR 660, Division 12, also known as the Transportation Planning Rule ("TPR"). The TPR contains numerous requirements governing transportation planning and project development.

Traffic impacts and the City's provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility.

(d) The subject property abuts two streets: Kavanagh Avenue and First Street. First Street and Kavanagh Avenue are technically County streets; however, the County Road Department typically yields to the City's street standards for development within the St. Helens Urban Growth Boundary.

First Street is improved (asphalt) but lacks frontage improvements such as sidewalk and curb along the subject property's frontage. City standards require such improvements. Kavanagh Avenue is also improved with asphalt but lacks frontage improvements such as sidewalk and curb along the subject property's frontage.

This property is not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements. As such, the only option is for the property owner to be required to sign and record an irrevocable consent to local improvement district, though, the applicant could improve the frontages if desired.

The City's Transportation Systems Plan designates First Street and Kavanagh Avenue as Local Streets and if improved, would be subject to Local Streets standards. The existing right-of-way widths for both First Street and Kavanagh Avenue is sufficient for this classification of street. Therefore, right-of-way dedication is not necessary.

(e) The subject property is not designated residential. Thus a needs analysis is not necessary.

Finding: The annexation approval criteria are met for this proposal.

SHMC 17.28.030 (2) – Annexation criteria

The plan designation and the zoning designation placed on the property shall be the city's zoning district which most closely implements the city's comprehensive plan map designation.

Discussion: The Comprehensive Plan designation is currently Unincorporated Highway Commercial, UHC. Upon annexation, the Comprehensive Plan designation would thus be Highway Commercial (Incorporated). The zoning would be Highway Commercial, HC.

Finding: The subject property shall be designated Highway Commercial (Incorporated), HC and zoned Highway Commercial, HC upon annexation **depending on the determinations of the Commission and Council.**

SHMC 17.112.020 – Established & Developed Area Classification criteria

- (1) Established Area.
 - (a) An "established area" is an area where the land is not classified as buildable land under OAR 660-08-0005;
 - (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and
 - (c) An area shown on a zone map or overlay map as an established area.
- (2) Developing Area. A "developing area" is an area which is included in the city's buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

Discussion: OAR 660-008-0005 generally defines "Buildable Land" as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned. The subject property is not zoned residential. This provision does not apply.

Finding: This provision is not applicable.

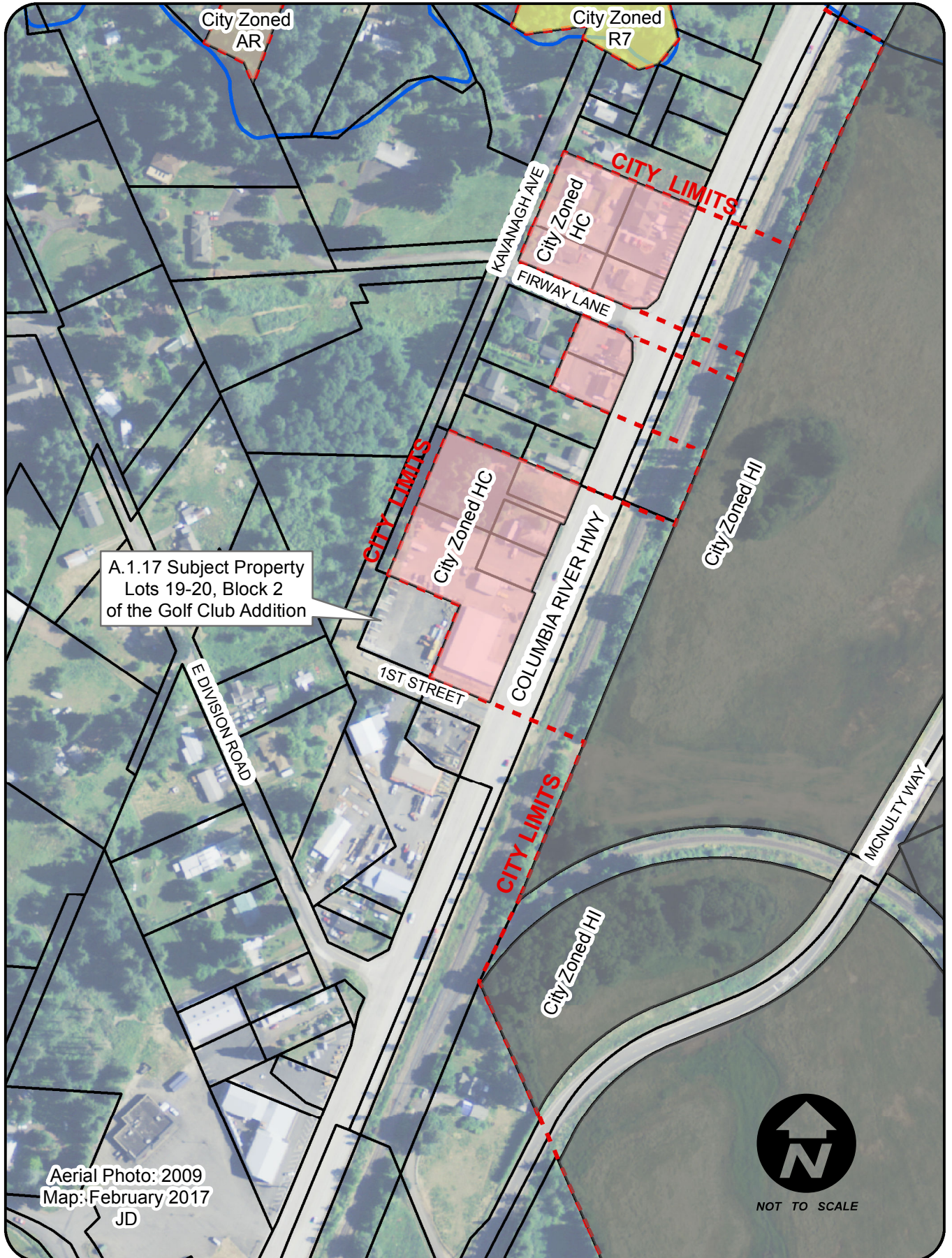
CONCLUSION & RECOMMENDATION

Based upon the facts and findings herein, the Planning Commission recommends approval of this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Highway Commercial, HC, and be zoned Highway Commercial, and designated as "developing."

*This annexation will **not** be subject to voter approval subsequent to this land use process.*

Attachment(s): General Area Map
Aerial Map
Legal Description Map
Legal Description

Annexation A.1.17 Aerial Map



Legal Description

Lots 19 and 20, Block 2, Golf Club Addition, Columbia County, Oregon.

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City of St. Helens
ORDINANCE NO. 3214

AN ORDINANCE TO AMEND THE CITY OF ST. HELENS COMPREHENSIVE
PLAN MAP FOR CERTAIN PROPERTY FROM THE SUBURBAN RESIDENTIAL
(SR) DESIGNATION TO THE GENERAL RESIDENTIAL (GR) DESIGNATION
AND THE ZONING DISTRICT MAP FROM THE MODERATE RESIDENTIAL
(R7) ZONE TO THE APARTMENT RESIDENTIAL (AR) ZONE

WHEREAS, applicants have requested to amend the City of St. Helens Comprehensive Plan Map and Zoning District Map for property depicted in **Attachment "A"** and described in **Attachment "B"** attached hereto and made part of this reference from Suburban Residential (SR) to General Residential (GR), and Moderate Residential (R7) to Apartment Residential (AR), respectively; and

WHEREAS, the St. Helens Planning Commission did hold a duly noticed public hearing and did conclude to recommend such a change to the City Council; and

WHEREAS, the City Council did hold a duly noticed public hearing and did find that after due consideration of all the evidence in the record compared to the criteria, that they agreed with the application; and

WHEREAS, the Council has considered the findings of compliance with criteria and law applicable to the proposal.

NOW, THEREFORE, THE CITY OF ST. HELENS DOES ORDAIN AS FOLLOWS:

Section 1. The above recitations are true and correct and are incorporated herein by reference.

Section 2. The City of St. Helens Comprehensive Plan Map is amended to change the plan designation boundaries of the Suburban Residential (SR) designation to the General Residential (GR) designation for the property described herein.

Section 3. The City of St. Helens Zoning District Map is amended to change the zoning district boundaries of the Moderate Residential (R7) zone to the Apartment Residential (AR) zone for the property described herein.

Section 4. In support of the aforementioned Comprehensive Plan Map and Zone District Map Amendment, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Attachment "C"** and made part of this reference.

Section 5. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: April 5, 2017
Read the second time: April 19, 2017

APPROVED AND ADOPTED this 19th day of April, 2017 by the following vote:

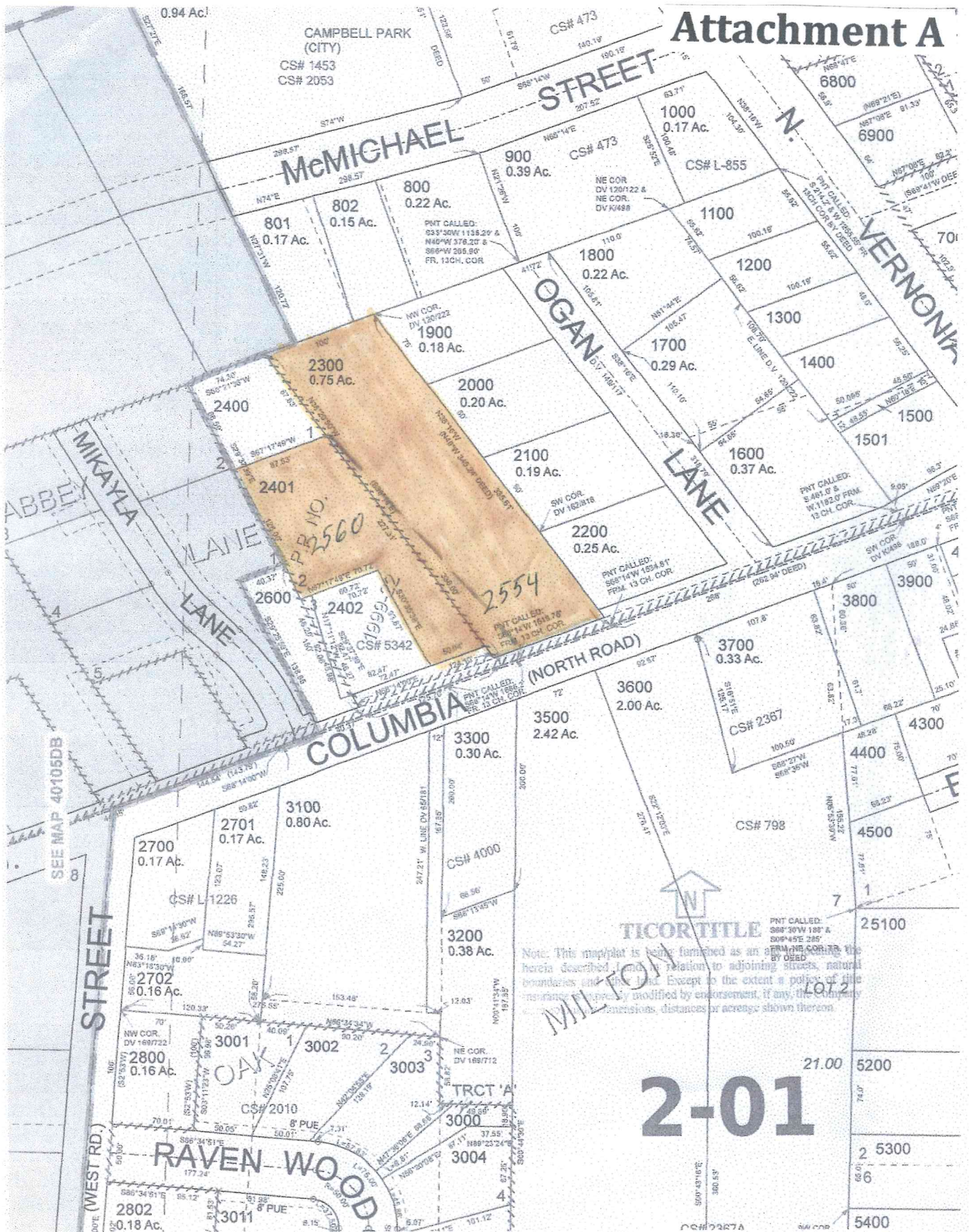
Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder



Legal Description

Two separate parcels identified as follows:

Parcel 1:

- **Parcel 2 of P.P. No. 1999-22, City of St. Helens, Columbia County Oregon**
- **Columbia County Tax Assessor Map Number: 4N1W 5DA 2401**
- **Address: 2560 Columbia Boulevard**

Parcel 2:

- **The 0.75 acre parcel adjacent to the east line of Parcel 2 of P.P. No. 1999-22, City of St. Helens, Columbia County Oregon**
- **Columbia County Tax Assessor Map Number: 4N1W 5DA 2300**
- **Address: 2554 Columbia Boulevard**

**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Comprehensive Plan Map and Zone Map Amendment CPZA.4.16**

APPLICANT: Craig & Ronda Melton, David Coombs

OWNER: Same

ZONING: Moderate Residential (R7)

LOCATION: 4N1W-5DA-2300 & 2401
2554 & 2560 Columbia Blvd.

PROPOSAL: Zone Map Amendment from Moderate Residential (R7) to Apartment Residential (AR) and Comprehensive Plan Amendment from Suburban Residential (SR) to General Residential (GR)

The 120-day rule (ORS 227.178) for final action for this land use decision is not applicable per ORS 227.178(7).

SITE INFORMATION / BACKGROUND

2554 Columbia Blvd. is developed on a 0.75-acre lot with a single-family dwelling that was built in the 1960s. There is also an existing detached accessory structure in the backyard. 2560 Columbia Blvd. is developed on a 0.37-acre lot with a multi-dwelling unit (4-plex). It was built in 1983 under the Rural Housing Federal Program which assists low-income tenants. Since then, according to the applicant, the 4-plex only houses residents 55 years of age and older with 75% of the current occupants receiving financial housing assistance from the Northwest Oregon Housing Authority. If this 4-plex was destroyed, it could not be rebuilt with current R7 zoning per the City's non-conforming use rules. Both sites have access from Columbia Blvd. with paved parking areas. The driveway to the 4-plex is already developed with sidewalks and curbs. There is an existing access and utility easement located on the 4-plex property for the benefit of the abutting property to the north.

PUBLIC HEARING & NOTICE

Hearing dates are as follows: February 14, 2017 before the Planning Commission and March 15, 2017 before the City Council.

At their February 14, 2017 meeting, the Commission unanimously, with one absent member, recommended approval of the request to the City Council.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on January 24, 2017 via first class mail. Notice was sent to agencies by mail or e-mail on January 24, 2017. Notice was published in the The Chronicle on February 1, 2017. Notice was sent to the Oregon Department of Land Conservation and Development on January 11, 2017.

AGENCY REFERRALS & COMMENTS

City Engineering: I have no objections to the request. The proposed amendment would not have any direct negative impact on public infrastructure. Utility improvements will be required depending on the future development proposal.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.20.120(1) – Standards for Legislative Decision

The recommendation by the commission and the decision by the council shall be based on consideration of the following factors:

- (a) The statewide planning goals and guidelines adopted under ORS Chapter 197;
- (b) Any federal or state statutes or guidelines found applicable;
- (c) The applicable comprehensive plan policies, procedures, appendices and maps; and
- (d) The applicable provisions of the implementing ordinances.

(a) Discussion: This criterion requires analysis of the applicable statewide planning goals. The applicable goals in this case are Goal 1, Goal 2, Goal 10, and Goal 12.

Finding (s):

Statewide Planning Goal 1: Citizen Involvement.

Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations.

The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is required too. Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties. The City has met these requirements and notified DLCD of the proposal.

Given the public vetting for the plan, scheduled public hearings, and notice provided, Goal 1 is satisfied.

Statewide Planning Goal 2: Land Use Planning.

This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state

and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.

The City and State (i.e., DLCD) coordinated with regard to the adoption of this proposal. The City notified DLCD as required by state law prior to the public hearings to consider the proposal.

There are no known federal or regional documents that apply to this proposal. Comprehensive Plan consistency is addressed further below.

Given the inclusion of local, state, regional and federal documents, laws, participation and opportunity for feedback as applicable, Goal 2 is satisfied.

Statewide Planning Goal 10: Housing

This goal is about meeting the housing needs of citizens of the state. Buildable lands for residential use shall be inventoried and plans shall encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density.

Goal 10 intends that cities identify housing needs and develop a land use policy framework that meets identified needs. One key issue addressed in a housing needs analysis is how much land is needed for different housing types, and therefore must be designated for those needs. Providing sufficient land in the proper designations is one of the most fundamental land use tools local governments have to meet housing needs.

The City's most recent analysis of this sort is from the Periodic Review Work Task #1, Land Use Inventory from 1998. This calls for 35% of total residential lands to be for multi-family dwelling units. Of all current residential lands (zones AR, R5, R7, R10, and MHR), 9.8% is zoned AR. AR is the only zone that allows multi-family dwelling units as a permitted use and is the City's highest density zone. Given the disparity between the target percentage and the current, this change advances the City's identified housing needs.

Goal 10 is satisfied.

Statewide Planning Goal 12: Transportation

Goal 12 requires local governments to "provide and encourage a safe, convenient and economic transportation system." Goal 12 is implemented through DLCD's Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility.

A traffic impact analysis shall be submitted with a plan amendment or zone change application, **as applicable**, pursuant to Chapter 17.156 SHMC. See Section (d) for a more detailed discussion of the TPR and implementing ordinances.

- (b) Discussion:** This criterion requires analysis of any applicable federal or state statutes or guidelines in regards to the residential zone change request.

Finding: There are no known applicable federal or state statutes or guidelines applicable to this zone change request.

- (c) Discussion:** This criterion requires analysis of applicable comprehensive plan policies, procedures, appendices, and maps. The applicable Comprehensive Plan goals and policies are:

19.08.050 Housing goals and policies.

(1) Preface. Residents of the city of St. Helens are demographically in different stages of socioeconomics. As such, they vary in their family sizes, economic capabilities and interests and will desire different types of housing. The strategy is to ensure that sufficient lands are designated for those different phases and desires of current and future residents and to encourage policies and decisions to allow all residents the ability to find affordable housing.

(2) Goals.

(a) To promote safe, adequate, and affordable housing for all current and future members of the community.

(b) To locate housing so that it is fully integrated with land use, transportation and public facilities as set forth in the Comprehensive Plan.

(3) Policies. It is the policy of the city of St. Helens to:

(a) Maintain adequate development and building codes to achieve the city's housing goals.

(b) Encourage the distribution of low income and/or multifamily housing throughout the city rather than limiting them to a few large concentrations.

[...]

(d) Encourage and cooperate with all efforts to provide adequate housing for those with special needs.

[...]

(h) Encourage energy-efficient housing patterns in residential developments.

19.12.030 Suburban residential category goals and policies.

(1) Goals. To establish conditions which will maintain attractive, convenient residential living typical of moderate density semi-suburban areas.

(2) Policies. It is the policy of the city of St. Helens to:

(a) Allow for the convenient location of grocery stores by the conditional use process.

(b) Permit a degree of flexibility in residential site design and a mixture of housing, including multi-dwelling units, through the planned development procedures.

- (c) Promote the development of homesites at a density and standard consistent with: the level of services that can reasonably be provided and the characteristics of the natural environment.*
- (d) Review diligently all subdivision plats in the suburban residential category to ensure the establishment of a safe and efficient road system.*
- (e) Designate suburban residential lands as R-7, Moderate Residential, or R-10, Suburban Residential, on the city zoning map.*

19.12.020 General residential category goals and policies.

- (1) Goals. To create conditions suitable for higher concentrations of people in proximity to public services, shopping, transportation and other conveniences.*
- (2) Policies. It is the policy of the city of St. Helens to:*
 - (a) Require undeveloped public ways of record to be improved to applicable city standards as a condition to the issuance of building permits for lots that front these ways.*
 - (b) Encourage the infilling of areas presently undeveloped due to topographical limitations to achieve a more efficient use of the land.*
 - (c) Allow for the convenient location of grocery stores by the conditional use process.*
 - (d) Develop rules for multifamily dwellings which are consistent with housing policies.*
 - (e) Designate general residential lands as R-5, General Residential or AR, Apartment Residential on the city zoning map.*

Discussion: The proposal is to amend the Zoning Map from Moderate Residential (R7) to Apartment Residential (AR), and the Comprehensive Plan Map from Suburban Residential (SR) to General Residential (GR), in order to accommodate AR zoning.

Finding (s): There is demand for additional housing units in the region and in St. Helens. The applicant notes a specific demand for 55 and older housing for the growing baby boomer population. This proposal is not contrary to Comprehensive Plan goals and policies.

The Planning Commission and City Council determined the zoning change request is consistent with the Comprehensive Plan goals and policies.

(d) Discussion: This criterion requires that the proposal not conflict with the applicable provisions of the implementing ordinances. See the applicant's narrative for a list of permitted uses within the AR and R7 zoning districts.

Per Chapter 17.156 Per SHMC, a Traffic Impact Analysis shall be required to be submitted to the City with a land use application when the proposed action is estimated to generate 250 average daily trips (ADT) or more or 25 or more weekday a.m. or p.m. peak hour trips (or as required by the city engineer).

The worst-case development scenario using permitted uses for the .75 acre lot under R7 zoning would be four single-family dwelling units. According to the 9th ed. of the Institute of

Transportation Engineers (ITE), this would generate 38 ADTs, 3 peak hour a.m. trips, and 4 peak hour p.m. trips. Under AR zoning, the worst-case development scenario using permitted uses is a 20-unit multi-dwelling unit. The ITE states this would generate 133 ADTs, 10 peak hour a.m. trips, and 12 peak hour p.m. trips. Therefore, difference in ADTs and peak hour trips between R7 and AR does not exceed 250 or 25 weekday a.m. or p.m. peak hour trips. A Transportation Impact Analysis will not be required for this proposal.

The definition of “spot zoning” per Chapter 17.16 SHMC:

Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding uses and not for the purpose or effect of furthering the comprehensive plan.

Although the property abuts existing AR zoning, on the Comprehensive Plan Map, the properties surrounding the zone change proposal are not zoned GR. The Planning Commission and City Council were satisfied with a new area designated General Residential (GR) on the Comprehensive Plan Map and found that the proposal will remain compatible with the surrounding area.

Finding(s): This proposal will not significantly affect an existing or planned transportation facility. A Traffic Impact Analysis will not be required for this proposal.

The proposal will result in the existing multi-dwelling unit to become a permitted use instead of a non-conforming use, enabling it to be re-built if destroyed. The detached single-family dwelling is a permitted use in either case.

Planning Commission and City Council determine that this proposal is not a spot zoning.

CONCLUSION & DECISION

Based upon the facts and findings herein, the City Council approves this proposal.

Rick Scholl, Mayor

Date

City of St. Helens
ORDINANCE NO. 3215

AN ORDINANCE TO AMEND THE CITY OF ST. HELENS COMPREHENSIVE PLAN MAP AND ZONING DISTRICT MAP TO EXPAND THE RIVERFRONT DISTRICT AS PART OF THE CITY'S WATERFRONT PLANNING EFFORTS; AND TO AMEND THE COMPREHENSIVE PLAN MAP AND ZONING DISTRICT MAP FROM HEAVY INDUSTRIAL TO PUBLIC LANDS FOR NOB HILL NATURE PARK; AND AMENDING THE ST. HELENS MUNICIPAL CODE CHAPTERS 17.08, 17.16, 17.20, 17.32, 17.36, 17.88, 17.116, 19.08, AND 19.12

WHEREAS, pursuant to St. Helens Municipal Code 17.20.020(1)(c) the Planning Director initiated legislative changes to amend the City of St. Helens Comprehensive Plan Map and Zoning District Map as depicted in **Attachments "A," "B," and "C"** attached hereto and made part of this reference, and to adopt text amendments to the Community Development Code (St. Helens Municipal Code Title 17) and the St. Helens Comprehensive Plan (St. Helens Municipal Code Title 19); and

WHEREAS, pursuant to the St. Helens Municipal Code and Oregon Revised Statutes, the City has provided notice to: the Oregon Department of Land Conservation and Development on February 8, 2017, potentially affected property owners listed in the Columbia County Tax Assessor records agencies on February 23, 2017, and the local newspaper of record on March 1, 2017; and

WHEREAS, the St. Helens Planning Commission did hold a duly noticed public hearing on March 14, 2017 and, following deliberation, made a recommendation of approval to the City Council; and

WHEREAS, the St. Helens City Council conducted a public hearing on April 5, 2017 and having the responsibility to approve, approve with modifications, or deny an application for a legislative change, has deliberated and found that based on the information in the record and the applicable criteria in the SHMC that the Comprehensive Plan Map amendments, Zoning District Map amendments, and text amendments to the Community Development Code (St. Helens Municipal Code Title 17) and the St. Helens Comprehensive Plan (St. Helens Municipal Code Title 19) be approved.

NOW, THEREFORE, THE CITY OF ST. HELENS DOES ORDAIN AS FOLLOWS:

Section 1. The above recitations are true and correct and are incorporated herein by reference.

Section 2. The City of St. Helens Comprehensive Plan Map is amended as depicted in **Attachment "A"** and made part of this reference.

Section 3. The City of St. Helens Zoning District Map is amended as depicted in **Attachments "B" and "C"** and made part of this reference.

Section 4. The City of St. Helens Municipal Code is hereby amended, attached hereto as **Attachment "D"** and made part of this reference.

Section 5. The City hereby adopts the St. Helens Waterfront Framework Plan as part of the Development Code, attached hereto as **Attachment "E"** and made part of this reference.

Section 6. In support of the amendments described herein, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Attachment "F"** and made part of this reference.

Section 7. Severability. If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be servable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 8. Provisions of this Ordinance shall be incorporated in the St. Helens Municipal Code and the word "ordinance" may be changed to "code," "article," "section," or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

Section 9. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: April 19, 2017
Read the second time: May 3, 2017

APPROVED AND ADOPTED this 3rd day of May, 2017 by the following vote:

Ayes:

Nays:

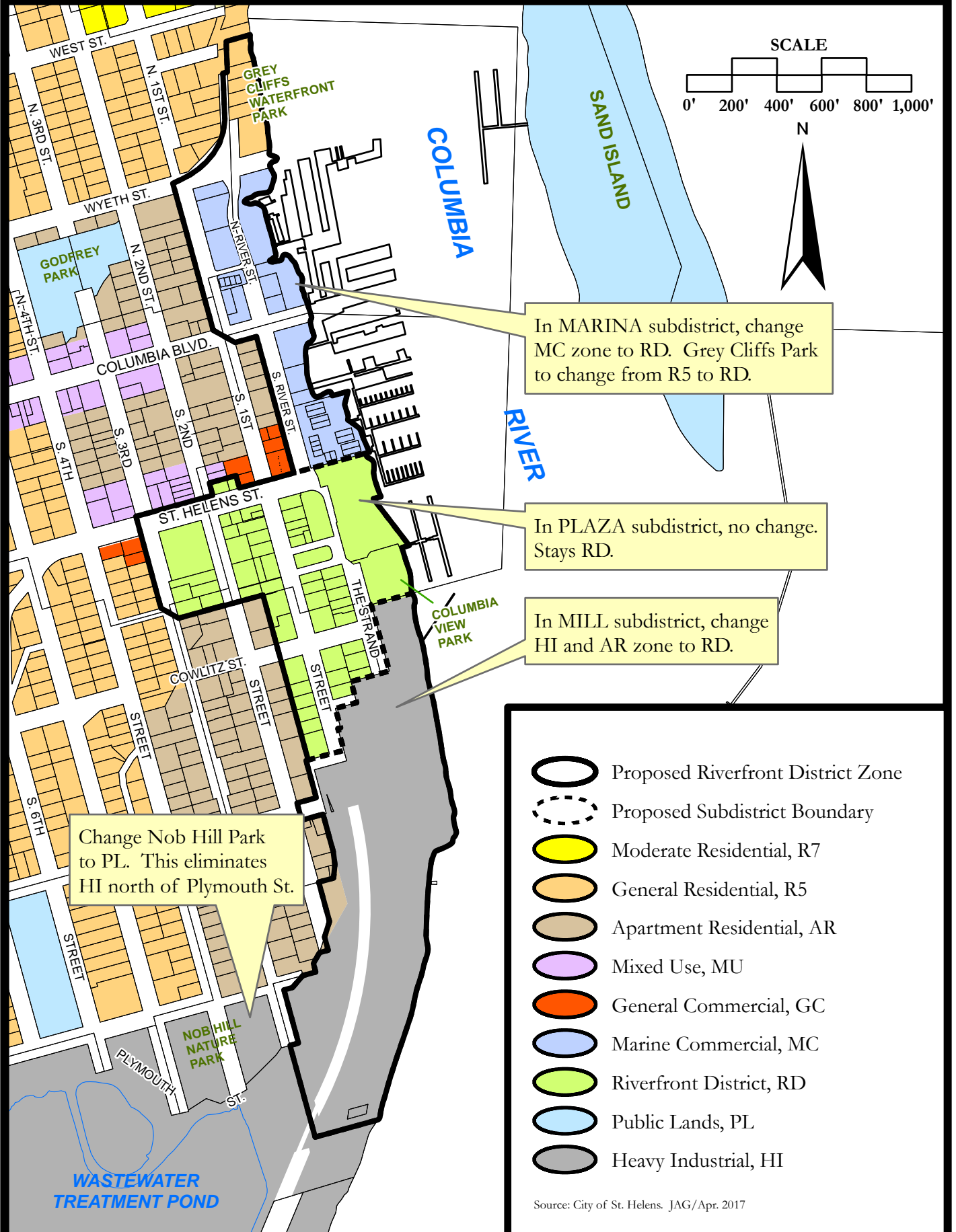
Rick Scholl, Mayor

ATTEST:

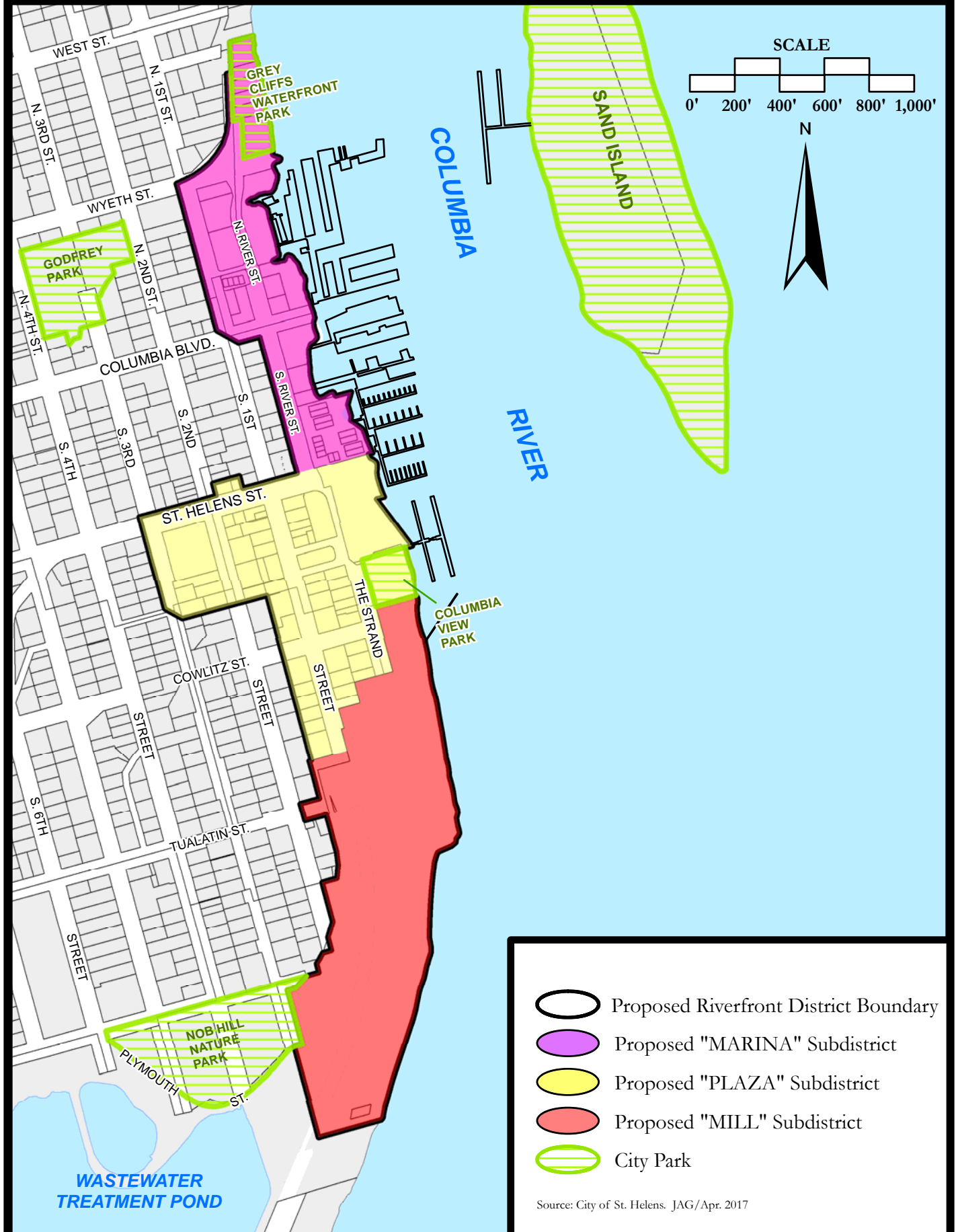
Kathy Payne, City Recorder



ORD NO. 3215 - ATTACHMENT "B" - ZONING



ORD NO. 3215 - ATTACHMENT "C" - SUB DISTRICTS



underline words are added
~~words stricken~~ are deleted

CHAPTER 17.08 AMENDMENTS TO THE CODE AND ZONE DISTRICT MAPS

[...]

17.08.040 Quasi-judicial amendments and standards.

[...]

(1) Quasi-Judicial Amendments and Standards for Making Decisions.

(a) A recommendation or a decision to approve, approve with conditions, or to deny an application for a quasi-judicial amendment shall be based on all of the following standards.

(i) The applicable comprehensive plan policies and map designation; and that the change will not adversely affect the health, safety, and welfare of the community; and

(ii) The applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the comprehensive plan and ordinances; ~~and~~

(iii) The standards applicable of any provision of this code or other applicable implementing ordinance; and

(iv) A proposed change to the St. Helens Zoning District Map that constitutes a spot zoning is prohibited. A proposed change to the St. Helens Comprehensive Plan Map that facilitates a spot zoning is prohibited.

[...]

CHAPTER 17.16 DEFINITIONS

[...]

“Animal hospital” means a place where animals or pets are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use. See “animal sales and services, veterinary.”

“Animal kennel” means any structure or premises in which animals are kept, boarded, bred or trained for commercial gain. See “animal sales and services.”

“Animal sales and services” means establishments or places of business primarily engaged in animal-related sales and services. The following are animal sales and services use types:

“Animal sales and services, grooming” means grooming of dogs, cats, and similar small animals. Typical uses include dog bathing and clipping salons or pet grooming shops.

“Animal sales and services, kennels” means kennel services for dogs, cats, and similar small animals. Typical uses for a business venture include boarding kennels or dog training centers.

“Animal sales and services, retail” means pet stores that includes both live animals for sale and related retail items.

“Animal sales and services, veterinary (large animals)” means veterinary services for large animals. Typical uses include animal hospitals for large animals (horses, sheep) or veterinary hospitals for large animals. Small animals may be included as well.

“Animal sales and services, veterinary (small animals)” means veterinary services for small animals. Typical uses include pet clinics, dog and cat hospitals, or animal hospitals for small animals.

[...]

“Excavation” means the removal, placement, or replacement of earth or manmade materials as necessary to facilitate development of buildings and/or infrastructure, not including natural mineral resources development.

When a property or a portion of it is predominately composed of rock, removal of more rock than the minimum necessary to facilitate development shall be considered “mining and/or quarrying.”

[...]

“Mining and/or quarrying” means the extraction of minerals including: solids, such as sand, gravel, rock, coal and ores; liquids, such as crude petroleum; and gases, such as natural gases. The term also includes quarrying; well operation; milling, such as crushing, screening, washing and flotation; and other preparation customarily done at the mine site or as part of a mining activity.

Also, see “excavation.”

[...]

CHAPTER 17.20

PROCEDURES FOR DECISION-MAKING – LEGISLATIVE

[...]

17.20.120 The standards of the decision.

(1) The recommendation by the commission and the decision by the council shall be based on consideration of the following factors:

(a) The statewide planning goals and guidelines adopted under ORS Chapter 197,

including compliance with the Transportation Planning Rule, as described in SHMC 17.08.060;

(b) Any federal or state statutes or guidelines found applicable;

(c) The applicable comprehensive plan policies, procedures, appendices and maps; ~~and~~

(d) The applicable provisions of the implementing ordinances; ~~and~~

(e) A proposed change to the St. Helens Zoning District Map that constitutes a spot zoning is prohibited. A proposed change to the St. Helens Comprehensive Plan Map that facilitates a spot zoning is prohibited.

[...]

CHAPTER 17.32 ZONES AND USES

Sections:

- 17.32.010 Classification of zones.
- 17.32.020 Zoning district map.
- 17.32.030 Determination of zoning boundaries.
- 17.32.040 Unlisted use – Authorization of similar use.
- 17.32.050 Suburban residential zone – R-10.
- 17.32.060 Moderate residential zone – R-7.
- 17.32.070 General residential zone – R-5.
- 17.32.080 Apartment residential zone – AR.
- 17.32.090 Mobile home residential zone – MHR.
- 17.32.095 Mixed use zone – MU.
- 17.32.100 Highway commercial – HC.
- 17.32.110 General commercial – GC.
- ~~17.32.120 Marine commercial – MC.~~
- 17.32.130 Light industrial – LI.
- 17.32.140 Heavy industrial – HI.
- 17.32.150 Public lands – PL.
- 17.32.160 Willamette Greenway – WG.
- 17.32.170 Riverfront district – RD.
- 17.32.171 Riverfront district – RD, Marina.
- 17.32.172 Riverfront district – RD, Plaza.
- 17.32.173 Riverfront district – RD, Mill.
- ~~17.32.1729~~ RD guidelines adopted.
- ~~17.32.17580~~ Houlton business district – HBD.
- ~~17.32.180 Waterfront redevelopment overlay district – WROD.~~

17.32.010 Classification of zones.

All areas within the corporate limits of the city of St. Helens are divided into zoning districts. The use of each tract and ownership of land within the corporate limits is limited to those uses permitted by the zoning classification applicable to each such tract as designated in the following table. The zoning districts within the city of St. Helens are hereby classified and designated as follows:

Suburban Residential	R-10
Moderate Residential	R-7
General Residential	R-5
Apartment Residential	AR
Mobile Home Residential	MHR
Mixed Use	MU
Highway Commercial	HC
General Commercial	GC
Marine Commercial	MC
Light Industrial	LI
Heavy Industrial	HI
Willamette Greenway	WG
Public Lands	PL
Riverfront District	RD
Houlton Business District	HBD

[...]

17.32.050 Suburban Residential Zone – R10

[...]

(5) ~~Additional Requirements. All Chapters of the Development Code apply.~~

~~(a) Residential density transition, SHMC 17.56.040.~~

~~(b) Overlay districts chapters:~~

~~(i) 17.148, Planned Development,~~

~~(ii) 17.36, Historic Sites and Overlay District,~~

~~(iii) 17.44, Sensitive Lands, and~~

~~(iv) 17.48, Solar Access Requirements.~~

~~(c) Supplemental provisions chapters:~~

~~(i) 17.52, Environmental Performance Standards,~~

~~(ii) 17.56, Density Computations,~~

- ~~(iii) 17.60, Manufactured/Mobile Home Regulations,~~
- ~~(iv) 17.64, Additional Yard Setback Requirements and Exceptions,~~
- ~~(v) 17.68, Building Height Limitations—Exceptions,~~
- ~~(vi) 17.72, Landscaping and Screening,~~
- ~~(vii) 17.76, Visual Clearance Areas,~~
- ~~(viii) 17.80, Off-Street Parking and Loading Requirements,~~
- ~~(ix) 17.84, Access, Egress, and Circulation, and~~
- ~~(x) 17.88, Signs.~~
- ~~(d) Site development review, Chapter 17.96 SHMC.~~
- ~~(e) Development and administration chapters:~~
 - ~~(i) 17.100, Conditional Use,~~
 - ~~(ii) 17.104, Nonconforming Situations,~~
 - ~~(iii) 17.108, Variance,~~
 - ~~(iv) 17.116, Temporary Uses,~~
 - ~~(v) 17.120, Home Occupations,~~
 - ~~(vi) 17.124, Accessory Structures, and~~
 - ~~(vii) 17.132, Tree Removal.~~
- ~~(f) Land division chapters:~~
 - ~~(i) 17.136, Land Division—Subdivision,~~
 - ~~(ii) 17.140, Land Division—Land Partitioning—Lot Line Adjustment,~~
 - ~~(iii) 17.152, Street and Utility Improvement Standards, and~~
 - ~~(iv) 17.144, Expedited Land Divisions.~~

[...]

17.32.060 Moderate Residential Zone – R7

[...]

(3) Conditional Uses (See Chapter 17.100 SHMC). In an R-7 zone, the following conditional uses may be permitted upon application:

- (a) Auxiliary dwelling units.
- (b) Bed and breakfast, homestay, boarding house.
- (c) Children's day care/day nursery.
- (d) Community recreation ~~including structures~~ facility.
- ~~(e) Cultural exhibits and library services.~~
- ~~(e) (f)~~ Duplex residential units.
- ~~(f) (g)~~ Neighborhood store/plaza.
- ~~(g) (h)~~ Elderly/convalescent home.
- ~~(h) (i)~~ Private park.
- ~~(i) (j)~~ Public facilities, major.
- ~~(j) (k)~~ Public safety facilities.
- ~~(k) (l)~~ Religious assembly.

[...]

(5) ~~Additional Requirements.~~ All Chapters of the Development Code apply.

- ~~(a) Residential density transition, SHMC-17.56.040.~~
- ~~(b) Overlay districts chapters:~~
 - ~~(i) 17.148, Planned Development,~~
 - ~~(ii) 17.36, Historic Sites and Overlay District,~~
 - ~~(iii) 17.44, Sensitive Lands, and~~
 - ~~(iv) 17.48, Solar Access Requirements.~~
- ~~(c) Supplemental provisions chapters:~~
 - ~~(i) 17.52, Environmental Performance Standards,~~
 - ~~(ii) 17.56, Density Computations,~~
 - ~~(iii) 17.60, Manufactured/Mobile Home Regulations,~~
 - ~~(iv) 17.64, Additional Yard Setback Requirements and Exceptions,~~
 - ~~(v) 17.68, Building Height Limitations—Exceptions,~~
 - ~~(vi) 17.72, Landscaping and Screening,~~
 - ~~(vii) 17.76, Visual Clearance Areas,~~
 - ~~(viii) 17.80, Off-Street Parking and Loading Requirements,~~
 - ~~(ix) 17.84, Access, Egress, and Circulation, and~~
 - ~~(x) 17.88, Signs.~~
- ~~(d) Site development review, Chapter 17.96 SHMC.~~
- ~~(e) Development and administration chapters:~~
 - ~~(i) 17.100, Conditional Use,~~
 - ~~(ii) 17.104, Nonconforming Situations,~~
 - ~~(iii) 17.108, Variance,~~
 - ~~(iv) 17.116, Temporary Uses,~~
 - ~~(v) 17.120, Home Occupations,~~
 - ~~(vi) 17.124, Accessory Structures, and~~
 - ~~(vii) 17.132, Tree Removal.~~
- ~~(f) Land division chapters:~~
 - ~~(i) 17.136, Land Division—Subdivision,~~
 - ~~(ii) 17.140, Land Division—Land Partitioning—Lot Line Adjustment,~~
 - ~~(iii) 17.152, Street and Utility Improvement Standards, and~~
 - ~~(iv) 17.144, Expedited Land Divisions.~~

[...]

17.32.070 General Residential Zone – R5

[...]

- (5) Additional Requirements. All Chapters of the Development Code apply.
 - ~~(a) Residential density transition, SHMC-17.56.040.~~
 - ~~(b) Overlay districts chapters:~~
 - ~~(i) 17.148, Planned Development,~~
 - ~~(ii) 17.36, Historic Sites and Overlay District,~~
 - ~~(iii) 17.44, Sensitive Lands, and~~
 - ~~(iv) 17.48, Solar Access Requirements.~~
 - ~~(c) Supplemental provisions chapters:~~

- (i) ~~17.52, Environmental Performance Standards,~~
- (ii) ~~17.56, Density Computations,~~
- (iii) ~~17.60, Manufactured/Mobile Home Regulations,~~
- (iv) ~~17.64, Additional Yard Setback Requirements and Exceptions,~~
- (v) ~~17.68, Building Height Limitations—Exceptions,~~
- (vi) ~~17.72, Landscaping and Screening,~~
- (vii) ~~17.76, Visual Clearance Areas,~~
- (viii) ~~17.80, Off Street Parking and Loading Requirements,~~
- (ix) ~~17.84, Access, Egress, and Circulation, and~~
- (x) ~~17.88, Signs.~~
- (d) ~~Site development review, Chapter 17.96 SHMC.~~
- (e) ~~Development and administration chapters:~~
 - (i) ~~17.100, Conditional Use,~~
 - (ii) ~~17.104, Nonconforming Situations,~~
 - (iii) ~~17.108, Variance,~~
 - (iv) ~~17.116, Temporary Uses,~~
 - (v) ~~17.120, Home Occupations,~~
 - (vi) ~~17.124, Accessory Structures, and~~
 - (vii) ~~17.132, Tree Removal.~~
- (f) ~~Land division chapters:~~
 - (i) ~~17.136, Land Division—Subdivision,~~
 - (ii) ~~17.140, Land Division—Land Partitioning—Lot Line Adjustment,~~
 - (iii) ~~17.152, Street and Utility Improvement Standards, and~~
 - (iv) ~~17.144, Expedited Land Divisions.~~

[...]

17.32.080 Apartment Residential Zone – AR

[...]

- (5) Additional Requirements. All Chapters of the Development Code apply.
 - (a) ~~Residential density transition, SHMC 17.56.040.~~
 - (b) ~~Overlay districts chapters:~~
 - (i) ~~17.148, Planned Development,~~
 - (ii) ~~17.36, Historic Sites and Overlay District,~~
 - (iii) ~~17.44, Sensitive Lands, and~~
 - (iv) ~~17.48, Solar Access Requirements.~~
 - (c) ~~Supplemental provisions chapters:~~
 - (i) ~~17.52, Environmental Performance Standards,~~
 - (ii) ~~17.56, Density Computations,~~
 - (iii) ~~17.60, Manufactured/Mobile Home Regulations,~~
 - (iv) ~~17.64, Additional Yard Setback Requirements and Exceptions,~~
 - (v) ~~17.68, Building Height Limitations—Exceptions,~~
 - (vi) ~~17.72, Landscaping and Screening,~~
 - (vii) ~~17.76, Visual Clearance Areas,~~

- ~~(viii) 17.80, Off-Street Parking and Loading Requirements,~~
- ~~(ix) 17.84, Access, Egress, and Circulation, and~~
- ~~(x) 17.88, Signs.~~
- ~~(d) Site development review, Chapter 17.96 SHMC.~~
- ~~(e) Development and administration chapters:~~
 - ~~(i) 17.100, Conditional Use,~~
 - ~~(ii) 17.104, Nonconforming Situations,~~
 - ~~(iii) 17.108, Variance,~~
 - ~~(iv) 17.116, Temporary Uses,~~
 - ~~(v) 17.120, Home Occupations,~~
 - ~~(vi) 17.124, Accessory Structures, and~~
 - ~~(vii) 17.132, Tree Removal.~~
- ~~(f) Land division chapters:~~
 - ~~(i) 17.136, Land Division—Subdivision,~~
 - ~~(ii) 17.140, Land Division—Land Partitioning—Lot Line Adjustment,~~
 - ~~(iii) 17.152, Street and Utility Improvement Standards, and~~
 - ~~(iv) 17.144, Expedited Land Divisions.~~

[...]

17.32.090 Mobile Home Residential Zone – MHR

[...]

- (5) Additional Requirements: All Chapters of the Development Code apply.
 - ~~(a) Residential density transition, SHMC 17.56.040.~~
 - ~~(b) Overlay districts chapters:~~
 - ~~(i) 17.148, Planned Development,~~
 - ~~(ii) 17.36, Historic Sites and Overlay District,~~
 - ~~(iii) 17.44, Sensitive Lands, and~~
 - ~~(iv) 17.48, Solar Access Requirements.~~
 - ~~(c) Supplemental provisions chapters:~~
 - ~~(i) 17.52, Environmental Performance Standards,~~
 - ~~(ii) 17.56, Density Computations,~~
 - ~~(iii) 17.60, Manufactured/Mobile Home Regulations,~~
 - ~~(iv) 17.64, Additional Yard Setback Requirements and Exceptions,~~
 - ~~(v) 17.68, Building Height Limitations—Exceptions,~~
 - ~~(vi) 17.72, Landscaping and Screening,~~
 - ~~(vii) 17.76, Visual Clearance Areas,~~
 - ~~(viii) 17.80, Off-Street Parking and Loading Requirements,~~
 - ~~(ix) 17.84, Access, Egress, and Circulation, and~~
 - ~~(x) 17.88, Signs.~~
 - ~~(d) Site development review, Chapter 17.96 SHMC.~~
 - ~~(e) Development and administration chapters:~~
 - ~~(i) 17.100, Conditional Use,~~
 - ~~(ii) 17.104, Nonconforming Situations,~~

- ~~(iii) 17.108, Variance,~~
- ~~(iv) 17.116, Temporary Uses,~~
- ~~(v) 17.120, Home Occupations,~~
- ~~(vi) 17.124, Accessory Structures, and~~
- ~~(vii) 17.132, Tree Removal.~~
- ~~(f) Land division chapters:~~
 - ~~(i) 17.136, Land Division—Subdivision,~~
 - ~~(ii) 17.140, Land Division—Land Partitioning—Lot Line Adjustment,~~
 - ~~(iii) 17.152, Street and Utility Improvement Standards, and~~
 - ~~(iv) 17.144, Expedited Land Divisions.~~

[...]

17.32.095 Mixed Use Zone – MU

[...]

(2) Uses Permitted Outright. In an MU zone, the following uses are permitted outright subject to the provisions of this code and especially the chapter on site development review (Chapter 17.96 SHMC):

- (a) Animal sales and services: grooming, kennels, retail and veterinary (small animals).
- ~~(a)~~ (b) Car washes.
- ~~(b)~~ (c) Congregate housing.

[editor's note – re-lettering to continue through list of permitted uses]

[...]

(3) Conditional Uses. In the MU zone, the following conditional uses may be permitted upon application, subject to provision of Chapter 17.100 SHMC and other relevant sections of this code:

- (a) Auxiliary dwelling units.
- (b) Amusement services.
- ~~(c) Animal sales and services, grooming, kennels, and veterinary (small animals).~~
- ~~(d)~~ (c) Bar.
- ~~(e)~~ (d) Bed and breakfast facilities, homestay, and boarding house.

[editor's note – re-lettering to continue through list of conditional uses]

[...]

(5) ~~Additional Requirements.~~ All Chapters of the Development Code apply.

- ~~(a) Residential density transition, SHMC 17.56.040.~~
- ~~(b) Overlay districts chapters:~~
 - ~~(i) 17.148, Planned Development,~~
 - ~~(ii) 17.36, Historic Sites and Overlay District,~~

- ~~(iii) 17.44, Sensitive Lands, and~~
- ~~(iv) 17.48, Solar Access Requirements.~~
- ~~(c) Supplemental provisions chapters:~~
 - ~~(i) 17.52, Environmental Performance Standards,~~
 - ~~(ii) 17.56, Density Computations,~~
 - ~~(iii) 17.60, Manufactured/Mobile Home Regulations,~~
 - ~~(iv) 17.64, Additional Yard Setback Requirements and Exceptions,~~
 - ~~(v) 17.68, Building Height Limitations—Exceptions,~~
 - ~~(vi) 17.72, Landscaping and Screening,~~
 - ~~(vii) 17.76, Visual Clearance Areas,~~
 - ~~(viii) 17.80, Off-Street Parking and Loading Requirements,~~
 - ~~(ix) 17.84, Access, Egress, and Circulation, and~~
 - ~~(x) 17.88, Signs.~~
- ~~(d) Site development review, Chapter 17.96 SHMC.~~
- ~~(e) Development and administration chapters:~~
 - ~~(i) 17.100, Conditional Use,~~
 - ~~(ii) 17.104, Nonconforming Situations,~~
 - ~~(iii) 17.108, Variance,~~
 - ~~(iv) 17.116, Temporary Uses,~~
 - ~~(v) 17.120, Home Occupations,~~
 - ~~(vi) 17.124, Accessory Structures, and~~
 - ~~(vii) 17.132, Tree Removal.~~
- ~~(f) Land division chapters:~~
 - ~~(i) 17.136, Land Division—Subdivision,~~
 - ~~(ii) 17.140, Land Division—Land Partitioning—Lot Line Adjustment,~~
 - ~~(iii) 17.152, Street and Utility Improvement Standards, and~~
 - ~~(iv) 17.144, Expedited Land Divisions.~~

[...]

17.32.100 Highway Commercial – HC

[...]

(2) Uses Permitted Outright. In an HC zone, the following uses are permitted outright subject to the provisions of this code and in particular the chapter on site development review (Chapter 17.96 SHMC):

(a) Animal sales and services: grooming, kennels, retail, veterinary (small animals), and veterinary (large animals).

~~(a)~~ (b) Boat, trailer and recreational vehicle equipment sales, service and repair.

~~(b)~~ (c) Building supply firms that conduct business completely within an enclosed building except for outdoor storage.

[editor's note – re-lettering to continue through list of permitted uses]

[...]

(3) Conditional Uses. In the HC zone, the following conditional uses may be permitted upon application, subject to provision of Chapter 17.100 SHMC and other relevant sections of this code:

- (a) Amusement services.
- ~~(b) Animal sales and services, grooming, kennels, and veterinary (small animals).~~
- ~~(c) (b)~~ Dry cleaners and laundromats.
- ~~(d) (c)~~ Dwelling units above outright permitted uses.

[editor's note – re-lettering to continue through list of conditional uses]

[...]

(5) ~~Additional Requirements. All Chapters of the Development Code apply.~~

- ~~(a) Residential density transition, SHMC-17.56.040.~~
- ~~(b) Overlay districts chapters:~~
 - ~~(i) 17.148, Planned Development,~~
 - ~~(ii) 17.36, Historic Sites and Overlay District,~~
 - ~~(iii) 17.44, Sensitive Lands, and~~
- ~~(c) Supplemental provisions chapters:~~
 - ~~(i) 17.52, Environmental Performance Standards,~~
 - ~~(ii) 17.56, Density Computations,~~
 - ~~(iii) 17.60, Manufactured/Mobile Home Regulations,~~
 - ~~(iv) 17.64, Additional Yard Setback Requirements and Exceptions,~~
 - ~~(v) 17.68, Building Height Limitations—Exceptions,~~
 - ~~(vi) 17.72, Landscaping and Screening,~~
 - ~~(vii) 17.76, Visual Clearance Areas,~~
 - ~~(viii) 17.80, Off Street Parking and Loading Requirements,~~
 - ~~(ix) 17.84, Access, Egress, and Circulation, and~~
 - ~~(x) 17.88, Signs.~~
- ~~(d) Site development review, Chapter 17.96 SHMC.~~
- ~~(e) Development and administration chapters:~~
 - ~~(i) 17.100, Conditional Use,~~
 - ~~(ii) 17.104, Nonconforming Situations,~~
 - ~~(iii) 17.108, Variance,~~
 - ~~(iv) 17.116, Temporary Uses,~~
 - ~~(v) 17.120, Home Occupations,~~
 - ~~(vi) 17.124, Accessory Structures, and~~
 - ~~(vii) 17.132, Tree Removal.~~
- ~~(f) Land division chapters:~~
 - ~~(i) 17.136, Land Division—Subdivision,~~
 - ~~(ii) 17.140, Land Division—Land Partitioning—Lot Line Adjustment,~~
 - ~~(iii) 17.152, Street and Utility Improvement Standards, and~~
 - ~~(iv) 17.144, Expedited Land Divisions.~~

[...]

17.32.110 General Commercial – GC

[...]

(2) Uses Permitted Outright. In a GC zone, the following uses are permitted outright subject to the provisions of this code and especially the chapter on site development review (Chapter 17.96 SHMC):

(a) Animal sales and services: grooming, kennels, retail, veterinary (small animals), and veterinary (large animals).

~~(a)~~ (b) Car washes.

~~(b)~~ (c) Cultural and library services.

[editor's note – re-lettering to continue through list of permitted uses]

[...]

(3) Conditional Uses. In the GC zone, the following conditional uses may be permitted upon application, subject to provision of Chapter 17.100 SHMC and other relevant sections of this code:

(a) Amusement services.

~~(b) Animal sales and services, grooming, kennels, and veterinary (small animals).~~

~~(c)~~ (b) Bar.

~~(d)~~ (c) Bed and breakfast facilities, homestay, and boarding house.

[editor's note – re-lettering to continue through list of conditional uses]

[...]

(5) ~~Additional Requirements.~~ All Chapters of the Development Code apply.

~~(a) Residential density transition, SHMC 17.56.040.~~

~~(b) Overlay districts chapters:~~

~~(i) 17.148, Planned Development,~~

~~(ii) 17.36, Historic Sites and Overlay District,~~

~~(iii) 17.44, Sensitive Lands, and~~

~~(c) Supplemental provisions chapters:~~

~~(i) 17.52, Environmental Performance Standards,~~

~~(ii) 17.56, Density Computations,~~

~~(iii) 17.60, Manufactured/Mobile Home Regulations,~~

~~(iv) 17.64, Additional Yard Setback Requirements and Exceptions,~~

~~(v) 17.68, Building Height Limitations—Exceptions,~~

~~(vi) 17.72, Landscaping and Screening,~~

~~(vii) 17.76, Visual Clearance Areas,~~

~~(viii) 17.80, Off-Street Parking and Loading Requirements,~~

~~(ix) 17.84, Access, Egress, and Circulation, and~~

~~(x) 17.88, Signs.~~

- ~~(d) Site development review, Chapter 17.96 SHMC.~~
- ~~(e) Development and administration chapters:~~
 - ~~(i) 17.100, Conditional Use,~~
 - ~~(ii) 17.104, Nonconforming Situations,~~
 - ~~(iii) 17.108, Variance,~~
 - ~~(iv) 17.116, Temporary Uses,~~
 - ~~(v) 17.120, Home Occupations,~~
 - ~~(vi) 17.124, Accessory Structures, and~~
 - ~~(vii) 17.132, Tree Removal.~~
- ~~(f) Land division chapters:~~
 - ~~(i) 17.136, Land Division—Subdivision,~~
 - ~~(ii) 17.140, Land Division—Land Partitioning—Lot Line Adjustment,~~
 - ~~(iii) 17.152, Street and Utility Improvement Standards, and~~
 - ~~(iv) 17.144, Expedited Land Divisions.~~

[...]

17.32.120 Marine Commercial—MC

~~(1) Purpose. The MC zone is intended to encourage a wide range of water-related activities both commercial and residential.~~

~~(2) Uses Permitted Outright. In the MC zone the following uses are permitted outright subject to the provisions of this code and especially the site development review chapter (Chapter 17.96 SHMC):~~

- ~~(a) Boathouses.~~
- ~~(b) Boat launching or moorage facilities and marine boat charter services.~~
- ~~(c) Boat or marine equipment sales, service, storage, rental, or repair (including gas for marine vehicle use).~~
- ~~(d) Dwellings located above permitted uses (use AR standards, except yard requirements, which are based on the use at ground level below the dwelling or dwellings).~~
- ~~(e) Eating and drinking establishments including carry out.~~
- ~~(f) Home occupation in dwelling unit (per Chapter 17.120 SHMC).~~
- ~~(g) Hotels and motels.~~
- ~~(h) Houseboats.~~
- ~~(i) Parking lots.~~
- ~~(j) Public facility, minor.~~
- ~~(k) Public parks and public recreational facilities.~~
- ~~(l) Retail sale of sporting goods, groceries, and similar commodities required by marine recreationists.~~
- ~~(m) Retail sale of handiwork and tourist goods.~~
- ~~(n) Marine related club facility.~~

~~(3) Conditional Uses. In the MC zone the following uses may be permitted upon approval subject to the provisions of this code, especially those in Chapter 17.100 SHMC for conditional uses:~~

- ~~(a) Commercial amusement and recreational facilities.~~
- ~~(b) Multidwelling units (must comply with AR standards and other applicable sections of~~

this code).

- ~~(c) Private parks.~~
- ~~(d) Public facilities, major.~~
- ~~(e) Travel trailer parks.~~

~~(4) Standards. In the MC zone the following standards shall apply:~~

~~(a) The maximum building height shall be determined on a case by case basis (see SHMC 17.68.040).~~

~~(b) Outdoor storage abutting or facing a lot in a residential zone shall comply with Chapter 17.72-SHMC.~~

~~(c) The maximum lot coverage including all impervious surfaces shall be 90 percent.~~

~~(d) The minimum landscaping shall be 10 percent of gross land area associated with the use.~~

~~(5) Additional Requirements.~~

~~(a) Residential density transition, SHMC 17.56.040.~~

~~(b) Overlay districts chapters:~~

- ~~(i) 17.148, Planned Development,~~
- ~~(ii) 17.36, Historic Sites and Overlay District,~~
- ~~(iii) 17.44, Sensitive Lands, and~~
- ~~(iv) 17.48, Solar Access Requirements.~~

~~(c) Supplemental provisions chapters:~~

- ~~(i) 17.52, Environmental Performance Standards,~~
- ~~(ii) 17.56, Density Computations,~~
- ~~(iii) 17.60, Manufactured/Mobile Home Regulations,~~
- ~~(iv) 17.64, Additional Yard Setback Requirements and Exceptions,~~
- ~~(v) 17.68, Building Height Limitations—Exceptions,~~
- ~~(vi) 17.72, Landscaping and Screening,~~
- ~~(vii) 17.76, Visual Clearance Areas,~~
- ~~(viii) 17.80, Off Street Parking and Loading Requirements,~~
- ~~(ix) 17.84, Access, Egress, and Circulation, and~~
- ~~(x) 17.88, Signs.~~

~~(d) Site development review, Chapter 17.96 SHMC.~~

~~(e) Development and administration chapters:~~

- ~~(i) 17.100, Conditional Use,~~
- ~~(ii) 17.104, Nonconforming Situations,~~
- ~~(iii) 17.108, Variance,~~
- ~~(iv) 17.116, Temporary Uses,~~
- ~~(v) 17.120, Home Occupations,~~
- ~~(vi) 17.124, Accessory Structures, and~~
- ~~(vii) 17.132, Tree Removal.~~

~~(f) Land division chapters:~~

- ~~(i) 17.136, Land Division—Subdivision,~~
- ~~(ii) 17.140, Land Division—Land Partitioning—Lot Line Adjustment,~~
- ~~(iii) 17.152, Street and Utility Improvement Standards, and~~
- ~~(iv) 17.144, Expedited Land Divisions.~~

[...]

17.32.130 Light Industrial – LI

[...]

(2) Uses Permitted Outright. In the LI zone the following buildings and uses are permitted after compliance with the provisions of this section and others of this code:

(a) Agricultural supplies/sales, machinery sales and repairs but not slaughterhouses or tanneries.

(b) Animal sales and services: kennels, veterinary (small animals), and veterinary (large animals).

~~(b)~~ (c) Auction sales, services and repairs.

~~(c)~~ (d) Boat repairs.

[editor's note – re-lettering to continue through list of permitted uses]

[...]

(3) Conditional Uses. In the LI zone, in addition to the buildings and uses permitted outright, a conditional use permit can be granted for the following buildings and uses:

~~(a) Animal hospitals and dog kennels/pounds.~~

~~(b)~~ (a) Bar.

~~(c)~~ (b) Child care facilities.

[editor's note – re-lettering to continue through list of conditional uses]

[...]

(4) Standards.

(a) The standards for the LI zone shall be determined by the proximity to residential zones and the anticipated off-site impacts. ~~Further standards shall be in accordance with the following:~~

~~(a) Overlay districts chapters:~~

~~(i) 17.148, Planned Development,~~

~~(ii) 17.36, Historic Sites and Overlay District, and~~

~~(iii) 17.44, Sensitive Lands.~~

~~(b) Supplemental provisions chapters:~~

~~(i) 17.52, Environmental Performance Standards,~~

~~(ii) 17.56, Density Computations,~~

~~(iii) 17.60, Manufactured/Mobile Home Regulations,~~

~~(iv) 17.64, Additional Yard Setback Requirements and Exceptions,~~

~~(v) 17.68, Building Height Limitations—Exceptions,~~

~~(vi) 17.72, Landscaping and Screening,~~

~~(vii) 17.76, Visual Clearance Areas,~~

~~(viii) 17.80, Off-Street Parking and Loading Requirements,~~

~~(ix) 17.84, Access, Egress, and Circulation, and~~

- ~~(x) 17.88, Signs.~~
- ~~(c) Site development review, Chapter 17.96 SHMC.~~
- ~~(d) Development and administration chapters:~~
 - ~~(i) 17.100, Conditional Use,~~
 - ~~(ii) 17.104, Nonconforming Situations,~~
 - ~~(iii) 17.108, Variance,~~
 - ~~(iv) 17.116, Temporary Uses,~~
 - ~~(v) 17.120, Home Occupations,~~
 - ~~(vi) 17.124, Accessory Structures, and~~
 - ~~(vii) 17.132, Tree Removal.~~
- ~~(e) Land division chapters:~~
 - ~~(i) 17.136, Land Division — Subdivision,~~
 - ~~(ii) 17.140, Land Division — Land Partitioning — Lot Line Adjustment,~~
 - ~~(iii) 17.152, Street and Utility Improvement Standards, and~~
 - ~~(iv) 17.144, Expedited Land Divisions.~~
- ~~(f) (b) The maximum height within 100 feet of any residential zone shall be 35 feet.~~
- (5) All Chapters of the Development Code apply.

[...]

17.32.140 Heavy Industrial – HI

[...]

(4) Standards. The standards for the HI zone shall be determined by the proximity to residential zones and the anticipated off-site impacts.

(a) No off-site impacts are permitted which exceed the standards of this code on lands permitting dwellings.

(b) The city noise ordinance and adopted DEQ regulations for locations near noise-sensitive uses such as dwellings, churches, schools and hospitals shall be the noise standard for off-site impacts.

(c) Vibrations that are continuous, frequent or repetitive and discernible to a person of normal sensibilities on nonindustrial zoned lands are prohibited except as listed below (continuous, frequent or repetitive vibrations shall not exceed 0.002g peak on nonindustrial lands):

(i) Vibrations from temporary construction and vehicles which leave the site, such as trucks, trains, and helicopters, are excluded. Vibrations from primarily on-site vehicles and equipment are included.

(ii) Vibrations of no more than five minutes in any one day shall not be deemed continuous, frequent or repetitive for this regulation.

(d) Glare shall not directly or indirectly from reflection cause illumination in excess of 0.5 foot candles on nonindustrial zoned lands. Glare is illumination caused by incandescent, fluorescent or arc lighting or from high temperature processes such as welding or metallurgical refining.

(e) No off-site impacts from odor, dust, smoke, gas or chemical contaminants shall exceed the applicable local, state or federal standards.

(f) The maximum height within 100 feet of any residential zone shall be 35 feet.

(5) Additional Requirements. All Chapters of the Development Code apply.

~~(a) Overlay districts chapters:~~

- ~~(i) 17.148, Planned Development,~~
- ~~(ii) 17.36, Historic Sites and Overlay District, and~~
- ~~(iii) 17.44, Sensitive Lands.~~

~~(b) Supplemental provisions chapters:~~

- ~~(i) 17.52, Environmental Performance Standards,~~
- ~~(ii) 17.56, Density Computations,~~
- ~~(iii) 17.60, Manufactured/Mobile Home Regulations,~~
- ~~(iv) 17.64, Additional Yard Setback Requirements and Exceptions,~~
- ~~(v) 17.68, Building Height Limitations—Exceptions,~~
- ~~(vi) 17.72, Landscaping and Screening,~~
- ~~(vii) 17.76, Visual Clearance Areas,~~
- ~~(viii) 17.80, Off-Street Parking and Loading Requirements,~~
- ~~(ix) 17.84, Access, Egress, and Circulation, and~~
- ~~(x) 17.88, Signs.~~

~~(c) Site development review, Chapter 17.96 SHMC.~~

~~(d) Development and administration chapters:~~

- ~~(i) 17.100, Conditional Use,~~
- ~~(ii) 17.104, Nonconforming Situations,~~
- ~~(iii) 17.108, Variance,~~
- ~~(iv) 17.116, Temporary Uses,~~
- ~~(v) 17.120, Home Occupations,~~
- ~~(vi) 17.124, Accessory Structures, and~~
- ~~(vii) 17.132, Tree Removal.~~

~~(e) Land division chapters:~~

- ~~(i) 17.136, Land Division—Subdivision,~~
- ~~(ii) 17.140, Land Division—Land Partitioning—Lot Line Adjustment,~~
- ~~(iii) 17.152, Street and Utility Improvement Standards, and~~
- ~~(iv) 17.144, Expedited Land Divisions.~~

~~(f) The maximum height within 100 feet of any residential zone shall be 35 feet.~~

[...]

17.32.150 Public Lands – PL

[...]

(5) Additional Requirements. All Chapters of the Development Code apply.

~~(a) Overlay districts chapters:~~

- ~~(i) 17.148, Planned Development,~~
- ~~(ii) 17.36, Historic Sites and Overlay District, and~~
- ~~(iii) 17.44, Sensitive Lands.~~

~~(b) Supplemental provisions chapters:~~

- (i) 17.52, Environmental Performance Standards,
- (ii) 17.56, Density Computations,
- (iii) 17.60, Manufactured/Mobile Home Regulations,
- (iv) 17.64, Additional Yard Setback Requirements and Exceptions,
- (v) 17.68, Building Height Limitations—Exceptions,
- (vi) 17.72, Landscaping and Screening,
- (vii) 17.76, Visual Clearance Areas,
- (viii) 17.80, Off Street Parking and Loading Requirements,
- (ix) 17.84, Access, Egress, and Circulation, and
- (x) 17.88, Signs.
- (c) Site development review, Chapter 17.96 SHMC.
- (d) Development and administration chapters:
 - (i) 17.100, Conditional Use,
 - (ii) 17.104, Nonconforming Situations,
 - (iii) 17.108, Variance,
 - (iv) 17.116, Temporary Uses,
 - (v) 17.120, Home Occupations,
 - (vi) 17.124, Accessory Structures, and
 - (vii) 17.132, Tree Removal.
- (e) Land division chapters:
 - (i) 17.136, Land Division—Subdivision,
 - (ii) 17.140, Land Division—Land Partitioning—Lot Line Adjustment,
 - (iii) 17.152, Street and Utility Improvement Standards, and
 - (iv) 17.144, Expedited Land Divisions.

[...]

17.32.170 Riverfront District – RD.

The Riverfront District represents the lands along the St. Helens waterfront that are not designated principally as industrial or residential. These lands provide a mix of uses and generally have greater public access and interaction with the Columbia River or Multnomah Channel. The Riverfront District is divided into sub-districts as follows and as depicted by Ordinance No. 3215, Attachment C:

<u>Marina</u>	<u>RD, Marina</u>	<u>SHMC 17.32.171</u>
<u>Plaza</u>	<u>RD, Plaza</u>	<u>SHMC 17.32.172</u>
<u>Mill</u>	<u>RD, Mill</u>	<u>SHMC 17.32.173</u>

17.32.171 Riverfront District – RD, Marina.

(1) Purpose. The Marina sub-district is intended to encourage a wide range of water-related activities both commercial and residential. This is the northernmost area of the Riverfront District and an area historically occupied by marinas and related uses.

(2) Uses Permitted Outright. In the Marina sub-district the following uses are permitted outright subject to the provisions of this code and especially the site development review chapter (Chapter 17.96 SHMC):

- (a) Boathouses.
- (b) Boat launching or moorage facilities and marine boat charter services.
- (c) Boat or marine equipment sales, service, storage, rental, or repair (including gas for marine vehicle use).
- (d) Dwellings located above permitted uses (use AR standards, except yard requirements, which are based on the use at ground level below the dwelling or dwellings).
- (e) Eating and drinking establishments including carry-out.
- (f) Home occupation in dwelling unit (per Chapter 17.120 SHMC).
- (g) Hotels and motels.
- (h) Houseboats.
- (i) Parking lots.
- (j) Public facility, minor.
- (k) Public parks and public recreational facilities.
- (l) Retail sale of sporting goods, groceries, and similar commodities required by marine recreationists.
- (m) Retail sale of handicraft and tourist goods.
- (n) Marine-related club facility.

(3) Conditional Uses. In the Marina sub-district the following uses may be permitted upon approval subject to the provisions of this code, especially those in Chapter 17.100 SHMC for conditional uses:

- (a) Commercial amusement and recreational facilities.
- (b) Multidwelling units (must comply with AR standards and other applicable sections of this code).
- (c) Private parks.
- (d) Public facilities, major.
- (e) Travel trailer parks.

(4) Standards. In the Marina sub-district the following standards shall apply:

- (a) The maximum building height shall be determined on a case by case basis (also see SHMC 17.68.040).
- (b) Outdoor storage abutting or facing a lot in a residential zone shall comply with Chapter 17.72 SHMC.
- (c) The maximum lot coverage including all impervious surfaces shall be 90 percent.
- (d) The minimum landscaping shall be 10 percent of gross land area associated with the use.

(5) All chapters of the Development Code apply except as modified herein.

17.32.172 Riverfront District – RD, Plaza.

(1) Purposes. The ~~RD zone~~ Plaza sub-district is intended to provide an innovative and

flexible zoning category that may be used to implement the St. Helens comprehensive plan economic goals and policies and the strategic plan goals and policies for economic development. The strategy is to provide opportunities for traditional neighborhood design and mixed residential and commercial uses in redeveloping riverfront district areas. The ~~RD-zone~~ Plaza sub-district is designed to preserve and revitalize older developed areas, by eliminating nonconformities, providing for more mixed use development in individual buildings, and other more flexible development regulations which acknowledge the developed nature of the properties involved. The ~~RD-zone~~ Plaza sub-district also allows for the establishment of special design and aesthetic standards for development, consistent with a community plan for redevelopment, preservation, and conservation. The location for the establishment of this ~~riverfront sub-district zone~~ shall be targeted for existing developed areas, such as the existing commercial downtown, which could benefit from revitalization in the form of specific long-range planning, mixed uses and innovative development options and community improvement programs. ~~The land use designations absorbed by the RD-zone include general commercial (GC), mixed use (MU), apartment residential (AR), and public lands (PL).~~ This area is the commercial core of historic St. Helens.

(2) Uses Permitted Outright. In the ~~RD-zone~~ Plaza sub-district, the following uses are permitted outright, subject to the modifications to development standards and conditions as specified herein and all other applicable provisions of this code as noted under additional requirements:

(a) Historic residential structures with or without any auxiliary dwelling unit per Chapter 17.128 SHMC.

(b) Residential Above Nonresidential Permitted Uses.

(i) Dwelling, single-family.

(ii) Dwelling, duplex.

(iii) Dwelling, townhouse.

(iv) Dwelling, multifamily.

(v) Other residential uses as per ORS Chapter 443.

(c) Public and institutional uses.

(d) Amphitheater public uses.

(e) Historical and cultural facilities and exhibits.

(f) Education and research facilities.

(g) Library services.

(h) Government administrative facilities/offices.

(i) Lodge, fraternal and civic assembly.

(j) Parking lots, public.

(k) Public facilities, minor.

(l) Public facilities, major.

(m) Public or private park.

(n) Public or private recreation facilities.

(o) Public or private schools/colleges.

(p) Public safety and support facilities.

(q) Artisan workshops.

(r) Art studios, galleries.

(s) Amusement services.

- (t) Bars.
- (u) Bed and breakfast facilities.
- (v) Business and personal services, such as barber shops, beauty shops, tailors, laundries, printing, and locksmiths.
- (w) Eating and drinking establishments – all (e.g., restaurant, diner, coffee shop).
- (x) Offices – all (e.g., medical, business or professional).
- (y) Financial institutions.
- (z) Hardware stores, without outdoor storage.
- (aa) Health and fitness clubs.
- (bb) Hotels or motels.
- (cc) Kiosks.
- ~~(dd) Pawn shops.~~
- ~~(ee) (dd) Pet shop and supplies.~~ Animal sales and services: grooming, and retail.
- ~~(ff) (ee)~~ Repair and maintenance facilities/shops for permitted retail products.
- ~~(gg) (ff)~~ Rental centers.
- ~~(hh) (gg)~~ Residential storage facilities (in conjunction with three or more dwelling units).
- ~~(ii) (hh)~~ Retail sales establishments—all.
- ~~(jj) (ii)~~ Small equipment sales, rental and repairs facilities/shops, without outside storage.
- ~~(kk) (jj)~~ Theaters, indoors.
- ~~(ll) (kk)~~ Trade and skilled services without outdoor storage, such as plumbing, HVAC, electrical, and paint sales/services facilities/shops.
- ~~(mm) (ll)~~ Type I and II home occupation in dwelling unit above nonresidential permitted uses.
- ~~(nn) Used product retail (e.g., antique dealers, secondhand dealers, flea markets).~~
- ~~(oo) Veterinary medical services, without outdoor facilities for animal housing.~~
- ~~(pp) (mm)~~ Transient housing.
- ~~(qq) (nn)~~ Watercraft sales, rental, charters, without outdoor storage.

(3) Conditional Uses. In the ~~RD zone~~ Plaza sub-district, the following conditional uses may be permitted upon application, subject to provision of Chapter 17.100 SHMC and other relevant sections of this code:

- (a) Animal sales and services: veterinary (small animals).
- ~~(a) (b)~~ Auction sales, services and repairs.
- ~~(b) (c)~~ Broadcast facilities without dishes over 36 inches or transmitter/receiver towers.
- ~~(c) (d)~~ Bus and train stations/terminals.
- ~~(d) (e)~~ Business with outdoor storage (those businesses permitted in permitted uses).
- ~~(e) (f)~~ Child care facility/day nursery.
- ~~(f) Drive-up businesses and services (including those associated with food sales, pharmacies and such).~~
- ~~(g) Funeral homes.~~
- ~~(h) (g)~~ Hospitals, clinics, nursing homes, and convalescent homes.
- ~~(i) (h)~~ Laundromats and dry cleaners.
- ~~(j) (i)~~ Marijuana retailer and/or medical marijuana dispensary.
- ~~(k) (j)~~ Religious assembly excluding cemeteries.
- ~~(l) (k)~~ Parking lots/facilities, private.

(l) Pawn Shop.

(4) Standards Applicable to All Uses. In the ~~RD-zone~~ Plaza sub-district, the following standards and special conditions shall apply and shall take precedence over any conflicting standards listed in this code:

(a) The maximum building height shall be 45 feet. Building height limitations of SHMC 17.68.040, Building height criteria for scenic resources, do not apply to ~~properties zoned RD~~.

(b) The maximum lot coverage including all impervious surfaces shall be 90 percent; provided, however, for new construction or existing legally constructed buildings seeking new or revised development approvals, lot coverage may be increased up to 100 percent by payment of a lot coverage fee established by resolution of the city council. The lot coverage fee shall be deposited into the riverfront district community capital improvement account to offset loss of landscaping in the RD zone.

(c) There is no minimum of lot size requirement.

(d) No minimum setback requirements applicable to all uses except for as required in Chapter 17.64 SHMC.

(e) The maximum front yard setback shall be zero feet. The maximum setback may be increased with the condition that 100 percent of the increased setback is used for pedestrian amenities with the building use, such as patio dining for restaurant, sidewalk cafe, plaza, or courtyard.

(f) Interior or Side Yard Setbacks. New buildings containing any nonresidential use abutting residential districts require one foot of setback for each foot of building wall height on the side abutting the residential zone, with a minimum setback of 10 feet. For yards abutting other nonresidential districts, no setback is required, subject to building code requirements. Note: Where the ~~RD-zone~~ Plaza sub-district abuts a residential zone and the uses are more than 30 feet above the proposed commercial use, then the height of the topography counts as part of the setback, e.g., 35-foot bluff behind a commercial building is same as 35-foot setback on that side.

(g) Rear Yard Setbacks. New buildings containing nonresidential uses abutting residential districts require one foot of setback for each foot of building wall height with a minimum setback of 10 feet (see above note). For yards abutting other nonresidential districts, no rear setback is required, subject to building code requirements.

(h) The minimum lot width at the street and building line shall be 20 feet.

(i) The minimum lot depth shall be 50 feet.

(j) Minimum open space shall be 10 percent, except when the lot coverage fee is paid as per subsection (4)(b) of this section.

(k) No maximum building size.

(l) No additional or new on-site parking is required for sites with existing development footprint coverage in excess of 50 percent of the site area (change of use or remodeling without a change to the existing footprint of existing development are also exempt).

(m) Except for subsection (4)(l) of this section, new development shall meet required on-site parking requirements with credit, on one-for-one basis of parking spaces in rights-of-way abutting the site. On-street parking (in rights-of-way) shall be based upon parallel parking, or existing; fractions do not count. Moreover, parking standards shall be for normal sized vehicles, for the purpose of the parking credit.

(n) New development can buy out of on-site parking requirements by paying into the RD community capital improvement account (a fund shall be designated for future RD located parking facilities) in an amount set by city council in a resolution.

(5) Special Conditions Permitted and Conditional Uses.

~~(a) All new construction and any changes to the exterior of structures within this district shall maintain the character of the existing buildings so that the heritage character remains (e.g., new age architecture would not fit the heritage character while the lap siding look or brick look with cornices and old style windows and doors should fit the character of the area).~~

~~(b)~~ (a) Residential Uses.

(i) Except for historic residential structures (listed in city's comprehensive plan and/or registered and recognized by the state or federal government), residential use is prohibited on the first floor of any building in the ~~RD-zone~~ Plaza sub-district.

(ii) There is no minimum lot size requirement for residential use above permitted nonresidential uses.

(iii) Residential density above permitted uses shall be based on the standard of one dwelling unit for each full 500 interior square feet of non-residential use provided. Outdoor dining areas and similar permitted outdoor uses may only be included in the calculation when such areas are not located within a right-of-way.

~~(c)~~ (b) Outdoor storage of goods and materials must be screened.

~~(d)~~ (c) Outdoor display of goods and materials for retail establishments is permitted on private property in front of the retail establishment, provided such displays do not block safe ingress and egress from all entrances, including fire doors. In addition, outdoor display goods and materials shall be properly and safely stored inside during non-business hours. No outdoor display may block safe pedestrian or vehicular traffic. Outdoor displays shall not encroach in public rights-of-way, including streets, alleys or sidewalks, without express written permission of the city council.

~~(e)~~ (d) Kiosks may be allowed on public property, subject to the approval of a concession agreement with the city.

(6) Additional Requirements.

(a) Residential Density Transition. The residential density calculation and transition provisions of Chapter 17.56 SHMC shall not apply to the ~~RD-zone~~ Plaza sub-district for residential uses above permitted uses. Densities are determined for residential uses by the formula in subsection (5)~~(b)~~(a)(iii) of this section.

(b) Overlay District. Chapter 17.148 SHMC, Planned Development, shall not apply to the ~~RD-zone~~ Plaza sub-district.

(c) The visual clearance area requirements of Chapter 17.76 SHMC do not apply to the ~~RD-zone~~ Plaza sub-district.

(d) Chapter 17.40 SHMC, Wetland and Riparian Corridors, shall not apply to the Plaza sub-district. ~~The wetland and riparian corridor protective measures of Chapter 17.40 SHMC apply and are in full force and effect in the RD-zone except as modified herein:~~

~~(i) The provisions of this section control over the provisions of Chapter 17.40 SHMC.~~

~~(ii) Pursuant to SHMC 17.40.020(2), the director may waive the EA or statement requirements of the ordinance if the request is for a sensitive lands permit to place pedestrian paths, lighting fixtures or other amenities (such as public art), or other passive recreational~~

improvements on public land or on lands to be conveyed to a public entity.

(iii) The exemption in SHMC 17.40.035(1)(l) is clarified to specifically contemplate shoreline stabilization and hardening measures to protect state, city, county, or other publicly owned lands, or interests or lands or interests to be acquired by public entities. Such project may also include associated boardwalks or pedestrian paths or walks within the protection zone, provided said paths, boardwalks or walks utilize materials or are so constructed so as to reduce unnecessary impervious area.

(e) Chapter 17.44 SHMC, Sensitive Lands, applies to the RD zone, except as modified herein:

(i) The provisions of this section control over the provisions of Chapter 17.44 SHMC.

(ii) Pursuant to SHMC 17.40.020(2), the director may also waive the EA or statement requirements of the ordinance if the request is for a sensitive lands permit to place pedestrian paths, lighting fixtures or other amenities (such as public art), or other passive recreational improvements on public lands or on lands to be conveyed to a public entity.

(f) (e) Supplemental Provisions Chapters. These standards shall apply except as modified herein: All Chapters of the Development Code apply except as modified herein.

(i) Chapter 17.52 SHMC, Environmental Performance Standards;

(ii) Chapter 17.56 SHMC, Density Computations;

(iii) Chapter 17.60 SHMC, Manufactured/Mobile Home Regulations;

(iv) Chapter 17.64 SHMC, Additional Yard Setback Requirements and Exceptions;

(v) Chapter 17.68 SHMC, Building Height Limitations—Exceptions;

(vi) Chapter 17.72 SHMC, Landscaping and Screening;

(vii) Chapter 17.76 SHMC, Visual Clearance Areas;

(viii) Chapter 17.80 SHMC, Off Street Parking and Loading Requirements;

(ix) Chapter 17.84 SHMC, Access, Egress, and Circulation;

(x) Chapter 17.88 SHMC, Signs;

(xi) Chapter 17.96 SHMC, Site Development Review;

(xii) Chapter 17.100 SHMC, Conditional Use;

(xiii) Chapter 17.104 SHMC, Nonconforming Situations;

(xiv) Chapter 17.108 SHMC, Variance;

(xv) Chapter 17.116 SHMC, Temporary Uses;

(xvi) Chapter 17.120 SHMC, Home Occupations;

(xvii) Chapter 17.124 SHMC, Accessory Structures;

(xviii) Chapter 17.132 SHMC, Tree Removal;

(xix) Chapter 17.136 SHMC, Land Division—Subdivision;

(xx) Chapter 17.140 SHMC, Land Division—Land Partitioning—Lot Line

Adjustment;

(xxi) Chapter 17.144 SHMC, Expedited Land Divisions;

(xxii) Chapter 17.148 SHMC, Planned Development;

(xxiii) Chapter 17.152 SHMC, Street and Utility Improvement Standards;

(xxiv) Chapter 17.36 SHMC, Historic Sites and Overlay District.

(7) Architectural Character Review.

(a) In the ~~RD zone~~ Plaza sub-district, permanent exterior architectural changes to buildings (including new construction and signs) and freestanding signs that are not designated landmarks or historic resources of statewide significance as defined and otherwise governed by

Chapter 17.36 SHMC shall comply with the architectural design guidelines, attached to Ordinance No. 3164 as Attachment A, as amended, except:

(i) For ordinary maintenance not requiring a building permit.
(ii) Painting of buildings except when painting previously unpainted masonry or stone.

(b) The historic landmark commission as established by Chapter 17.36 SHMC shall advise the approving authority on the character of permanent exterior architectural changes to all buildings within the ~~RD-zone~~ Plaza sub-district that are not designated landmarks or historic resources of statewide significance as defined and otherwise governed by Chapter 17.36 SHMC.

(c) The historic landmark commission shall make a recommendation to the approving authority as to whether the commission believes any proposed permanent exterior architectural changes to buildings, including new construction, per subsections (7)(a) and (b) of this section comply with the architectural design guidelines. Such recommendation shall be prior to any such applicable decision being made, including but not limited to limited land use decisions of the planning commission or director, and other authorizations of the director such as building permit approval.

17.32.173 Riverfront District – RD, Mill.

[editor's note – edits under the WROD per 17.32.180 below, go here]

[...]

17.32.1729 RD guidelines adopted.

(1) The city hereby adopts the architectural design guidelines for the ~~riverfront district~~ Plaza sub-district and Mill sub-district, attached to the ordinance codified in this section as Attachment A, as amended, and made part of this chapter by reference.

(2) The city hereby adopts the St. Helens Waterfront Framework Plan for the Mill sub-district, attached to the ordinance codified in this section as Attachment E, as amended, and made part of this chapter by reference.

17.32.17580 Houlton business district – HBD.

(1) Purposes. The HBD zone is intended to provide an innovative and flexible zoning category that may be used to implement the St. Helens comprehensive plan economic goals and policies and the strategic plan goals and policies for economic development. The strategy is to provide opportunities for traditional neighborhood design and mixed residential and commercial uses in the redeveloping Houlton area. The HBD zone is designed to preserve and revitalize older developed areas by eliminating certain nonconformities, providing for more mixed use development in individual buildings, and other more flexible development regulations which acknowledge the developed nature of the properties involved. The location for the establishment of the HBD zone shall be targeted for existing developed areas, such as the existing commercial uptown, which could benefit from revitalization in the form of specific long-range planning, mixed uses and innovative development options and community improvement programs. ~~The land use designations absorbed by the HBD zone include general commercial (GC) and mixed use (MU).~~ This is the commercial core of what was once a town known as Houlton that was

separate from St. Helens.

[...]

(2) Uses Permitted Outright. In the HBD zone, the following uses are permitted outright, subject to the modifications to development standards and conditions as specified herein and all other applicable provisions of this code as noted under additional requirements:

[...]

(e) Historical and cultural facilities and exhibits.

[...]

(ee) ~~Pet shop and supplies.~~ Animal sales and services: grooming, and retail.

[...]

~~(nn) Used product retail (e.g., antique dealers, secondhand dealers, flea markets).~~

~~(oo) Veterinary medical services, without outdoor facilities for animal housing.~~

~~(pp)~~ (nn) Transient housing.

~~(qq)~~ (oo) Watercraft sales, rental, charters, without outdoor storage.

[editor's note – re-lettering to continue through list of permitted uses]

[...]

(3) Conditional Uses. In the HBD zone, the following conditional uses may be permitted upon application, subject to provisions of Chapter 17.100 SHMC and other relevant sections of this code:

(a) Animal sales and services: veterinary (small animals).

~~(a)~~ (b) Auction sales, services and repairs.

~~(b)~~ (c) Broadcast facilities without dishes over 36 inches or transmitter/receiver towers

[editor's note – re-lettering to continue through list of conditional uses]

[...]

(6) Additional Requirements.

(a) Residential Density Transition. The residential density calculation and transition provisions of Chapter 17.56 SHMC shall not apply to the HBD zone for residential uses above permitted uses. Densities are determined for residential uses by the formula in subsection (5)(a) of this section.

(b) The visual clearance area requirements of Chapter 17.76 SHMC do not apply to the Houlton business district.

(c) Overlay district Chapter 17.148 SHMC, Planned Development, shall not apply to the HBD zone.

(d) Supplemental Provisions Chapters. These standards shall apply except as modified herein: All Chapters of the Development Code apply except as modified herein.

- (i) Chapter 17.36 SHMC, Historic Sites and Overlay District;
- (ii) Chapter 17.44 SHMC, Sensitive Lands;
- (iii) Chapter 17.52 SHMC, Environmental Performance Standards;
- (iv) Chapter 17.60 SHMC, Manufactured/Mobile Home Regulations;
- (v) Chapter 17.64 SHMC, Additional Yard Setback Requirements and Exceptions;
- (vi) Chapter 17.68 SHMC, Building Height Limitations—Exceptions;
- (vii) Chapter 17.72 SHMC, Landscaping and Screening;
- (viii) Chapter 17.80 SHMC, Off Street Parking and Loading Requirements;
- (ix) Chapter 17.84 SHMC, Access, Egress, and Circulation;
- (x) Chapter 17.88 SHMC, Signs;
- (xi) Chapter 17.96 SHMC, Site Development Review;
- (xii) Chapter 17.100 SHMC, Conditional Use;
- (xiii) Chapter 17.104 SHMC, Nonconforming Situations;
- (xiv) Chapter 17.108 SHMC, Variance;
- (xv) Chapter 17.116 SHMC, Temporary Uses;
- (xvi) Chapter 17.120 SHMC, Home Occupations;
- (xvii) Chapter 17.124 SHMC, Accessory Structures;
- (xviii) Chapter 17.132 SHMC, Tree Removal;
- (xix) Chapter 17.136 SHMC, Land Division—Subdivision;
- (xx) Chapter 17.140 SHMC, Land Division—Land Partitioning—Lot Line Adjustment;
- (xxi) Chapter 17.144 SHMC, Expedited Land Divisions;
- (xxii) Chapter 17.148 SHMC, Planned Development;
- (xxiii) Chapter 17.152 SHMC, Street and Utility Improvement Standards.

[...]

~~17.32.180 Waterfront redevelopment overlay district—WROD.~~

[editor's note – edits under this WROD section, go to the new Mill sub-district under 17.32.173 above]

~~(1) Purpose. The waterfront redevelopment overlay district (WROD) is established to provide an alternative zoning and development option that may be used to implement the St. Helens comprehensive plan economic goals and policies, and the strategic plan goals and policies for economic development. The WROD allows for a traditional downtown neighborhood design including a horizontal and vertical mix of residential, commercial and limited industrial manufacturing uses, thereby providing for a variety of employment generating uses in close proximity to a mix of residential housing types. The WROD is available for use in existing underutilized industrial areas that are suitable for redevelopment. Appropriate locations for the establishment of the WROD include waterfront properties with an industrial designation. The WROD introduces a mix of commercial and residential uses into areas with industrial~~

~~designations while maintaining supplies of industrial-designated lands.~~

(1) Purpose. The Mill sub-district is to provide an alternative zoning and development option that may be used to allow for flexibility of possible land uses and standards while ensuring maximum public access along and to the waterfront to compliment other land uses that develop in the district. Development of this site is intended to provide a complimentary extension of the historic commercial core in use and form and facilitate transportation connections. This area was an important industrial site from the founding of St. Helens until the early part of the 21st century, when industrial development ceased with the Great Recession (2007-2009).

~~(2) Implementation. The provisions of the WROD can be implemented with an approved development agreement. A development agreement is a voluntarily negotiated agreement between the city and the property owner(s) consistent with ORS chapter 94 and any local implementing ordinance. The underlying zoning district and land use regulations of that zone remain in full force and effect unless and until the WROD is implemented with the approval of a development agreement. Upon such approval, the development agreement and WROD supersede the underlying zoning district and land use regulations normally applicable to development on the subject property.~~

~~Conversely, should the development agreement be terminated, revoked or otherwise become void prior to completion, the WROD is no longer in effect and the underlying zone and the land use regulations of that zone return. The following apply to development agreements pursuant to this section in addition to the requirements of ORS chapter 94, and other provisions of the city of St. Helens development code (SHMC Title 17), but is not intended to be an all-encompassing list, limiting the city's ability to set forth terms and conditions in the development agreement necessary to ensure the health, safety and welfare of its citizenry for said development:~~

~~(a) Development Plan. Development agreement shall include a development plan or plans that has/have been approved through a site development review and/or conditional use permit and that has/have been revised as necessary to comply with city standards and applicable conditions of approval. Applicant bears responsibility for the development plan(s).~~

~~(b) Legal Description. Development agreement shall include a legal description of the entire property subject to the agreement, which shall be prepared by a licensed surveyor. The legal description shall include the total area, all separately described parcels, easements, and other pertinent instruments or exceptions of record. Applicant bears responsibility for the legal description.~~

~~(c) Executed Title Certification. Development agreement shall include the names of the legal and equitable owner(s) of the property subject to the agreement and be signed by said legal and equitable owner(s). As such, an executed certification from an attorney or title company that the record title to the subject property is in the name of the person, persons, corporation or other entity entering into the agreement shall be submitted to the city. Applicant bears the responsibility for the executed title certification.~~

~~(d) Covenant of Unified Control. Development agreement shall include a covenant of unified control requiring all property subject to the agreement to be held under single (unified) ownership, which property shall not be transferred, conveyed, sold, or otherwise divided in any other unit other than its entirety. An executed covenant shall be recorded in the public records with the executed development agreement. Applicant bears the responsibility of the covenant of unified control. The covenant may provide for specified conveyances, including but not limited~~

to the following (but transfer of ownership of a portion of a property eligible for the WROD shall not occur without a completed land partition or subdivision):

(i) Conveyance of fully constructed lots or parcels, if any, to individual purchasers after approval of a final plat for the applicable lots or parcels when all applicable requirements contained in the agreement, including the timetable and special conditions, have been met.

(ii) If the development is designed and planned to be constructed in phases, conveyance of a phase, if the phase has complied with the applicable requirements contained in the agreement, including the timetable and special conditions. A phase may be conveyed separately, only after final plat approval for that phase.

(iii) Conveyance of other portions of the property, subject to the agreement, that will be used or maintained by governmental, environmental, charitable or other organizations or agencies for such purposes as the city council may deem appropriate after compliance with all applicable requirements of the agreement.

(e) ~~Timetable of Development.~~ Duration of the development agreement shall be consistent with the timetable of development, which is an exhibit of the agreement. The timetable of development shall include dates for individual or phased final plat approval(s) (if applicable), construction commencement, as well as phase and project completion. Applicant is responsible for submitting proposed timetable of development. The following provisions apply to the timetable of development:

(i) If not phased, development shall be completed within two years of approval of the agreement, including final plat approval (if applicable).

(ii) If phased, the actual construction time for any phase including final plat approval (if applicable) shall not exceed two years. No phase shall be completed out of order; each phase shall be completed consecutively.

(iii) Regardless of the number of proposed phases, no timetable for development shall exceed six years.

(iv) In the event an extension of the commencement date or completion date is sought, the amendment can be approved only if there is demonstrated compliance with all current laws and regulations.

(v) The deadlines as set forth in a development agreement are independent of and do not supersede those of the applicable land use applications (e.g., site development review, conditional use, land partition, and subdivision).

(vi) In the event the project has not complied with the construction commencement date, the development agreement shall cease to be effective and the development shall cease to be authorized.

(vii) Notwithstanding subsections (2)(e)(i) and (ii) of this section, one additional year may be added to each phase without modification to the development agreement provided the delay is a direct result of a government agency's, other than the city of St. Helens, review process, and clearly not a fault of the applicant.

(3) ~~Compliance with Other Standards.~~ All applicable regulations of the St. Helens Community Development Code (SHMC Title 17) and adopted engineering standards (SHMC Title 18) remain in full force and effect except as specifically modified in the applicable development agreement and WROD. In the case of a conflict with the requirements of this section, such conflicting requirements are superseded by those of this section and the approved development agreement to the extent of such conflict.

~~(4) Properties Eligible for the WROD. For a property to be eligible for the WROD, a legislative action pursuant to Chapter 17.20 SHMC, Procedures for Decision Making – Legislative, is required. The following properties are officially eligible for the WROD:~~

~~(a) Property identified as Tax Lot 100, Section 3, T4N – R1W, Willamette Meridian, Columbia County, Oregon (as of December 2008), said property being more particularly described and shown on the exhibit(s) of Ordinance No. 3107.~~

~~(5) (2) Uses Permitted Outright. The following uses are permitted outright, subject to all provisions of the SHMC including specifically the modifications to development standards and conditions specified in this section and the applicable approved development agreement. Moreover, the applicable provisions of Chapter 17.96 SHMC, Site Development Review, apply, except those modified by this chapter. Note: letters in parentheses [e.g., (a)] following the type of use refer to special conditions pursuant to subsection (9) of this section.~~

- ~~(a) Residential (a).~~
 - ~~(i) Single dwelling units, attached (five units maximum together).~~
 - ~~(ii) Multidwelling units.~~
- ~~(b) Residential above Nonresidential Permitted Uses (a).~~
 - ~~(i) Dwelling, single family.~~
 - ~~(ii) Congregate care facility.~~
 - ~~(iii) Single dwelling units, attached (five units maximum together).~~
 - ~~(iv) Multidwelling units.~~
 - ~~(v) Residential care facility.~~
 - ~~(vi) Timeshare.~~
- ~~(c) Public and Institutional Uses (b)–(e).~~
 - ~~(i) Amphitheater public uses.~~
 - ~~(ii) Historical and cultural facilities and exhibits.~~
 - ~~(iii) Education and research facilities.~~
 - ~~(iv) Library services.~~
 - ~~(v) Government administrative/office.~~
 - ~~(vi) Lodge, fraternal and civic assembly.~~
 - ~~(vii) Parking lots, public.~~
 - ~~(viii) Public facility, minor.~~
 - ~~(ix) Public facility, major.~~
 - ~~(x) Public or private park.~~
 - ~~(xi) Public or private recreation facilities.~~
 - ~~(xii) Public or private school/college.~~
 - ~~(xiii) Public safety and support facilities.~~
- ~~(d) Manufacturing (b)–(e).~~
 - ~~(i) Artisan workshop.~~
 - ~~(ii) Art studios, galleries.~~
 - ~~(iii) Laboratories and research facilities.~~
- ~~(e) Commercial (b)–(e).~~
 - ~~(i) Amusement services.~~
 - ~~(ii) Animal sales and services, without outdoor kennels: grooming, and retail.~~
 - ~~(iii) Medical facilities such as clinics, out-patient services, health care facility, etc.~~

- (iv) Bed and breakfast facilities.
- (v) Business and personal services, such as barber shops, beauty shops, tailors, laundries, printing, and locksmiths.
- (vi) Eating and drinking establishments – all (e.g., restaurant, diner, coffee shop).
- (vii) Financial institutions.
- (viii) Offices – all (e.g., medical, business or professional).
- (ix) Hardware store, without outdoor storage.
- (x) Health and fitness club.
- (xi) Hotels or motels.
- (xii) Kiosks ~~(d)~~.
- (xiii) Parking lots, ~~commercial~~ public.
- ~~(xiv) Pawn shop.~~
- ~~(xv) Pet shop/supplies.~~
- ~~(xvi)~~ (xiv) Plumbing, HVAC, electrical and paint sales and services, without outdoor storage.
- ~~(xvii)~~ (xv) Repair and maintenance of permitted retail products.
- ~~(xviii)~~ (xvi) Rental center.
- ~~(xix)~~ (xvii) Residential storage facility (in conjunction with three or more dwelling units).
- ~~(xx)~~ (xviii) Retail sales establishments—all.
- ~~(xxi)~~ (xix) Small equipment sales, rental and repairs, without outside storage.
- ~~(xxii)~~ (xx) Theaters, indoors.
- ~~(xxiii)~~ (xxi) Trade and skilled services.
- ~~(xxiv)~~ (xxii) Type I and II home occupation (per Chapter 17.120 SHMC).
- ~~(xxv) Used product retail (e.g., antique dealer, secondhand dealer, and flea market).~~
- ~~(xxvi) Veterinary medical services (with no kennel).~~
- (f) Marine Commercial ~~(b)~~ ~~(c)~~ ~~(d)~~.
 - (i) Houseboat(s), also known as floating homes.
 - (ii) Boathouse(s).
 - (iii) Boat launching, moorage facilities and marine boat charter services.
 - (iv) Boat or marine equipment sales, service, storage, rental or repair.
 - ~~(v) Retail sale of handcraft and tourist goods.~~
 - ~~(vi)~~ (v) Watercraft sales, rental, charters, without outdoor storage.
 - ~~(vii)~~ (vi) Bait and tackle shops.
 - ~~(viii)~~ (vii) Accessory marine related uses.
 - ~~(ix)~~ (viii) Marina.
 - ~~(x)~~ (ix) Docks.

~~(6)~~ (3) ~~In the WROD, the following conditional uses may be permitted upon application, subject to the provisions of Chapter 17.100 SHMC, Conditional Use, and other relevant sections of this code, except those modified by this chapter. Note: letters in parentheses [e.g., (a)] following the type of use refer to special conditions pursuant to subsection (9) of this section.~~

- (a) Animal sales and services: veterinary (small animals).
- ~~(a)~~ (b) Auction sales, services and repairs.
- ~~(b)~~ (c) Broadcast facilities without dishes over 36 inches in diameter or transmitter/receiver towers.

- ~~(e)~~ (d) Bus stations/terminals.
- ~~(d)~~ (e) Businesses with outdoor storage (for businesses that are permitted uses only) ~~(b)~~.
- ~~(e)~~ (f) Child care facility/day nursery.
- ~~(f)~~ Funeral homes.
- (g) Hospitals, nursing homes, and convalescent homes.
- (h) Postal services.
- (i) Communication services.
- (j) Laundromats and dry cleaners.
- (k) Religious assembly.
- (l) Boat building ~~(d)~~ ~~(e)~~.

~~(7)~~ (4) Standards Applicable to All Uses. The following standards and special conditions shall apply to all uses in the ~~WROD~~ Mill sub-district:

(a) The maximum building height ~~varies within the WROD~~ shall be 55 feet. The building height limitations of SHMC 17.68.040, Building height criteria for scenic resources, do not apply in the Mill sub-district. ~~in the WROD. Building height standards are specific to each property eligible for the WROD, pursuant to subsection (8) of this section.~~

(b) Landscaping Required. The minimum landscaping shall be 10 percent of the gross land area associated with use, except as required by Chapter 17.96 SHMC. The maximum lot coverage including all impervious surfaces shall be 90 percent.

~~(i) Screening shall be in accordance with Chapter 17.72 SHMC, Landscaping and Screening. Landscaping used for screening may be included in the required landscaping pursuant to subsection (7)(b)(iii) of this section.~~

~~(ii) See subsection (7)(i) of this section. Landscaping used for this purpose may be included in the required landscaping pursuant to subsection (7)(b)(iii) of this section.~~

~~(iii) Landscaping shall be provided in conjunction with each building, proportional to each building's size. The minimum landscape area required shall be based on the following calculation: (building width x building length x height) x 0.02. Location of landscaping is subject to city approval. Landscaping plants and materials used are subject to city approval and shall provide a minimum 50 percent coverage at maturity. Areas that will not be covered by landscaping vegetation shall include bark dust or similar nonvegetative ground cover.~~

~~(iv) Required landscaping pursuant to subsection (7)(b)(iii) of this section may be replaced on a one to one area basis, not to exceed 10 percent of the total minimum landscape area required, for any green roof utilized in a development.~~

(c) There is no minimum lot size requirement. Lots or parcels shall be of sufficient size to accommodate all applicable development standards for intended or potential land uses.

(d) No required yard (setbacks) from rights-of-way.

(e) Interior Setbacks. New buildings containing any nonresidential use abutting a residential zoning district require one foot of setback for each foot of wall height with a minimum setback of 10 feet. For yards abutting nonresidential districts, no interior setback is required, subject to building code requirements. Note: this setback may be reduced proportionately when the residential zoning district is topographically above the base level of new construction.

(f) The minimum lot width at the street and building line shall be 20 feet.

(g) The minimum lot depth shall be 50 feet.

(h) No maximum building size.

~~(i) Parking lots shall not front on S. 1st Street and The Strand. Parking lots with three or more spaces visible from public streets shall include landscaping in addition to the other landscape requirements of this chapter and the SHMC, such that there is a minimum area six feet wide and length as necessary to visually soften the entire parking lot from public streets. Minimum improvements within these landscaping areas shall be pursuant to SHMC 17.72.080(4).~~

~~(j) Required Usage Ratio. The following ratio shall apply to each development proposal. Net usable land (less nonbuildable areas such as wetlands, public park/dedicated public open space, and public rights of way) shall have a maximum residential-to-commercial use ratio of four to one or a commercial-to-residential use ratio of four to one. In no case shall a development have a usage ratio that favors residential or commercial use more than four to one. This usage ratio is based on the sum of use(s) in buildings(s) and those not in buildings. The use(s) within buildings is based gross floor area, whereas the use not in buildings is based on net usable land as previously described. For the purpose of this section, the term “commercial” includes the industrial and institutional uses possible in the WROD.~~

~~(8) Building height standards for each property eligible for the WROD shall be determined during the process where a property becomes eligible for the WROD pursuant to subsection (4) of this section. Building height standards for each property eligible for the WROD are as follows:~~

~~(a) For the property identified by subsection (4)(a) of this section, the maximum building height is based on the following height zones:~~

~~(i) The first height zone is the area west of the centerline of the S. 2nd Street right of way (if it was extended in a straight line as platted in the St. Helens Subdivision in a southeasterly direction), where the maximum building height shall be 70 feet (standard “building height” definition).~~

~~(ii) The second height zone is the area between the centerlines of the S. 2nd Street and S. 1st Street rights of way (if they were extended in a straight line as platted in the St. Helens Subdivision in a southeasterly direction), where the maximum building height shall be 70 feet above mean sea level.~~

~~(iii) The third height zone is the area between the centerlines of the S. 1st Street and The Strand rights of way (if they were extended in a straight line as platted in the St. Helens Subdivision in a southeasterly direction), where the maximum building height shall be 60 feet above mean sea level.~~

~~(iv) The fourth height zone is the area east of the centerline of the The Strand right of way (if it was extended in a straight line as platted in the St. Helens Subdivision in a southeasterly direction), where the maximum building height shall be 50 feet above mean sea level.~~

~~(v) Notwithstanding the other height zones pursuant to this subsection (8)(a), the area 75 feet upland from the top of bank of the Columbia River shall have a maximum building height of zero feet (standard “building height” definition).~~

~~(vi) The maximum building height on the Columbia River shall be 25 feet (standard “building height” definition).~~

~~(9) Special Conditions. In general, where letters appear enclosed in parentheses following a given permitted or conditionally permitted use of the WROD, the corresponding lettered~~

conditions below shall apply and constitute an approval criterion, clarification or restriction for the particular use listed.

~~(a) (i) There is no M~~maximum residential density is not based on the density computations of Chapter 17.56 SHMC, but rather the usage ratios of this chapter and design requirements (e.g., off-street parking, landscaping, access areas, etc.).

~~(b) (j)~~ Outdoor storage of goods and materials as an independent use not in conjunction with another use is prohibited. Outdoor storage is allowed for conditional uses in this zone only when said storage is completely screened from the street and adjacent properties.

~~(c) (k)~~ Outdoor display of goods and materials for retail establishments is permitted on private property in front of the retail establishment, provided such displays do not block safe ingress and egress from all entrances and exits including those specifically for emergency use, block safe pedestrian or vehicular circulation areas, block required parking areas, block emergency accessways, interfere with landscape areas such that those areas will be prone to damage, or otherwise create a hazard. In addition, outdoor display of goods and materials shall be properly and safely stored inside during nonbusiness hours. Moreover, outdoor displays shall not encroach in public rights-of-way, including but not limited to streets, alleys or sidewalks, without express written permission of the city council as reflected in an executed temporary license, release and hold harmless agreement. License agreements shall require safe, sturdy and secure outdoor displays and may be subject to an annual fee determined by resolution of the St. Helens city council.

~~(d)~~ Water uses cannot exceed 50 percent of water rights area (shoreline) fronting a given property.

~~(e)~~ The following criteria shall be in addition to the other approval standards necessary to approve, approve with conditions, or deny an application for a conditional use:

~~(i)~~ Use shall include restrictions determined necessary to prevent conflicts with existing or potential nearby residential uses. Examples include but are not limited to restrictions addressing hours of operation, noise, vibration, external lighting and emissions (odor and particulates).

~~(ii)~~ Use shall be located in an area determined by the commission to be the edge of non-industrial development for the foreseeable future.

~~(40)~~ (5) Additional Requirements and Standards.

(a) In addition to other applicable standards, all development, division of land, lot line adjustment, replat and such subject to review by the city shall also comply with the St. Helens Waterfront Framework Plan, attached to Ordinance 3215 as Attachment E, as amended. Whenever the standards or requirements of the Waterfront Framework Plan are in conflict with other city codes, the approval authority may consider those of the Waterfront Framework Plan to be of the higher standard per SHMC 17.12.010.

~~(a)~~ The residential density calculation and transition provisions of Chapter 17.56 SHMC shall not apply to the waterfront redevelopment overlay district. Rather, density is controlled in accordance with subsection (9)(a) of this section.

~~(b)~~ The planned development overlay per Chapter 17.148 SHMC shall not apply to the water redevelopment overlay district.

~~(c)~~ The historic sites and overlay district provisions of Chapter 17.36 SHMC do not apply to the waterfront redevelopment overlay district.

~~(d)~~ (b) The architectural character review provisions of riverfront district, RD zone,

pursuant to SHMC 17.32.1702(7) shall apply to the ~~waterfront redevelopment overlay~~ Mill sub-district district.

~~(e) The sensitive lands requirements of Chapter 17.40 SHMC apply to the waterfront redevelopment overlay district. Where development in or on the water fronting a development is for a public use or direct public benefit, then protection zone averaging provisions of that chapter are allowed.~~

~~(f) The visual clearance area requirements of Chapter 17.76 SHMC do not apply to the waterfront redevelopment overlay district.~~

~~(g) (c) Any new development within 100 feet of the top of bank/shoreline of the Columbia River shall include the lands between zero and 100 feet as part of the development. In addition, a bicycle/pedestrian facility shall be dedicated within this area for public use, of such width and design to sufficiently accommodate bicyclists and pedestrians as a multi use pathway, and in accordance with the applicable city standards. Such bicycle/pedestrian facility shall connect to an adjacent public right of way, another bicycle/pedestrian facility or public park for connectedness. As part of any development, division of land, lot line adjustment, replat and such, a minimum 50-foot width measured from the top of bank/shoreline of the Columbia River landward, shall be dedicated for public access. The approval authority shall deny any proposal that prevents public access along the waterfront. A width less than 50' may be considered when the approval authority finds the intent of the Waterfront Framework Plan can still be met. Dedication may be by easement or right-of-way dedication. This is in addition to the requirements of SHMC 17.152.110. If possible, it is recommended that the reservation for public shoreline access be a condition of property sale (e.g., when the city is the land owner) or other agreement outside of a permit or authorization of land use.~~

~~(d) All chapters or sections of the Development Code shall apply to the Mill sub-district, except the following, which do not apply:~~

~~(i) Chapter 17.56 SHMC, Density Computations;~~

~~(ii) Chapter 17.40 SHMC, Protective Measures for Significant Wetlands, Riparian Corridors, and Protection Zones;~~

~~(iii) Building height limitations of SHMC 17.68.040, Building height criteria for scenic resources;~~

~~(iv) Chapter 17.76 SHMC, Visual Clearance Areas; and~~

~~(iv) Chapter 17.148 SHMC, Planned Development.~~

~~(h) Supplemental Provisions Chapters.~~

~~(i) Chapter 17.40 SHMC, Protective Measures for Significant Wetlands, Riparian Corridors, and Protection Zones.~~

~~(ii) Chapter 17.44 SHMC, Sensitive Lands.~~

~~(iii) Chapter 17.46 SHMC, Floodplains and Floodways.~~

~~(iv) Chapter 17.52 SHMC, Environmental Performance Standards.~~

~~(v) Chapter 17.60 SHMC, Manufactured/Mobile Home Regulations.~~

~~(vi) Chapter 17.64 SHMC, Additional Yard Setback Requirements and Exceptions.~~

~~(vii) Chapter 17.72 SHMC, Landscaping and Screening.~~

~~(viii) Chapter 17.80 SHMC, Off Street Parking and Loading Requirements.~~

~~(ix) Chapter 17.84 SHMC, Access, Egress, and Circulation.~~

~~(x) Chapter 17.88 SHMC, Signs.~~

~~(xi) Chapter 17.92 SHMC, Mixed Solid Waste and Recyclables Storage in New Multi Unit Residential and Nonresidential Buildings.~~

~~(i) Site Development Review, Chapter 17.96 SHMC.~~

~~(j) Development and Administration Chapters.~~

~~(i) Chapter 17.100 SHMC, Conditional Use.~~

~~(ii) Chapter 17.104 SHMC, Nonconforming Situations.~~

~~(iii) Chapter 17.108 SHMC, Variance.~~

~~(iv) Chapter 17.116 SHMC, Temporary Uses.~~

~~(v) Chapter 17.120 SHMC, Home Occupations.~~

~~(vi) Chapter 17.124 SHMC, Accessory Structures.~~

~~(vii) Chapter 17.132 SHMC, Tree Removal.~~

~~(k) Land Division Chapters.~~

~~(i) Chapter 17.136 SHMC, Land Division — Subdivision.~~

~~(ii) Chapter 17.140 SHMC, Land Division — Land Partitioning — Lot Line~~

~~Adjustment.~~

~~(iii) Chapter 17.144 SHMC, Expedited Land Divisions.~~

~~(iv) Chapter 17.152 SHMC, Street and Utility Improvement Standards.~~

(e) To address the unique status of the Mill sub-district, the City and one or more property owners may modify or exempt development from the otherwise applicable provisions of the St. Helens Community Development Code pursuant to a statutory development agreement as provided in ORS Chapter 94, as amended, provided that the approval authority finds that the development complies with the St. Helens Waterfront Framework Plan, attached to Ordinance No. 3215, attachment E, as amended. A development agreement shall be reviewed as provided in Section 17.24.090. Chapter 17.46 SHMC, Floodplains and Floodways, shall not be modified or exempted.

[...]

CHAPTER 17.36 HISTORIC SITES AND OVERLAY DISTRICT

[...]

17.36.020 Historic Landmarks Commission

[...]

(6) The commission has the following powers and duties:

[...]

(i) The commission shall make recommendations for architecture character review pursuant to SHMC 17.32.1702(7) and 17.32.173(5)(b).

[...]

17.36.040 Criteria for alteration.

[...]

~~(4) If alteration of the historic resource is intended, a condition of approval shall be that, insofar as feasible and as funds are available, the Columbia County Museum shall obtain:~~

~~(a) A pictorial and graphic history of the resource; and~~

~~(b) Artifacts from the resource it deems worthy of preservation.~~

(4) Prior to alteration, current photographs and/or drawings of all elevations shall be provided to the City for its public records. Photographs and drawings shall be archival quality; proof of such shall be provided with the photographs and/or drawings.

[...]

17.36.050 Additional criteria and conditions for relocation or demolition.

[...]

~~(3) In approving an application for the demolition of a designated landmark or historic resource of statewide significance, the commission may impose the following conditions:~~

~~(a) Photographic, video, or drawn recordation of the property to be demolished; and/or~~

~~(b) Salvage and curation of significant elements; and/or~~

~~(c) Other reasonable mitigation measures.~~

(3) Prior to relocation or demolition, current photographs and/or drawings of all elevations shall be provided to the City for its public records. Photographs and drawings shall be archival quality; proof of such shall be provided with the photographs and/or drawings. In addition, the commission may require:

(a) Salvage and curation of significant elements or artifacts; and/or

(b) Other reasonable mitigation measures.

[...]

CHAPTER 17.88 SIGNS

[...]

17.88.060 Commercial/industrial sign district

In addition to the temporary and permanent signage allowed without permits, the following signage is allowed subject to the requirements of this chapter:

(1) Permitted Sign Types, Number, and Area. Signs within the commercial/industrial sign district are limited as follows and require the issuance of permits under SHMC 17.88.130.

[...]

(b) Pole Signs.

(i) For principal uses, one freestanding single- or double-faced pole sign shall be permitted on lots that have a minimum of 40 feet of street frontage and no pole sign can be closer together than 80 feet in addition to other limitations. Sign area shall not exceed 100 square feet for each sign face. Any shopping plaza cannot exceed 150 square feet per face and any shopping center cannot exceed 200 square feet per face and no sign can exceed twice per face size.

(ii) Notwithstanding subsection (1)(b)(i) of this section, pole signs shall not be allowed in the RD zoning district.

[...]

17.88.070 Architectural design review.

Signs within portions of the RD zoning district are subject to SHMC 17.32.1702(7) and 17.32.173(5)(b).

[...]

**CHAPTER 17.116
TEMPORARY USES**

Sections:

- 17.116.010 Purpose.
- 17.116.020 Administration and approval process.
- 17.116.030 Expiration of approval – Renewal.
- 17.116.040 Emergency situations.
- 17.116.050 Temporary use – Seasonal or special event.
- 17.116.060 Temporary use – Unforeseen/emergency situations.
- 17.116.065 Temporary use – Medical Hardship.
- 17.116.070 Standards for approval of a temporary sales office, model house, or temporary building.
- 17.116.080 Application submission requirements.

17.116.010 Purpose.

(1) The purpose of this chapter is to establish standards for the approval of ~~three~~ four types of temporary use:

- (a) Use that is seasonal or directed toward a specific event;
- (b) Use which is occasioned by an unforeseen event; ~~and~~
- (c) Medical hardship; and
- ~~(d)~~ (d) Sales offices and model homes in conjunction with the sale of homes.

(2) This chapter is not intended to be a way to circumvent the strict application of the use districts. Therefore, time limits are to be strictly enforced. This chapter is not intended to apply

to garage sales.

[...]

17.116.030 Expiration of approval – Renewal.

(1) Temporary use approval by the director shall be effective for a period of up to one year unless otherwise stipulated by the approval. Except, medical hardship temporary use shall only be effective for up to six months.

(2) The temporary use approval by the director shall lapse if:

(a) Substantial construction of the approved plan or onset of the approved activity has not begun within the approval period; and

(b) Construction or activity on the site is a departure from the approved plan.

(3) A temporary use approval may be renewed once by the director for a period not to exceed one year. Except, medical hardship renewal use shall only be effective for up to six months. Notice of the decision shall be provided to the applicant. The director's decision may be appealed by the applicant as provided by SHMC 17.24.310(1).

(4) A permit for temporary sales offices and model homes may be renewed on an annual basis in the same manner as if it were an original application as long as no more than 50 percent of the total number of dwelling units have been issued occupancy permits.

[...]

17.116.060 Temporary use – Unforeseen/emergency situations.

(1) Definitions. This type of temporary use is a use which is needed because of an unforeseen event such as fire, windstorm or flood, unexpected ~~health or~~ economic hardship, or due to an eviction resulting from condemnation or other proceedings.

(2) Types of Use Permitted.

(a) A mobile home or other temporary structure for a residential purpose in a residential zone;

(b) A mobile home or other temporary structure for a business purpose in a commercial or industrial zone; and

(c) Use of an existing dwelling or mobile or manufactured home during the construction period of a new residence on the same lot.

(3) Approval Criteria.

(a) Approval or approval with conditions shall be based on findings that one or more of the following criteria are satisfied:

(i) The need for use is the direct result of a casualty loss such as fire, windstorm, flood or other severe damage by the elements to a preexisting structure or facility previously occupied by the applicant on the premises for which the permit is sought;

~~(ii) The use of a mobile or manufactured home on a lot with an existing dwelling unit is necessary to provide adequate and immediate health care for a relative who needs close attention who would otherwise be required to receive needed attention from a hospital or care facility;~~

~~(iii)~~ (ii) The applicant has been evicted within 60 days of the date of the application

from a preexisting occupancy of the premises for which the permit is sought as a result of condemnation proceedings by a public authority, or eviction by abatement of nuisance proceedings, or by determination of a public body or court having jurisdiction that the continued occupancy of the facilities previously occupied constitutes a nuisance or is unsafe for continued use; or

~~(iv)~~ (iii) There has been a loss of leasehold occupancy rights by the applicant due to unforeseeable circumstances or other hardship beyond the foresight and control of the applicant;

(b) In addition to the criteria listed in subsection (3)(a) of this section, all of the following must be satisfied:

(i) There exists adequate and safe ingress and egress when combined with the other uses of the property, as required by Chapter 17.84 SHMC, Access, Egress, and Circulation; and Chapter 17.76 SHMC, Visual Clearance Areas;

(ii) There exists adequate parking for the customers of the temporary use as required by Chapter 17.80 SHMC, Off-Street Parking and Loading Requirements;

(iii) The use will not result in congestion on adequate streets;

(iv) The use will pose no hazard to pedestrians in the area of the use;

(v) The use will not create adverse off-site impacts including noise, odors, vibrations, glare or lights which will affect adjoining use in a manner which other use allowed outright in the zone would not affect adjoining use; and

(vi) The use can be adequately served by sewer or septic system and water, if applicable.

17.116.65 Temporary use – Medical hardship.

(1) The purpose of the temporary use medical hardship permit is to allow the convenient provisions of supervision and/or assistance with daily care to a person or persons with a demonstrated health hardship by allowing the use of a recreational vehicle for living purposes on a lot or parcel developed with a detached single-family dwelling.

(2) The director may approve or approve with conditions a temporary use medical hardship permit, provided the following criteria are satisfied:

(a) The person(s) needing daily care (dependent person) is/are the principle resident(s) of the detached single-family dwelling or recreational vehicle. For the purpose of this section daily care includes but is not limited to bathing, grooming, eating, medication management, walking and transportation. Daily care does not include financial management or the improvement or maintenance of the subject property.

(i) Proof of the need for daily care shall be demonstrated by a written statement dated within 60 days of the submittal of temporary use permit or renewal thereof, by a medical doctor certifying the dependent person(s) has a health hardship that necessitates someone to provide care in order for them to remain independent (i.e., non-institutional residence).

(ii) For the purpose of this section health hardship means a specific person's need for daily supervision due to cognitive impairment and/or a specific person's need for assistance with daily care as a result of age, physical impairment and/or poor health.

(b) The detached single-family dwelling or recreational vehicle not occupied by the person(s) needing daily care is occupied by the caregiver(s), who shall be specifically identified and named on the permit application.

(c) The temporary use of a recreational vehicle for living purposes shall not be a source

of rental income.

(d) There exists adequate and safe ingress and egress when combined with the other uses of the property, as required by Chapter 17.84 SHMC, Access, Egress, and Circulation; and Chapter 17.76 SHMC, Visual Clearance Areas.

(e) The off-street parking available is not reduced below the minimum required by Chapter 17.80 SHMC as a result of the recreational vehicle used for temporary living purposes.

(f) During the duration of the approved temporary use permit, the recreational vehicle may connect to public water and sanitary sewer, if available, provided all permits are obtained to do so and requirements for connecting are met. If the recreational vehicle will be connected to public sewer, connection to public water shall be required, if available.

(g) The recreational vehicle shall be located on the same property as the detached single-family dwelling and shall not be allowed in a street or public right-of-way.

(h) Only one recreation vehicle shall be allowed on a property for this purpose.

(3) The director may revoke a temporary use medical hardship permit if it is found to not comply with the criteria per this section, constitutes a health hazard, or is otherwise contrary to public health, safety and welfare.

[...]

CHAPTER 19.08 GENERAL GOALS AND POLICIES

[...]

19.08.060 Natural factors and local resources goals and policies.

[...]

(3) Policies. It is the policy of the city of St. Helens to:

[...]

(k) Subject proposed alteration of the city's historic resources to design review and historic documentation to encourage preservation of ~~the structure's~~ historical assets.

(l) Devise a program for attempting to preserve those historic resources that are threatened with demolition.

(m) Encourage adaptive reuse of historic resources.

~~(n)~~ (n) Utilize zoning, buffer zones, and design review procedures to protect noise-sensitive areas from noise-producing areas.

~~(o)~~ (o) Institute design review procedures to protect the area's archaeological resources.

~~(p)~~ (p) Comply with applicable state and federal environmental regulations.

~~(q)~~ (q) Revise all land development standards to encourage solar access, establish criteria for approval of energy facilities, remove obstacles to energy-efficient design, and require energy-efficient development when ownership is to be transferred to the city upon completion.

~~(r)~~ (r) Develop protection programs for the following St. Helens significant resources: wetlands, riparian corridors, wildlife habitats, groundwater resources, natural areas, wilderness

areas, mineral and aggregate resources, energy sources, and cultural areas.

[...]

CHAPTER 19.12 SPECIFIC LAND USE GOALS AND POLICIES

[...]

19.12.070 General commercial category goals and policies.

[...]

(1) Goals. To establish commercial areas which provide maximum service to the public and are properly integrated into the physical pattern of the city.

(2) Policies. It is the policy of the city of St. Helens to:

(a) Encourage new commercial development in and adjacent to existing, well-established business areas taking into account the following considerations:

- (i) Making shopping more convenient for patrons,
- (ii) Cutting down on street traffic,
- (iii) Maximizing land through the joint use of vehicular access and parking at commercial centers, and

(iv) Encouraging locations that enjoy good automobile access and still minimize traffic hazards.

(b) Designate sufficient space for business so that predictable commercial growth can be accommodated and so that an adequate choice of sites exists.

(c) Ensure that all commercial enterprises maintain sufficient off-street parking to accommodate their patrons, workers and loading requirements.

(d) Emphasize and support existing town centers as business places. When areas are developed adjacent or next to existing town centers, ensure that the new development is compatible with and will complement existing development.

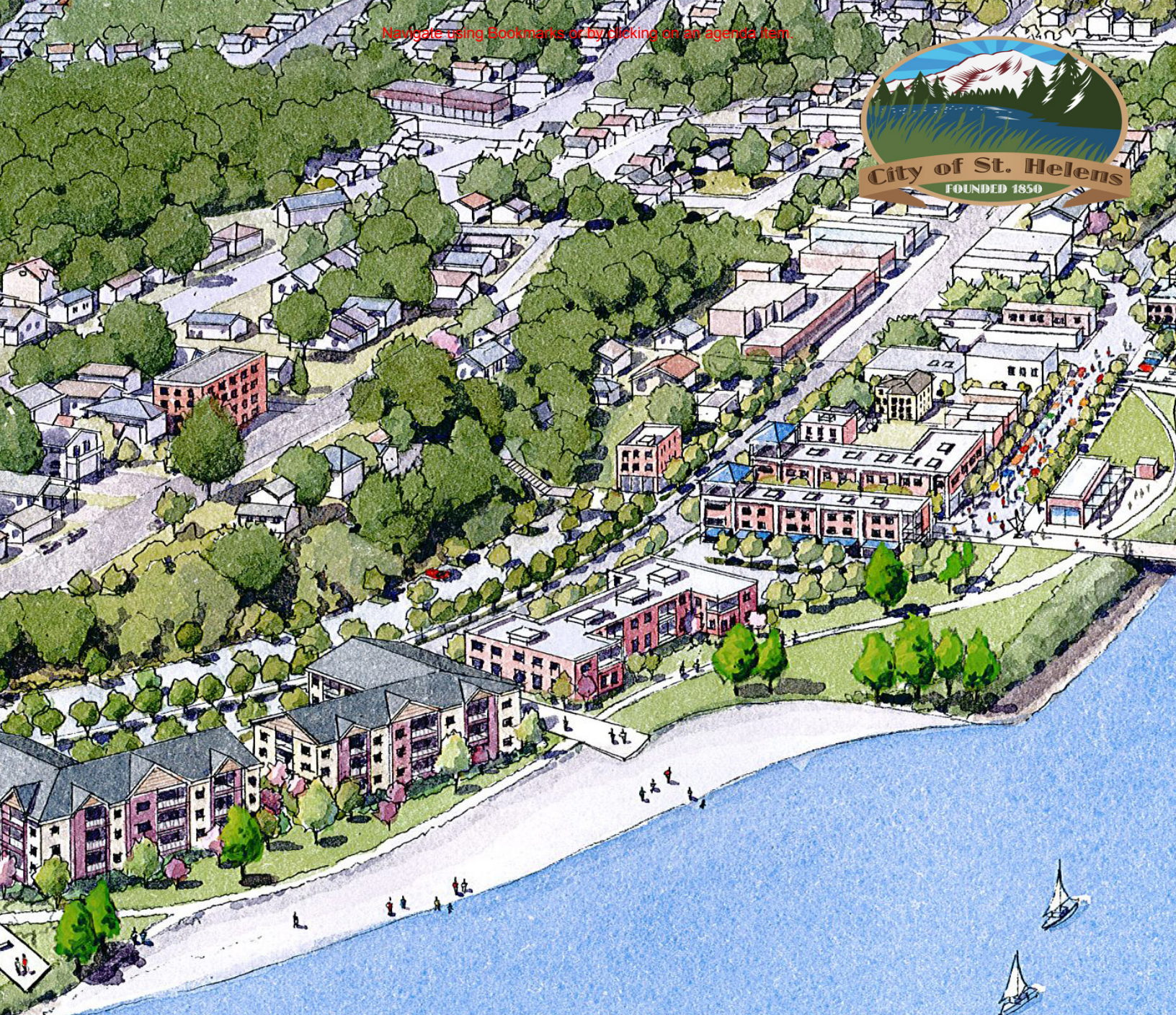
(e) Improve the general appearance, safety and convenience of commercial areas by encouraging greater attention to the design of buildings, parking, vehicle and pedestrian circulation, and landscaping through a site design review procedure.

(f) Preserve areas for business use by limiting incompatible uses within them.

(g) Encourage a variety of retail shopping activities to concentrate in the core commercial areas to enhance their attractiveness for a broad range of shoppers; additionally, encourage in this area the development of public spaces such as broad sidewalks, small squares, etc., to facilitate easy, safe, pleasant pedestrian circulation. When located along the waterfront, such public spaces shall facilitate public access to and enjoyment of the Columbia River and Multnomah Channel to the maximum extent possible.

(h) Encourage in-filling of vacant lands within commercial areas.

(i) Encourage redevelopment of waterfront property that is not designated industrial and can be integrated with existing nearby commercial or mixed use areas.



ORD NO. 3215
ATTACHMENT "E"

USEPA AREA-WIDE PLANNING PROJECT
Resolution 1765

December 2016



ACKNOWLEDGMENTS

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Keith Lock - City Council
Susan Conn - City Council
Ginny Carlson - City Council
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EXECUTIVE SUMMARY

St. Helens, Oregon thrived as a leading exporter in the timber industry since the time of its founding in 1850. However, the decline of the timber industry and eventual closing of most mills in the 2000s created negative ripple effects throughout the community. Downtown St. Helens has failed to fully recover and is characterized by struggling businesses, vacant storefronts and a decline in residential development. City leaders and community members recognized the need for a change on the waterfront and have been actively developing a future vision for the waterfront, planning for new public amenities as well as employment opportunities.

The U.S. Environmental Protection Agency's (EPA) Area-Wide Planning (AWP) program, is the most-recent step in this community-driven effort to reshape the St. Helens waterfront. The AWP program has benefited from the planning and visioning completed through previous programs to focus on an action-oriented plan for that will guide implementation of the waterfront redevelopment. That action-oriented plan is this Framework Plan. It is the culmination of countless hours dedicated by City staff, members of the Waterfront Advisory Committee, and the St. Helens community.

The purpose of the St. Helens Waterfront Framework Plan is to provide an understanding of the opportunities these catalytic properties present and outline the major City-led investments that are necessary to spur the next phase of development. The planning process was supported by the enduring commitment of the St. Helens community. An average of over 100 people attended each public event. This plan seeks to capture and represent their collective preferences, which helped drive the recommendations made in this report. The Framework Plan creates certainty for developers by indicating where development can occur on the site, and defining the criteria that the City will use as it considers different development options. Lastly, this plan creates a clear path forward to implementing the Framework Plan and presents a detailed outline of projects that will guide the City through the steps toward redevelopment in the short- and long-term.

The immediate next step is for the St. Helens City Council to adopt this Framework Plan. The following actions summarize the pathway forward:

1. **Attract a Developer:** Success requires a private development partner. The recommended approach for development is to market the property, release a Request for Information or Qualifications to interested developers, and work with the selected developer to produce a Master Plan. Ideally, the Master Plan will lead to a Disposition and Development Agreement (DDA) that outlines roles and investment responsibilities for the development partner and the City.
2. **Address the Zoning Code:** Once the City has determined its preferred development approach, it should ensure that the zoning code enables that approach. Options available to the City range from small changes to reflect the Framework Plan to a full re-zone of the Veneer Property.
3. **Fund Necessary Improvement Projects:** To create certainty for development, the City should create a comprehensive funding program for the property's infrastructure that includes a combination of urban renewal, state grants, and public-private partnerships.



INTRODUCTION

1.1 CONTEXT

The City of St. Helens (city) is located at the confluence of the Multnomah Channel and the Columbia River, where it surveys the northern tip of Sauvie Island and across the water, toward Mt. Hood and Mt. St. Helens. Perhaps this is the same view Lewis and Clark marveled at during their stay with the Chinook Indians, who occupied the area in 1804. The city was founded in 1850 and thrived as a hub for the region's booming lumber industry. The waterfront blossomed with activity as numerous mills and manufacturing plants, specializing in the production of paper and wood products, were built. The waterfront and downtown areas provided places for the many workers and their families to live, work, and play.

Industry has been at the heart of the city's waterfront and its economy up until the remaining mills closed most or all of their operations in the early 2000s. As the jobs disappeared from the heart of the city, so did many of the people, and the historic downtown has grown quieter. The city has since been dedicated to reclaiming the waterfront

so that it may serve the community in new ways, paying homage to both the past and the future by creating new amenities that can attract both new employers and residents to St. Helens.

City leaders and community members recognized the need for a change on the waterfront when the Boise veneer plant finally closed after years of declining profitability. The City adopted a new overlay zone that would permit commercial and mixed-use development on the site of the former plant. The community has since been actively developing a future vision for the waterfront that includes new amenities for the community and focuses future industrial and employment development further south on the industrial land formerly occupied by the Boise White Paper mill.

The City government of St. Helens (City) has acquired approximately 225 acres of waterfront property along



Looking south down The Strand towards the former industrial uses on the Veneer Property (approx. 1910)

1.1 CONTEXT

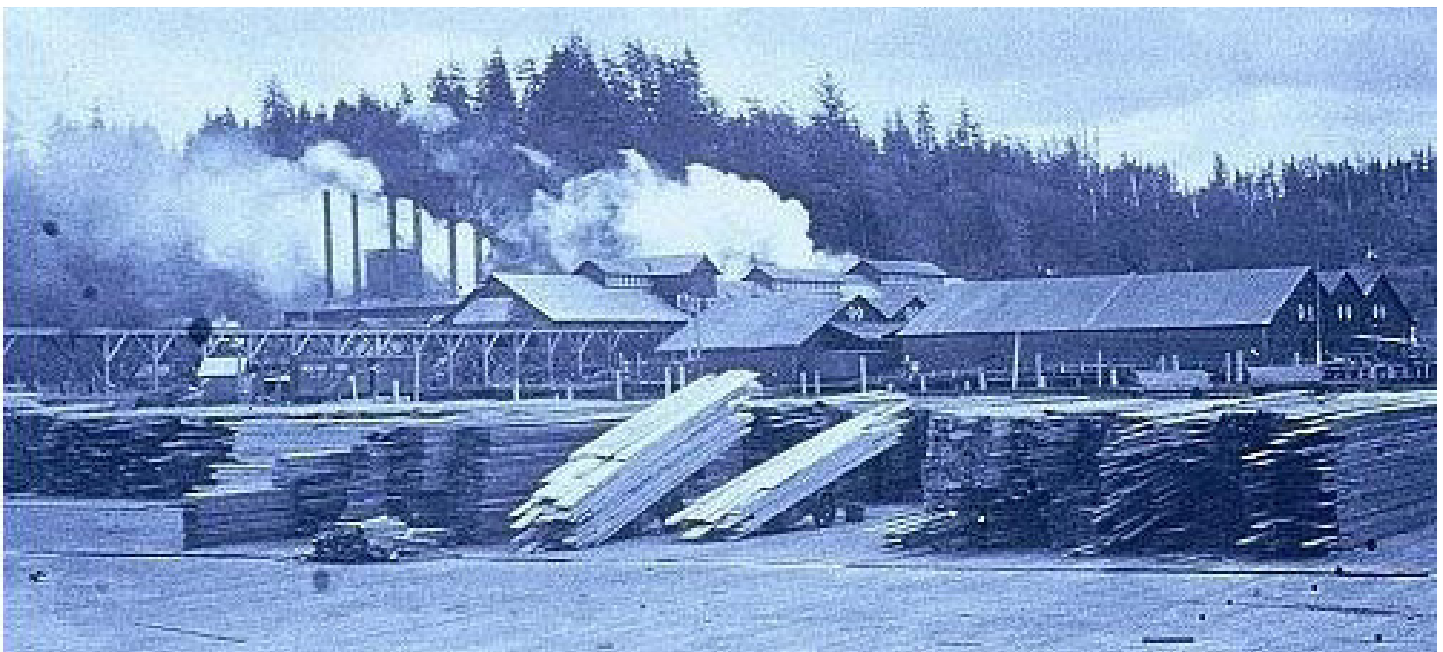
The U.S. Environmental Protection Agency (USEPA) Area-Wide Planning (AWP) program assists communities responding to local brownfield challenges, particularly where multiple brownfield properties are in close proximity; are connected by infrastructure; and limit the economic, environmental, and social prosperity of their surroundings.

the Multnomah Channel and the Columbia River. A key development opportunity is an approximate 25-acre property that is the former location of a plywood veneer plant, identified in this report as the Veneer Property. The Veneer Property's unique waterfront location, volcanic views, and proximity to downtown create a rare opportunity to bring new, mixed development to St. Helens. To the south lies a second key industrial property that was formerly the location of the Boise White Paper, LLC main mill operation, referred to in this report as the Boise White Paper (BWP) Property. It is approximately 205 acres, only 10–20 acres of which are occupied today by Cascade Tissue. This expansive industrial area is located close to US 30 and the City owns 58 percent of the land area, presenting the City with a significant opportunity to attract new employers to the area.

Three core principles guided this project:

- **Public Access.** Redevelopment should connect to city neighborhoods, reconnect the people to the waterfront, and connect the city to the greater local region. Safe and secure access to the waterfront and other green space is imperative. Redevelopment should also encourage water-related uses and preserve adequate public space while allowing for flexible private enterprise.
- **Natural and Cultural Heritage.** This project is an opportunity to return the highest public benefit to the greatest number of citizens over multiple generations. Green and sustainable development will be encouraged, and planning should anticipate a dynamic and changing future climate. Redevelopment should coexist with the Riverfront District both visually and economically.
- **Sustainable Economic Development.** Redevelopment should focus on a mix of housing, commercial, and recreational uses to create a “working waterfront.” This mix of industry and amenities is optimal for creating a space to attract development and drive jobs back to the city.

This plan is organized as follows: opportunities and constraints (Section 2); a summary of public outreach (Section 3); a vision for the Veneer and BWP properties (Section 4); a discussion of the framework plan (Section 5); and an implementation strategy (Section 6).

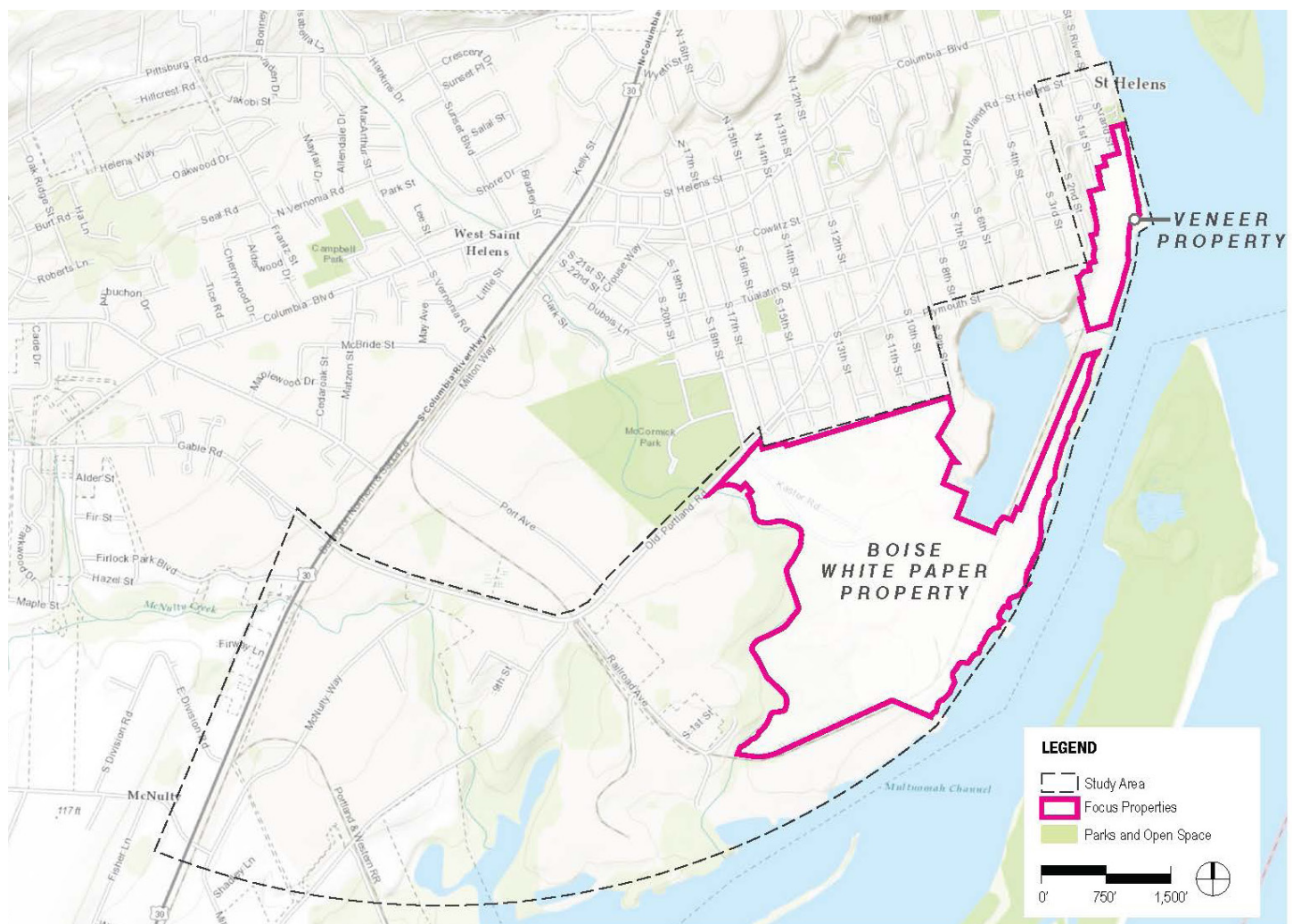


St. Helens Lumber Mill.

1.2 STUDY AREA

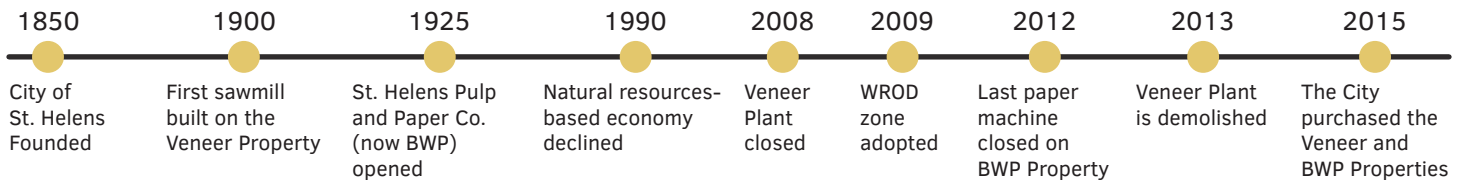
As shown in Figure 1-1, the study area includes a portion of the main street corridor, historic downtown, and two catalyst brownfield properties, Veneer Property and BWP Property, located on the city's waterfront adjacent to the historic downtown area. In this report, the primary focus is redevelopment of the Veneer Property. The study area provides the larger context for understanding how the local environment may help or hinder redevelopment of the Veneer Property. The BWP Property serves as a complementary catalyst property that will be able to support future industrial and employment development; it does not require the same level of planning, because its primary use is not expected to change. The Veneer Property presents an opportunity for St. Helens to build something new that is rooted in the community's identity and may grow to attract visitors, residents, and employers to the region.

FIGURE 1-1. STUDY AREA



1.2 STUDY AREA

PROPERTY HISTORY



PROJECT HISTORY

In 2014, the City participated in the prestigious American Institute of Architects Sustainable Design Assessment Team (SDAT) program. The SDAT program involved intensive workshops and outreach to both the public and local experts and stakeholders, culminating in a set of preliminary guiding principles. These guiding principles led the City to further engage and educate the community regarding the existing conditions, potential contamination issues, and potential future for the two focus properties.

In 2015, an Integrated Planning Grant (IPG) from Business Oregon extended future planning that focused on advancing the work of the SDAT program and preparing the City to implement a USEPA-funded AWP project. Specifically, the IPG project convened and engaged with an advisory group of community leaders and stakeholders, who confirmed and refined the vision and guiding principles for redevelopment of the waterfront, and broadly involved the community in the planning process through an open house. In 2015, the City obtained a U.S. Environmental Protection Agency (USEPA) Area-Wide Planning (AWP) grant to explore the redevelopment potential of City-owned parcels on the St. Helens Waterfront through a framework planning process.



The images on this page are renderings created during the SDAT process. Top right is a rendering of a marina with multi-use buildings. The middle is a rendering of residential mixed-use buildings. On the bottom left is a rendering of what a boardwalk would look like. In all cases, the border of the river is kept within the public realm, but development comes close to the water's edge benefiting from the prime real estate the property has to offer.

Navigate using Bookmarks or by clicking on an agenda item.

An aerial photograph of a coastal town. In the foreground, a large, dark, paved area, possibly a parking lot or industrial site, borders a body of water. The middle ground shows a residential area with houses and trees. In the background, a forested hill rises under a cloudy sky. The text 'OPPORTUNITIES & CONSTRAINTS' is overlaid in large white letters at the bottom.

OPPORTUNITIES & CONSTRAINTS

2.1 EXISTING CONDITIONS

The project team analyzed the existing physical, cultural, economic, and environmental contexts of the study area between October 2015 and January 2016. This analysis provided an understanding of the existing conditions, opportunities, and constraints, and served as a foundation for the AWP process to guide future planning. The full Existing Conditions report is available on the Waterfront Redevelopment Project webpage located under the Planning Department. Table 2-1 summarizes the basic site characteristics for the Veneer and BWP Properties.

TABLE 2-1. VENEER AND PROPERTY CHARACTERISTICS

SITE CHARACTERISTIC	VENEER PROPERTY	BWP PROPERTY
Size	25 acres	205 acres
Number of Parcels	1	13
Zoning	Predominantly HI, some Apartment Residential, WROD overlay	Predominantly HI, some light industrial, Willamette Greenway overlay
Ownership	City of St. Helens	City of St. Helens
Existing Structures	None	~20
Environmental Contamination	Yes, in small, contained areas.	Yes, exact extent and degree is unknown.
Environmental Risk Management	Prospective Purchaser Agreement	Environmental Indemnification Agreement



Photograph looking south from downtown St. Helens, across the Veneer Property towards the BWP Property.

2.1 EXISTING CONDITIONS

The following tables summarize the opportunities and constraints identified on the Veneer and BWP Properties. Figure 2-1 provides a graphical depiction of the Veneer Property's opportunities and constraints.

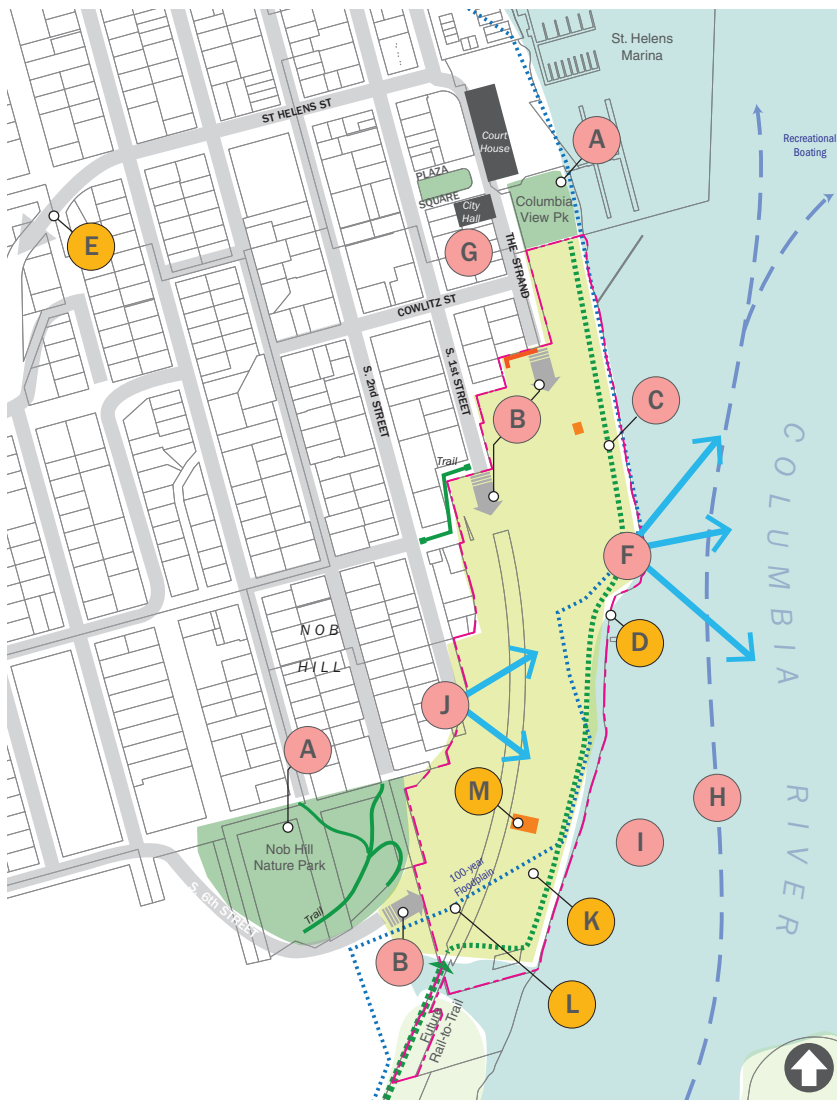
TABLE 2-2. VENEER PROPERTY OPPORTUNITIES AND CONSTRAINTS

CORE VALUE	OPPORTUNITIES	CONSTRAINTS
Public Access	<ul style="list-style-type: none"> • Adjacent to Columbia View Park • Existing Street Grid at Pedestrian Scale • View Corridors • Trails • Boardwalk • Public Ownership • Community Interest and Existing Events 	<ul style="list-style-type: none"> • Distance from US 30 • Limited Connection to River
Natural and Cultural Heritage	<ul style="list-style-type: none"> • Riverfront Mountain Views • Community Support • Historic and Cultural Education 	<ul style="list-style-type: none"> • Artificial Fill
Sustainable Economic Development	<ul style="list-style-type: none"> • Proximity to the Columbia River Downtown • Prospective Purchasers Agreement • Bluff Development • Public Ownership • Existing in-water infrastructure (e.g., pilings) 	<ul style="list-style-type: none"> • Historic Infrastructure • 100-Year and 500-Year Floodplain • Waterfront Redevelopment Overlay District • Floodway Close to Shore • Riparian Overlay • Shallow Bedrock • Heavy Industrial Zoning • Restricted Areas • Large Amounts of Fill

TABLE 2-3. BWP PROPERTY OPPORTUNITIES AND CONSTRAINTS

CORE VALUE	OPPORTUNITIES	CONSTRAINTS
Public Access	<ul style="list-style-type: none"> • US 30 Connection • Planned Access Improvements • Public Ownership 	<ul style="list-style-type: none"> • Minimal Public Access • Problematic Intersections
Natural and Cultural Heritage	<ul style="list-style-type: none"> • Return of Legacy Industry • Proximity to the Columbia River 	<ul style="list-style-type: none"> • Artificial Fill
Sustainable Economic Development	<ul style="list-style-type: none"> • Match Jobs to Workforce • Create Live-Work Community • Environmental Indemnification • Existing In-Water Infrastructure (e.g., pilings) • No Floodway 	<ul style="list-style-type: none"> • Historic Infrastructure • Developable Parcels Unknown • Stormwater • Shallow Bedrock • Developer Uncertainty: 100-year floodplain, 500-year floodplain, and Milton Creek and associated riparian area

FIGURE 2-1. OPPORTUNITIES AND CONSTRAINTS



PUBLIC ACCESS

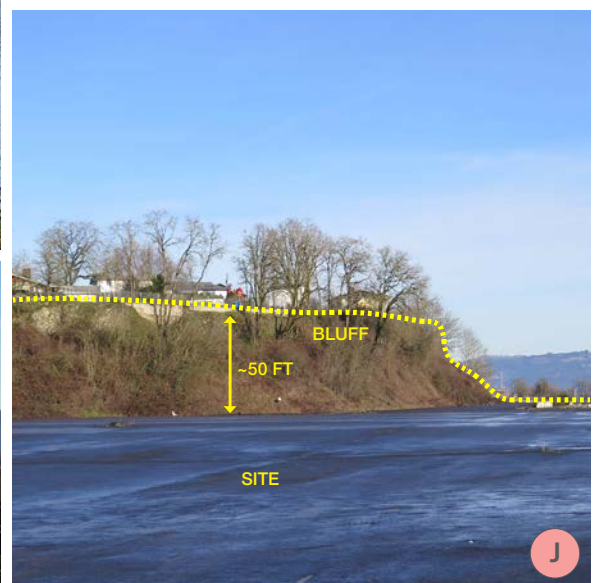
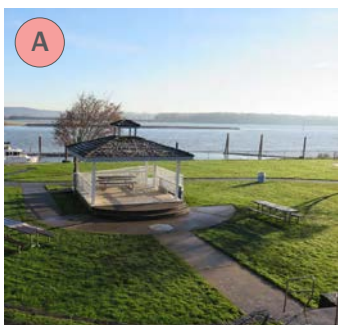
- A** CONNECTION TO EXISTING PARKS, OPEN SPACES, AND TRAILS
- B** DIRECT ACCESS FROM CITY STREETS
- C** OPPORTUNITY FOR NEW PUBLIC PATH ALONG WATER'S EDGE
- D** STEEP RIVERBANK LIMITS DIRECT WATER ACCESS
- E** HARD TO FIND FROM HWY 30, 3.5 MILES AWAY

NATURAL & CULTURAL HERITAGE

- F** VIEWS OF MT ST HELENS, MT ADAMS, AND MT HOOD
- G** CONNECTION TO HISTORIC DOWNTOWN CREATES REVITALIZATION OPPORTUNITY
- H** EXISTING WATER TRAILS CONNECT SITE TO SURROUNDING NATURAL AREAS

SUSTAINABLE ECONOMIC DEVELOPMENT

- I** DEEP WATER (~30 FT) CREATES OPPORTUNITY FOR RECREATION AND INDUSTRY
- J** STEEP BLUFF PROTECTS EXISTING VIEWS FROM POTENTIAL MULTI-STORY DEVELOPMENT
- K** ARTIFICIAL FILL ON SHALLOW BEDROCK CREATES CHALLENGE FOR DEVELOPMENT AND NATURAL RESTORATION
- L** 100-YEAR FLOODPLAIN MAY CONSTRAIN DEVELOPMENT
- M** RESTRICTED SOILS AND POTENTIAL GROUNDWATER CONTAMINATION



2.2 DEVELOPER INTERVIEWS

In spring 2016, members of the project team met with representatives of seven different real estate development firms to discuss development possibilities and issues regarding the St. Helens Veneer Property. There was general agreement among the developers of the value and scarcity of developable waterfront land. The property's beautiful views, connections to downtown, and relatively unconstrained development potential suggest it as an excellent location for waterfront residential development. All developers agreed that the biggest challenge for this property was the ability for St. Helens to prove that it can attract residents at high-enough incomes to support new construction. This suggests that the City will need to focus its efforts on marketing the city's economic development potential to attract new jobs.

Developers also noted that there are relatively few comparable developments nearby that serve as comparable development to meet underwriting criteria. Other themes that emerged were the importance of a vibrant downtown and the opportunity for the property to provide access to river users. Developers were in agreement that the City would need to provide a multi-pronged incentive toolkit and to expect that the property will develop in phases over many years. Several developers requested to stay informed on the development opportunity as it progresses.

A full summary of these meetings is available on the Waterfront Redevelopment Project webpage located under the Planning Department.

1.3 COMPETITIVE ADVANTAGE

The Veneer Property's competitive advantages are the conditions that make it more desirable for development compared to other locations.

- **Waterfront location and views.** The Veneer Property has sweeping views of the river, Mt. Hood, and Mount St. Helens, and is located adjacent to the historic downtown area.
- **City commitment to project success.** The City has acquired the land and continues to take the steps necessary to make it ready for development. The City remains committed to the community's vision for the waterfront and will provide incentives to attract a development partner who can help realize the vision.
- **Low cost of living.** St. Helens offers a small-town lifestyle within a relatively short commute to Portland-area employers and a lower cost of living. As housing costs in the Portland area increase, the City expects to see new residents appreciate the quality of life in St. Helens and seek a lower-cost home.
- **Water access.** Proximity to the water in a region where there is high demand for renting, mooring, and docking watercraft presents an opportunity to draw visitors not only from US 30 but also from the Columbia River. These visitors will support a vibrant mixed-use development on the Veneer Property and in the existing downtown that provides complementary amenities, such as a restaurant, a hotel, retail, and open space.

A photograph of a public meeting. A woman with glasses and a name tag is pointing at a large map on a wall with a green marker. The map shows a street grid with some areas highlighted in yellow and blue. Several people are gathered around the map, looking at it. The scene is indoors, with patterned wallpaper visible in the background.

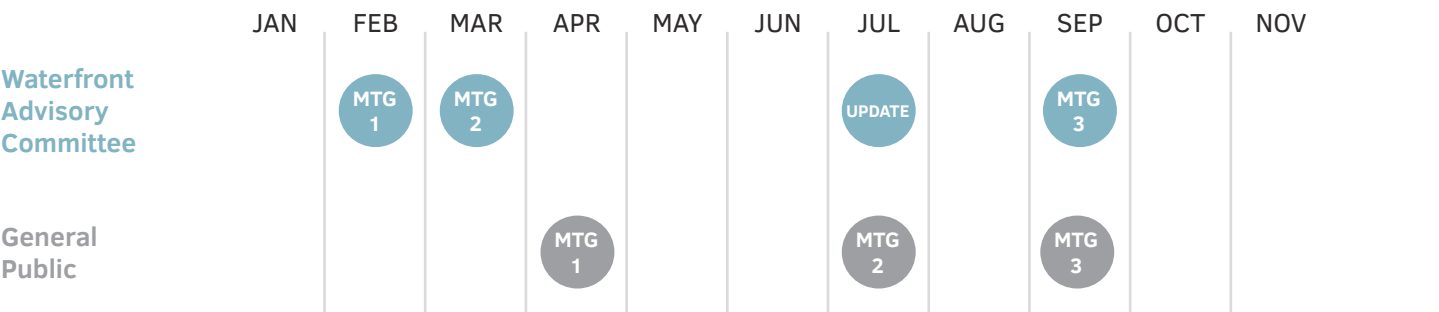
PUBLIC INVOLVEMENT

3.1 WHAT WE DID

Well before the SDAT planning effort in 2014, the St. Helens community has been actively involved in redevelopment of the waterfront. Beginning with the IPG project in 2015, the City established a Waterfront Advisory Committee (WAC) consisting of City Councilors and representatives from the Port of St. Helens; Parks Commission; Arts Commission; Planning Commission; and Public Health Foundation of Columbia County. This same committee was convened for the AWP process, meeting

four times between February and September 2016. The general public was also kept actively engaged in the process. Three public events were held between April and October 2016, each of which was attended by an average of over 100 people and included people who were becoming newly engaged in the project. Detailed meeting notes from the WAC meetings and public open houses are available on the Waterfront Redevelopment Project webpage located under the Planning Department.

FIGURE 2-1. CALENDAR OF COMMUNITY ENGAGEMENT EVENTS



Community members at the October 12, 2016 project completion celebration on the Veneer Property.

3.2 WATERFRONT ADVISORY COMMITTEE

The WAC was established to serve as an advisory panel through planning and redevelopment of the waterfront properties. This committee held three meetings, including a workshop for developing the Framework Plan, review of the framework and demonstration plan options, and review of the implementation strategy. The Committee was composed of 12 members selected to represent a diversity of stakeholder interests with long-term commitment to the community, including business, regional economic development, parks, arts and culture, and public health.

The full meeting minutes are available on the City website, listed on the Waterfront Redevelopment Project webpage located under the Planning Department.

MEETING 1: INTERACTIVE PLANNING WORKSHOP

The purpose of this meeting was to welcome the WAC to the AWP project, review the findings of the existing conditions report, and walk the committee through the interactive planning exercise. The interactive planning exercise was designed to help the committee imagine and prioritize how buildings, streets, trails, and open space could be organized on the Veneer Property. The WAC was split into two groups, each of which produced several framework plan scenarios. Several themes emerged from this interactive planning exercise, including:

- Desire for a marina located at the south end of the property
- Concerns regarding building heights and maintaining views
- Preference for a connection between 1st Street and Plymouth Street
- Overall demand for a greenway meant for the public
- Resistance to placing private development on the waterfront edge
- Support for on-water development, such as a floating restaurant or pier.



WAC members use chips to brainstorm layouts for streets, open space, and uses on the Veneer Property.

3.2 WATERFRONT ADVISORY COMMITTEE

MEETING 2: FRAMEWORK PLAN OPTIONS

The purpose of this meeting was to review the outcomes from the previous meeting's interactive planning exercise, present alternative framework plans for the Veneer Property, and discuss the economic trade-offs of the different plans, as well as the feasibility of the marina. The WAC provided specific feedback on transportation and parking, uses and services, environmental concerns, and other observations in advance of the framework plan alternatives being presented to the public.

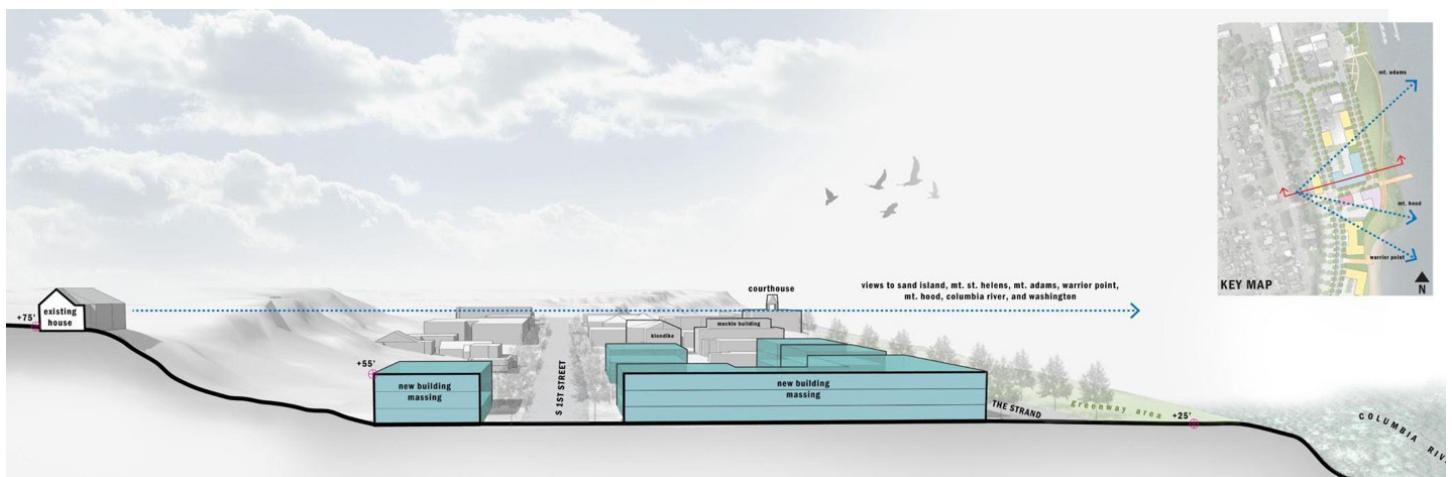
MEETING 3: IMPLEMENTATION STRATEGY

The purpose of this final meeting was to review the preferred framework and demonstration plans, and proposed implementation strategy to address any remaining concerns the committee had regarding the plans, as well as to review the project sheets, which provide an outline for how to move the Veneer Property toward and through redevelopment. Dwight Unti of Tokola Properties gave a presentation to the Committee to provide a developer's perspective on the existing opportunity that the waterfront presents, and what a developer will look for when he/she is interested in becoming involved in future development on the Veneer Property.

The Committee approved the preferred framework and demonstration plans, agreeing that the framework plan should be adopted by the City Council and that it explicitly state that the following elements be included:

- A connection between 1st Street and Plymouth through the property
- An extension of The Strand
- Pedestrian access ways through the property
- A greenway that is about 50 feet wide and a minimum of six acres
- A special waterfront-use area to allow for development fronting the water
- Development parcels that include a mix of uses

Lastly, the WAC confirmed which items are public-requirement must-haves versus preferences. This list was meant to serve as a starting point that may evolve over time, but can be included in a future Request For Information the City releases to developers.



The height of new development relative to the bluff was conveyed to the WAC utilizing the cross section above.

3.3 COMMUNITY ENGAGEMENT

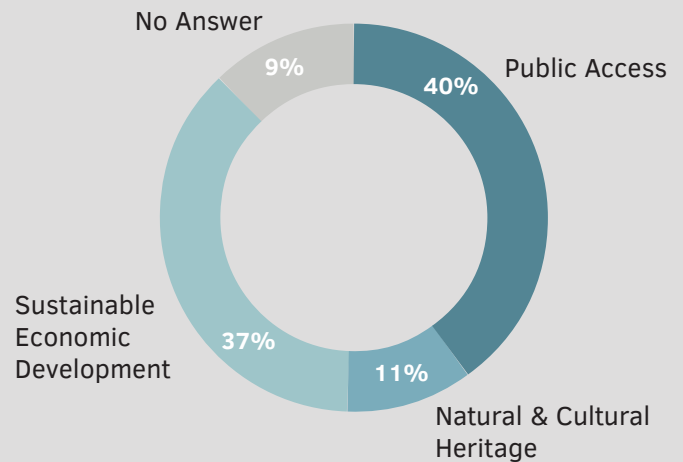
Engaging the St. Helens community was an integral part of this project. During the course of this AWP project, three public open-house events were held. Over 100 people attended each event, each time including people who had not previously been involved in the process. It was clear that the community felt passionate about how the waterfront should be redeveloped; their preferences are reflected in the final outcome. The notes from each public open house are available on the City website, listed on the Waterfront Redevelopment Project webpage located under the Planning Department.

OPEN HOUSE 1: INTRODUCTION TO THE AWP PROGRAM AND PRELIMINARY FRAMEWORK PLANS

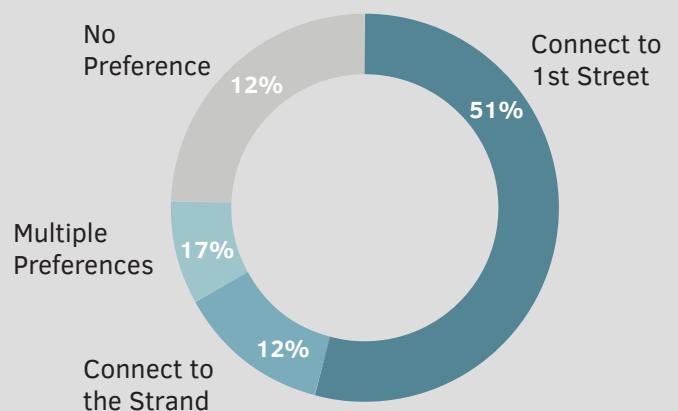
The first open house was held on April 27, 2016. The purpose of this event was to present the preliminary framework plan scenarios and receive feedback on the street layout, amount of open space, and types of uses. There were five stations through which attendees could circulate and talk to staff, including a review of the AWP process, a station for each framework plan scenario, and a station where participants could design their own framework plan scenario. Attendees were provided with fact sheets that they could reference during the open house and comment cards where they could provide feedback. A total of 75 comment cards were received.

FIGURE 2-2. COMMENT CARD FEEDBACK

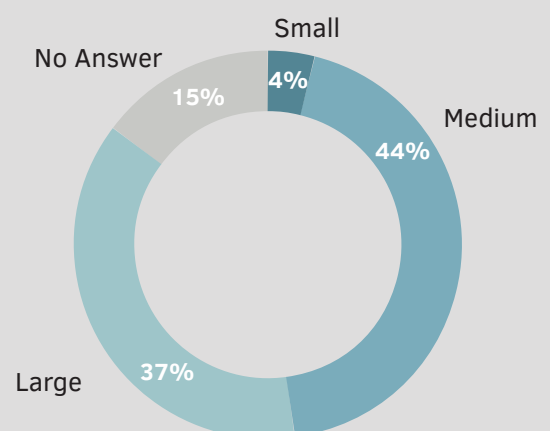
Which core value do you connect with most?



Which road alignment do you prefer?



How much open space should there be?



3.3 PUBLIC OUTREACH

OPEN HOUSE 2: PREFERRED FRAMEWORK PLAN

The second open house was held on July 6, 2016. The purpose of this event was to keep the community engaged in the redevelopment process and covered topics including the preferred framework plan, potential strategies for implementation, the festival street concept, branding, and repurposing the wastewater lagoon located between the Veneer and BWP properties. To facilitate small group conversations on these topics, staff set up six stations, including an overview of the AWP process; the preferred plan concept; implementation; streets; the public realm; and branding. There was also a station for a related but separate project on the repurposing of the wastewater lagoon located between the Veneer and BWP properties.



OPEN HOUSE 3: CELEBRATION

The final open house was held on October 12, 2016. Approximately 70 people attended the event. This event was a celebration of the effort put forward by the community, WAC, and City staff on the AWP project. Boards were set up showing the final preferred framework plan, demonstration plans, diagrams showing views of the river from the bluff given various building heights, and a rendering of future development. Additionally, information about the next steps in the redevelopment process was distributed, with an emphasis on the upcoming urban renewal planning process. Many of the attendees were excited about the work that had been done and happy that the City was actively working towards the next steps of the project.



Final public open house attendees show their support for the St. Helens Area-Wide Planning Waterfront Redevelopment Project.



A VISION FOR THE WATERFRONT

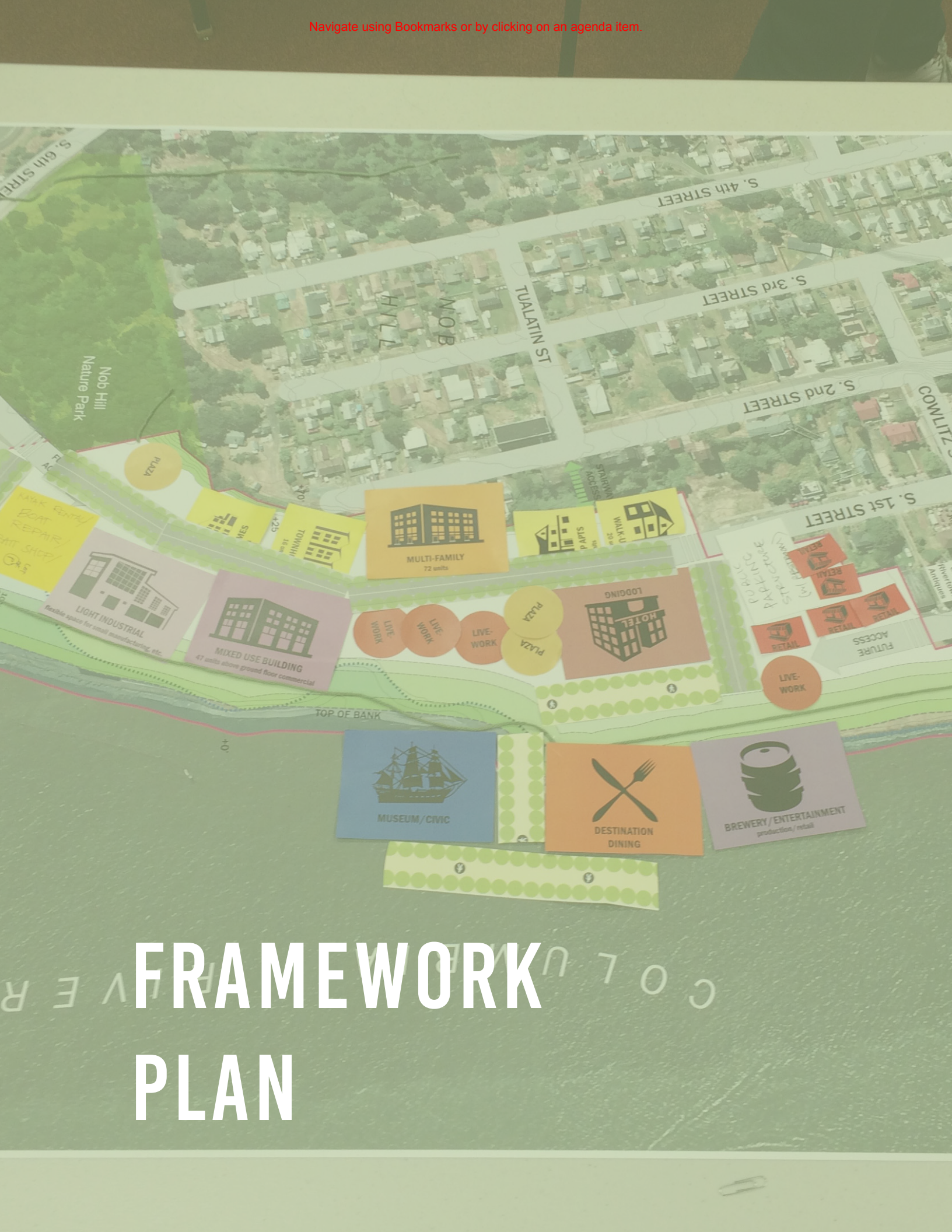
4.1 VISION STATEMENT

For centuries, people have come to the banks of the Columbia River at its confluence with the Multnomah Channel and the Lewis River. The fertile Sauvie Island was once home to thousands of Native Americans. It was here, where thickly forested slopes met a wild and wide river that the community of St. Helens began and grew. The city's riverfront was its lifeblood for decades, where timber and paper were processed and exported, where ships were built and salmon were pulled from the Columbia River. With economic and societal changes, over the years the riverfront has also changed. What was once a fully industrial, working place with very little opportunity to see or touch the river is becoming a more diverse riverfront, with greater environmental protection balanced with opportunities for new recreation, employment, and housing.

The vacant Veneer Property is the focus of this Framework Plan. With its direct connection to downtown St. Helens, it offers the potential for a **vibrant waterfront district** with amenities that can attract new residents and employers to St. Helens, as well as new residents. Both groups will enhance the community's tax base, generating further opportunities for current and future members of the St. Helens community. The St. Helens riverfront will seamlessly extend from downtown, with walkable, tree-lined streets. Along the Columbia River, where people have gathered for millennia, an expansive park with trails and recreation will once again provide the setting for the community to return to its river.



A rendering of the future St. Helens waterfront.



FRAMEWORK PLAN

5.1 WHAT IS A FRAMEWORK PLAN?

There are a number of potential future scenarios for redevelopment of the St. Helens riverfront. The Core Values stated in the Introduction play a fundamental role in establishing civic intent for the property's redevelopment. In the coming years, citizen advocates and City staff will closely observe the redevelopment process. A Framework Plan that creates both certainty and flexibility in the future with a general layout for the property. This Framework Plan is designed to establish non-negotiable plan elements described in the following sections.

This Framework Plan is a simple and general outline that will guide future, more detailed development plans, to be prepared by separate design and engineering teams as property improvements take place. The framework focuses on securing and cementing the most important public improvements that will form the basis for future public-private redevelopment: it shows general alignments for roads and public access ways, outlines areas for future development, and defines the large, contiguous area that will remain as a public park and greenway trail area along the water's edge. The Framework Plan will be adopted by the City Council and recognized in the City's development code, thereby regulating the essential improvements to the property and guiding future qualitative assessment of more detailed plans for individual properties and buildings.

A similar Framework Plan has not been prepared for the BWP Property to the south, because it is expected to continue its existing industrial operations.

The demonstration plans that follow the Framework Plan display different ways in which development under the Framework Plan could be realized in terms of building massing, development of the waterfront park and trail, and distribution of uses.

5.2 PHYSICAL FRAMEWORK

The physical design proposed for the Veneer Property is intended to provide some level of certainty to guide future City decisions, along with a more flexible approach, to the form and arrangement of development on a number of parcels.

LAND USES

A wide range of land uses is possible for the Veneer Property and is supported at a certain scale by market conditions, described earlier. For example, townhouses could be a potential use, but not in large numbers. Retail is another potential use, but recent market studies (ECONorthwest, 2015) suggest that no more than 12,000 square feet of retail can be supported, which is essentially one to two small structures. Page 24 shows images of potential development types at an appropriate scale, all of which were deemed appropriate by the WAC and the public.

veneer: physical layout

The plan offers a general framework for the property and outlines, with more certainty, some important plan elements. All of these elements will be further studied and refined as part of future design and engineering processes. These elements include:

- Extension of 1st Street south into the property, with a similar right-of-way (ROW) width of 80 feet.
- Connection of this 1st Street extension through the property to a future southern entrance to the property, where Plymouth Street currently terminates as also identified in the City's Transportation System Plan (2011).
- Extension of The Strand south into the property, at a ROW width of 70 feet.
- New east-west connection between the extensions of 1st Street and The Strand (known as 1st and Strand connector) with a ROW width of 70 feet. This new east-west portion of The Strand will be in direct alignment with the street grid in the Nob Hill neighborhood.
- An effective grid of streets or access ways radiating from 1st Street, providing regular gaps in development to allow public riverfront access and views. The southernmost access way should be aligned with a view of Mt. Hood from the property and from the adjacent bluffs.

FIGURE 5-1. FRAMEWORK PLAN



POTENTIAL DEVELOPMENT LAND USE TYPES



Light Industrial/Marine Commercial



Light Manufacturing/Brewery



Restaurant



Mix of Uses



Civic/Institutional



Hotel



Apartments



Retail

5.2 PHYSICAL FRAMEWORK

- Realignment and improvement of the existing stairs that currently extend from the east end of Tualatin Street down toward 1st Street and the Veneer Property.
- Formation of large new development parcels accessed from this grid of new streets and access ways.
- Dedication of a significant new greenway open space along the entire length of the property's Columbia River frontage, with a minimum width of 50 feet and an approximate or minimum size of at least six acres.
- An extension or enlargement of the existing Columbia View Park to the south, creating a contiguous park that allows for growth in programmed activities at the park and potential growth of play areas or active sports.
- A continuous trail through this greenway, from Columbia View Park to the southern end of the Veneer Property at Frogmore Slough, with potential for further extension over an existing rail trestle to the BWP Property.
- Restoration of the riverbank associated with the new greenway.
- Protection and restoration of the steep slopes and cliffs that form the property's western boundary, including portions of Nob Hill Nature Park.
- Building footprints placed on the street edges (or frontage) of development parcels suggest a preferred urban design arrangement that echoes the more traditional urban form of downtown St. Helens and other Oregon towns, rather than an auto-oriented layout that sets buildings back away from the street edge.

Demonstration Plan A

This plan proposes a dramatic new urban open space on the riverfront, extending Columbia View Park south to the future street connecting The Strand and 1st Street. The scale and style of development that exists along The Strand and 1st Street continues onto the property, with small-scale buildings lining the street extensions and facing east of the Columbia River. At the 1st and Strand connector, a large development parcel on its north frontage is shown with a major institutional or civic use such as a museum, healthcare facility, or educational entity. Commercial or retail uses and a restaurant are suggested on the south side of the 1st and Strand connector, providing a level of urban activity and energy that can form the heart of the new neighborhood. The 1st and Strand connector terminates in a public plaza with a pier extending over the Columbia River. A trail along the riverbank intersects with this plaza and continues south, intersecting with public access ways at two locations with small plazas and overlooks the river's edge. At the south end of the property in this Demonstration Plan, a small marina is proposed with a brewery or restaurant on the upland property, including outdoor seating. On the east side of 1st Street, new uses are shown arranged to maximize view frontage to the river while providing additional surface parking to complement on-street parking and the surface lots west of 1st St.

Demonstration Plan B

This plan illustrates a slightly different configuration of uses on the property. New buildings line the extensions of 1st and The Strand. The 1st and Strand connector will still be an active core for the neighborhood, perhaps with more retail or commercial uses. In this plan, a new restaurant is shown on the east side of The Strand, providing a dramatic site surrounded by public access, including the extended greenway trail. In place of a pier, a large overlook plaza is shown at the end of The Strand. An option is shown for a Waterfront Special Use Area (see Figure 5.1) that proposes additional development east of the Strand, recognizing that these parcels will hold much potential appeal for certain destination uses, including a brewery, restaurant, café, or other commercial use. This type of use could also help create activity on

DEMONSTRATION PLANS

In addition to the fundamental infrastructure improvements proposed in the Framework Plan, this document includes two illustrative plans that provide examples or "demonstrations" of how future development is envisioned by the community. These demonstration plans include the following consistent components:

- Framework Street extensions are illustrated with trees and sidewalks to provide a sense of the character of these future streets.
- West of the 1st Street extension, surface parking lots are proposed with shade trees. This parking will be available to serve future development use to the east of 1st Street, and can be replaced with buildings if market conditions change in the future.
- Generally, new development is shown as simple building envelopes that are sized to reflect current real estate market trends for residential and commercial footprints.

FIGURE 5-2. DEMONSTRATION PLAN A



FIGURE 5-3. DEMONSTRATION PLAN B



5.2 PHYSICAL FRAMEWORK

the waterfront, a place to relax and enjoy the views, and could help to keep “eyes” on the expanded Columbia View Park, making it safer for the community. This Waterfront Special Use Area should include additional development regulations to ensure that future buildings provide ample public access as well as building and site design that are sensitive to such a visible location. The plan also shows a potential mix of uses between 1st Street and the greenway park, but in this demonstration, the buildings provide more frontage on 1st Street, with semi-public courtyards facing the river and effectively enlarging the size of the waterfront open space. At the property's south end, a Marina is also demonstrated, along with a destination use such as a hotel or restaurant.

STREET DESIGN

The two new street cross-sections in the Veneer Property are designed to create a pedestrian-friendly district, maximize safety, increase availability of parking for events, and facilitate public enjoyment of the waterfront and property as a whole. The extension of 1st Street will maintain its designation as a Collector (per the City's 2011 Transportation Systems Plan), and the extension of The Strand is proposed as a new “festival street,” with special paving and booth space that can be closed to vehicles during events.



All new streets should reflect Complete Street design principles: walkable, bikeable, and green.



Green parking lots with trees and stormwater planters.



Low-impact stormwater treatment along pedestrian accessway.



Pedestrian accessway.

5.2 PHYSICAL FRAMEWORK

1st Street

The extension of the 1st Street collector is shown with a modified ROW width of 80 feet to allow for on-street parking and buffered bike lanes to maximize cyclist safety. On the west side of the street, continuous planter strips with street trees and stormwater treatment swales will create a green edge between the street and the surface parking lots proposed at the base of the bluff. On the east side, adjacent to future development, street trees can be planted in tree wells or with tree grates to create a more urban pedestrian environment and wider, effective sidewalk width.



FIGURE 5-4. 1ST STREET CROSS SECTION



5.2 PHYSICAL FRAMEWORK

The Strand Festival Street

The Strand festival street cross-section shows a ROW width of 70 feet—20 feet wider than its Local Street designation—to allow for additional event space and amenities. The festival street includes two travel lanes and on-street parking on either side of the street: parallel parking on the west side and angled parking on the east side facing the new greenway and river view. This was designed based on community desire for space to park on rainy days and watch the river go by. These on-street parking spaces would also double as booth space for events such as markets, fairs, art walks, or other programming, as shown in Figure 5-5.

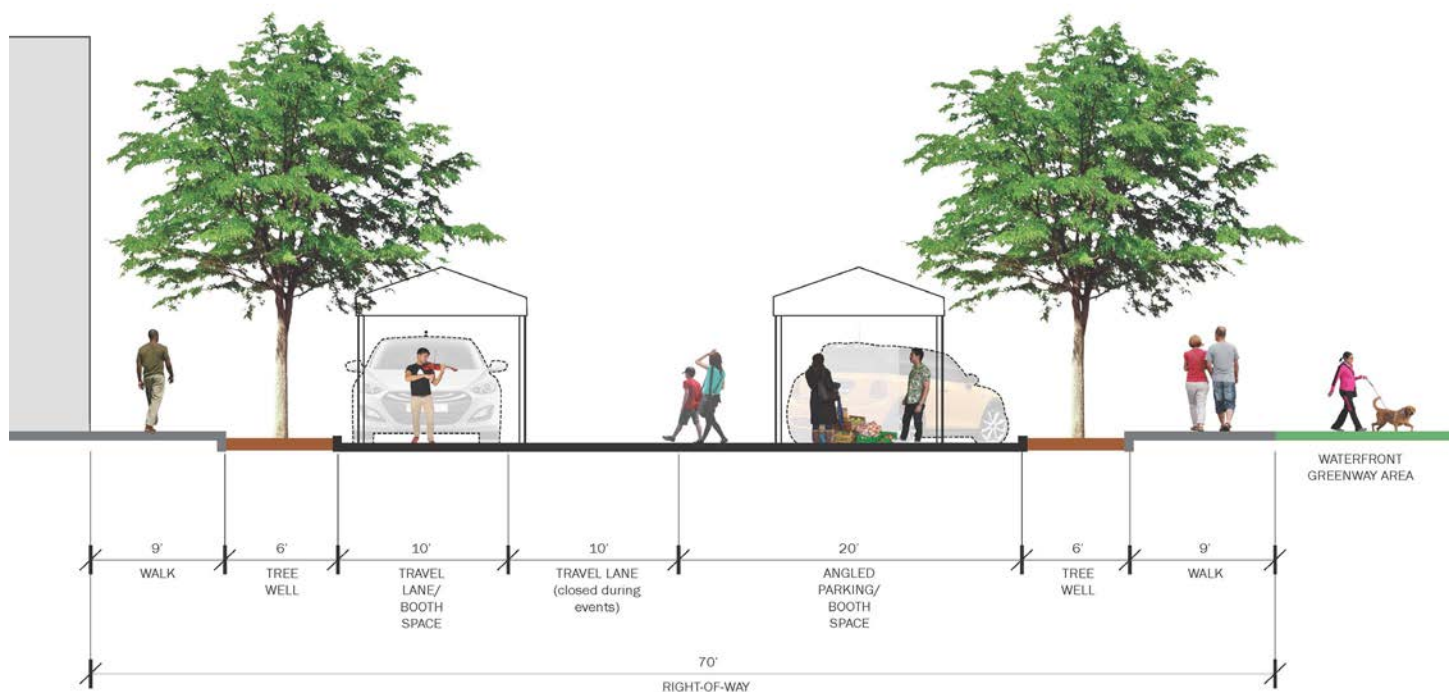


Above: A “festival street” extension of The Strand could be closed to vehicular traffic for special events or markets.



Left: Angled parking on the riverward side of The Strand festival street could provide a place to view the water on rainy days.

FIGURE 5-5. THE STRAND CROSS SECTION



5.2 PHYSICAL FRAMEWORK

GREENWAY DESIGN ELEMENTS

The new public waterfront greenway on the Veneer Property will provide at least six acres of continuous open space along the river's edge, emphasizing public access to the river as the highest priority for the property. The greenway area will provide opportunity for a range of different active and passive recreational space. This could include gardens, lawns, natural play structures, designated areas for dogs, and other amenities. Access to the water's edge will also be incorporated in the greenway design, whether through creation of a beach (if desired and feasible) or through smaller areas accessed by trails down from the top of the bank. Specific designs for the area will be determined with public input when the City implements the greenway project.

A new waterfront trail will be a central element to the new greenway area. It will connect to Columbia View Park at the north and lead to the southern end of the Veneer Property, where a future connection over the existing rail trestle can be made further south, onto the BWP

Property and beyond. The trail and its offshoots may vary in width and material, and will be punctuated by areas for amenities like seating, viewpoints, and overlooks at each east-west connection back to 1st Street. These connections or public access ways will be required as part of future development, and will be pedestrian streets with access for service and emergency vehicles only.

Along with human use of the waterfront, habitat for fish and wildlife will also be integral to complete improvements to the Veneer Property. Currently, passers-by can observe osprey nests at the south of the Veneer Property's waterfront. The water's edge should remain a viable habitat area for osprey and other wildlife. This can be accomplished through appropriate restoration of the riverbank to a native vegetation structure and by restoring shoreline habitat—for example, upland portions of the bank can be planted to improve the water quality of runoff, and the water's edge can be restructured to provide shaded, cool-water refuge for aquatic wildlife.



A rendering of a future greenway space along the Veneer Property waterfront.

5.2 PHYSICAL FRAMEWORK

MARINA

A number of boating-related uses have been suggested for the southern end of the Veneer Property to complement and energize proposed development. This location is relatively protected from prevailing northwest and eastern winds, and is not subject to currents from the main channel of the Columbia River, or the Willamette's Multnomah Channel. Although the site is not particularly suited to marine-related industrial uses, it could be developed to provide an amenity for residents of the new waterfront community, a better-protected, permanent moorage for other local residents, as well as new entertainment and service amenities for cruising boaters from other areas of the Portland marketplace.

The St. Helens regional boat moorage market seems to have nearly recovered from its pre-recession slump, with some slow growth occurring in mid-size (>30') and larger boats (>40'). Most of the moorage available in this stretch of the Columbia River and Multnomah Channel is old and tired. Newer facilities, such as McCuddy's Big Oak Marina (12 miles south of St. Helens), are generally exhibiting a higher demand than the older facilities. Initial

plans for the marina could focus on accommodating and attracting these larger vessels as permanent tenants, because there seems to be some unfulfilled demand for larger slips in the Portland regional market that are attractive to boaters with large investments in this lifestyle.

A new moorage facility in this location could generate strong synergy with upland source of entertainment (such as a brewery or restaurant). The combination could become a second focus for community activities, an attractive feature for marketing the new residential neighborhood and a drawing card for visitors arriving on land as well as water. The upland facility could be designed to include restrooms and showers for visiting boaters. It could also include a small supply shop and convenience market, a marine maintenance and detailing service, or other service-based businesses that would benefit from being on the water.

The next steps for implementing a marina on the Veneer Property are discussed on Project Sheet C7 in Appendix A.



The marina at Scappoose Bay.

5.2 PHYSICAL FRAMEWORK

BOISE WHITE PAPER: DEVELOPABLE PARCELS

Maintaining industrially zoned land is an important part of the city's and the region's economic development strategy. Since the City owns the BWP Property and several other parcels in the northwest portion of the study area, it is important to understand the opportunities that exist to market this land to potential employers. This preliminary analysis provides an overview of where there is concentrated potential for industrial

redevelopment in this area. The analysis looks at all of the industrial parcels that are vacant or underutilized, and that are in or adjacent to the study area. For this analysis, "underutilized" means that the ratio of improvement to land value is 50% or less. The analysis grades how developable the parcels are based on the factors described in Table 5-1. A higher score means there are fewer barriers to developing the parcel. This includes approximately 560 acres of industrial land, and a total of 65 parcels.

TABLE 5-1. BWP PROPERTY DEVELOPABLE PARCELS CRITERIA AND SCORING

FACTOR	GRADING	SCORES
Site Characteristics		
Acreage	Based on size of parcel; based on market demand for larger industrial parcels	2: 21+ acres 1: 6–20 acres 0: 0–5 acres
Ownership	Based on whether or not the parcel was already owned by the City	1: City-Owned 0: Other Owner
Vacant	Based on whether or not the parcel is currently vacant	1: Vacant 0: Not Vacant
Underutilized	Based on whether or not the parcel is currently underutilized	1: Underutilized 0: Not Underutilized
Transportation		
Proximity to US 30	Based on the parcel's distance from US 30	2: < ¼ mi 1: ¼ – 1 mi 0: > 1 mi
Utilities		
Water	Based on parcel's proximity to existing water utilities	2: 0–250 ft
Sewer	Based on parcel's proximity to existing sewer utilities	1: 251–1000 ft
Stormwater	Based on parcel's proximity to existing stormwater utilities	0: 1000+ ft
Environmental		
Wetland	Based on whether or not the parcel was in a wetland area	
Floodplain	Based on whether or not the parcel was in the FEMA 100-year floodplain	1: No
Critical Habitat Area	Based on whether or not the parcel was in a critical habitat area	0: Yes
Contamination	Based on whether or not there is suspected or known contamination on the property	

5.2 PHYSICAL FRAMEWORK

The historic industrial use of this property, its separation from downtown, and its proximity to OR US 30 make the BWP property suited to accommodate future industrial development. The parcels within the BWP property were evaluated to determine how developable they are. The analysis included an assessment of the parcel conditions, proximity to US 30, access to utilities, and environmental constraints (the full score table is available in Appendix B).

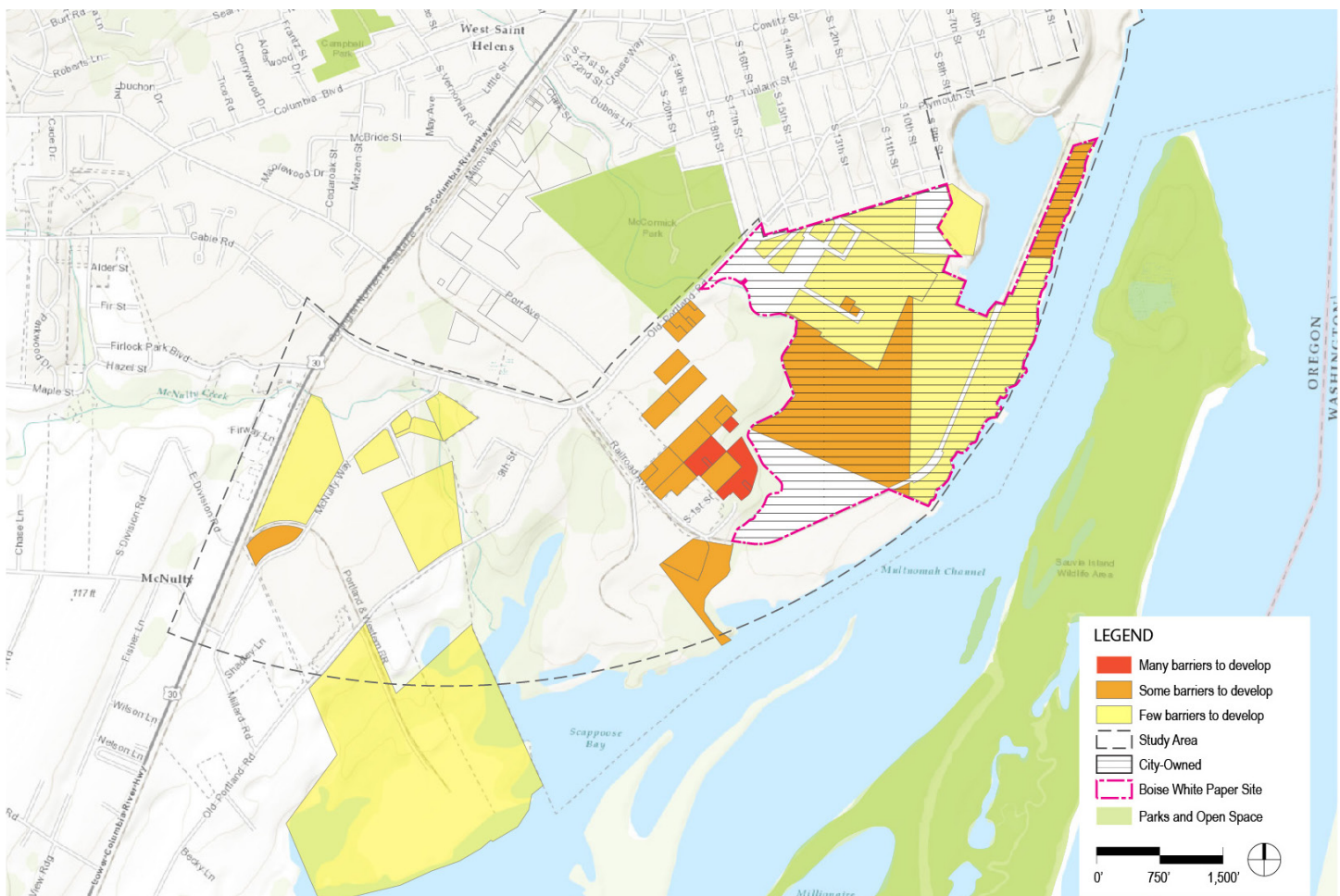
Figure 5-6 shows the scoring of the parcels. The primary findings from this analysis are:

- **Of the 13 City-owned parcels, 8 have few barriers to development.** This means that the City will need to use these findings to address the remaining barriers and make these properties more marketable. This might include aggregating properties that are too small for the industrial market, updating the

riparian designation in the St. Helens Municipal Code (SHMC), and improving transportation connectivity to parcels farther from US 30.

- **The average size of City-owned parcels is 21.4 acres.** Most of the City-owned parcels are large and would be attractive to future industrial employers. The smaller parcels the City owns are in close proximity and could be aggregated into a larger property that would be more attractive for redevelopment.
- **Many of the BWP Property parcels have known or suspected contamination.** The unknown degree of contamination is a deterrent for future development. It is important to communicate to potential developers the protections provided under the environmental indemnification in effect on the BWP Property parcels.

FIGURE 5-6. BOISE WHITE PAPER DEVELOPABLE PARCEL ANALYSIS



5.2 PHYSICAL FRAMEWORK

- **Many of the BWP Property parcels are in a wetland, riparian, and/or critical habitat area.** These designations will require a future developer to go through a sensitive lands analysis and may act as a disincentive. It would be beneficial for the City to re-evaluate these designations on properties that have had a long history of industrial use and no longer support these sensitive environmental conditions.
- **There are many developable parcels closer to US 30.** As shown in Figure 5-6, there are many developable parcels that are closer to US 30 than the City-owned parcels. To counteract this, the City will need to address any transportation issues that inhibit traffic flow through to its parcels and support these improvements with way-finding infrastructure. A marketing strategy should be developed to make the parcels more attractive to developers. City ownership can be an asset in that the City can offer incentives, such as an expedited permitting process for redevelopment of these parcels.

Further review may be required to determine if parcels are lots of record.

5.3 STUDY AREA

The study area was evaluated to determine what off-site improvements are needed to facilitate redevelopment of the waterfront. It is likely that the Veneer Property will be developed in phases, starting at the north end to create synergy between the new development and the existing downtown. To support development, the City can do the following:

- **Put out a Request for Information or Qualifications (RFI or RFQ) to prospective developers rather than a Request for Proposal (RFP).** Since the layout and type of development on the Veneer Property will remain flexible under the adopted Framework Plan, it makes more sense to put out an RFI or RFQ, which will allow the developer to create a vision for the property with the City and the community.
- **Compile a one-page sheet describing key existing conditions in the community.** This could include demographics, school enrollment, median household income, vacancy rates, etc., which will give potential developers a sense of the community context.
- **Consider the range of financial tools the City can leverage.** Some tools include an urban renewal district, a vertical-housing tax abatement zone, and a development permit fee-relief policy.
- **Show dedication to revitalization.** This plan includes a list of projects to support redevelopment. The City should complete pre-development projects (e.g., activating the downtown business association, the St. Helens Economic Development Corporation or SHEDCO) to show that the City and the community are dedicated to redevelopment.
- **Support residential development downtown.** Currently the downtown area has very little residential development, which minimizes the demand for retail and other amenities, especially after 5pm. Adding residential development means creating 24-hour demand in the downtown area, which will support the existing businesses and encourage more employers to relocate to downtown.
- **Prioritize employment in the appropriate areas.** Having a major employer in the area would create another reason for people to live downtown. However, this type of development is better suited to the BWP Property and surrounding vacant and underutilized properties. The Veneer Property is a unique community asset, and should be reserved as a public asset and a space for vibrant redevelopment.
- **Expand art and cultural activities in downtown.** This will help create a sense of place and demonstrate community pride.

5.4 TRANSPORTATION CONNECTIONS

In order for development to occur, it is imperative to improve transportation connections to and through the Veneer Property and the downtown area for pedestrians, bicyclists, and automobiles. These physical improvements need to be coupled with a way-finding strategy so that people know to turn off the highway or pull up their boats to get to this area. The following projects are discussed in more detail on their individual project sheets in Appendix A, but are important transportation elements in the larger context of the study area (see Figure 5-7 below).

- **Old Portland Road/Gable Road.** A realignment of this intersection and installation of a traffic signal to encourage motorists to use McNulty Way rather than Old Portland Road to travel between US 30 and the St. Helens downtown and waterfront redevelopment area.
- **Old Portland Road/Plymouth Street.** A realignment of Old Portland Road, Plymouth Street, or installation of a three-, four-, or five-leg roundabout in order to better accommodate large delivery vehicles that frequently travel through this area and to provide better visibility.

- **Old Portland Road/Millard Road.** Increase the turning radius in the northeast corner of the intersection to accommodate the swept path of large vehicles turning from Old Portland Road onto Millard Road.
- **Plymouth Improvements.** The segment of Plymouth Street, located between S. 6th Street and the Veneer Property, is relatively narrow due to embankments on the north and south sides of the roadway, as well as the waste-water treatment area and associated facilities on the south side of the roadway. Increased pedestrian activity and bicycle activity are anticipated along the roadway corridor as the Veneer Property redevelops and connectivity to the downtown area is improved. Improvements could include a shoulder, a bicycle lane, a sidewalk, and landscaping.

Note that the new traffic signal and intersection improvements listed above are not currently listed in the City's 2011 Transportation Systems Plan or any addendum thereof.

FIGURE 5-7. TRANSPORTATION CONNECTION OPTIONS



Navigate using Bookmarks or by clicking on an agenda item.

PARK

PHASE I

IMPLEMENTATION STRATEGY

INTRODUCTION

The Framework Plan’s vision for an active and attractive mixed-use development along the waterfront cannot be achieved without the commitment of the City and private partners. The City must invest in the waterfront park, roads, and other infrastructure to provide the foundation for a great community. Private developers will invest in high-quality vertical development: the housing units, retail space, and other development that create a vibrant destination. This implementation strategy details how to move from the framework vision to reality, pay for infrastructure, and coordinate the efforts of many partners.

This implementation framework focuses on the Veneer Property but includes all of the larger programmatic and off-site improvements necessary to support waterfront redevelopment. It increases certainty for potential private-sector partners and developers by demonstrating that the City is committed to smart implementation, has carefully considered funding and phasing for infrastructure and development on the property, and has done what it can to set the table for a successful partnership.

The City does not have the resources to develop the Veneer Property on its own and will need partners that can participate in vertical development and make investments that help to promote the area as a whole. The City’s goal is to leverage limited city resources to

The Role of Public-Private Partnerships on the Veneer Property

A public-private partnership on the Veneer Property will allow the City to best support development on the property over time, through phased investments in infrastructure and open space that are coordinated with private development. The public sector will have the greatest leverage near the beginning of a market cycle (not at the peak, as it appears to be at the time of this Action Planning process), when construction costs are lowest and when developers are seeking new projects.

generate the largest positive impact for the community. Table 6-1 shows the roles for different partners in advancing the implementation of the framework plan.

These partners will work together in three main near-term actions: (1) Attract a Developer; (2) Clarify Development Regulations; (3) Develop a Funding Plan. The remainder of this section provides detail on these actions; project sheets in Appendix A provide more detail about these actions, as well as the specific infrastructure improvements that are needed on and off-site to support development.

TABLE 6-1. PARTNERS

PARTNER	ROLE
LEADS	
City of St. Helens	Coordinate all implementation actions; lead efforts to improve the waterfront and public sites; provide funding for infrastructure to support new private development; initiate and lead interactions with private developer(s).
Developer Partner	Bring private capital to invest in new waterfront development that aligns with the City’s vision; create a development master plan that refines the ideas for private development contained in this Framework Plan.
PARTNERS	
SHEDCO and Downtown Businesses	Implement the Main Street Program to promote the Riverfront District through business outreach and pursuit of grants. Attract and retain businesses in St. Helens.
Community Members	Provide input on connections to the property through the Nob Hill Neighborhood. Consider creation of a “Friends of the Waterfront” composed of local neighbors, businesses, and other champions for the waterfront.

6.1 ACTION 1: ATTRACT A DEVELOPER

Action Summary

The recommended approach for development is to market the property, release a Request for Information or Qualifications to interested developers, and to work with a selected developer to produce a Master Plan that leads to a Disposition and Development Agreement (DDA) that outlines roles and investment responsibilities for the development partner and the City.

See Appendix C for Alternative Development Approaches.

The size and scale of the property is such that any development approach will take several, and perhaps many years to fully implement and will require continued City management. Economic cycles will also affect the pace of development and the land-disposition process, the availability of tax revenues from new site development, and the risks associated with any City investment obligations. It will be critical that the City find a trusted, capable development partner and enter into a legally binding DDA to move this project forward.

RECOMMENDED APPROACH: DISPOSITION AND DEVELOPMENT AGREEMENT

Given the potential risks and considerable public expense of infrastructure to support developable parcels, we recommend that the City pursue a DDA as it moves forward with development. A DDA is a legally binding agreement that ties a developer to performance

requirements (which may include requirements for investments in infrastructure, development timelines, or other requirements) in exchange for the City agreeing to fund and otherwise support redevelopment.

DDAs are typically organized around a detailed property Master Plan that outlines building-level details and engineering specifications for roads and other infrastructure. The City would work with a developer to create a master plan for the initial phase(s) of development on the property, and would time investment in public infrastructure so that it supports and leverages private investment in buildings to ensure efficient and effective property development that aligns with the Framework Plan goals. This entails entering into a DDA with a developer to create a Master Plan for the property that will address phasing, specifics of “special-use areas,” use mix, etc., as well as identifying who will pay for which pieces of infrastructure with which tools. Steps include:

STEP 1: PROPERTY MARKETING

The City should initiate a set of informal property-marketing actions, including setting up a development opportunity website, developing materials that clearly communicate the opportunity available on the Veneer Property, drafting press releases on the planning work to-date, and hosting informal tours with developers.

STEP 2: DEVELOP A SOLICITATION THAT OUTLINES KEY PUBLIC OBJECTIVES FOR THE PROPERTY

The City has considerable, but not complete, influence over the eventual development form for private development on the property, and needs to be clear in its requirements and communications with development

TABLE 6-2. PUBLIC-SECTOR DEVELOPMENT OBJECTIVES

CORE VALUE	DEVELOPMENT OBJECTIVES	
	Public-Sector “Must-Haves”	Public-Sector “Preferences”
Public Access	<ul style="list-style-type: none"> Active open space along the waterfront for pedestrians and bikes 	<ul style="list-style-type: none"> Active access to water (i.e., marina, boat launch, beach)
Natural and Cultural Heritage	<ul style="list-style-type: none"> Improved natural function of the shoreline Multi-modal connectivity (to street grid and transportation network) 	<ul style="list-style-type: none"> Limited impact on view sheds
Sustainable Economic Development	<ul style="list-style-type: none"> Redevelopment supports existing businesses 	<ul style="list-style-type: none"> Mix of residential with some retail; possible residential-compatible employment uses

6.1 ACTION 1: ATTRACT A DEVELOPER

partners about what it must have and what it desires as a result of public participation in funding infrastructure and development on the property. Through the framework plan process, the City developed a set of key objectives that stemmed from outreach with residents, as shown in Table 6-2. The City will want to refer to these objectives as it considers its approach to attracting developer(s) to the property.

STEP 3: DISPOSITION AND DEVELOPMENT AGREEMENT

Public-private partnerships work best when the public partner is clear about its investment goals. The City has developed an initial set of expectations that it will consider as it evaluates potential private development proposals, shown in Table 6-2. These criteria respond to the overall guiding principles for the project and were developed in coordination with the WAC.

The DDA should include “claw-back” language that enables the City to ensure performance or to have beneficial property reversion rights.

STEP 4: MAINTAIN FLEXIBILITY FOR FUTURE PHASES

The City is unlikely to see all private development move forward at once, given current development market conditions and the City's ability to fund investments in infrastructure and open space. While the details of the phasing should be worked out in partnership with a selected developer, we have suggested a first phase for planning and budgeting purposes. Based on interviews with development professionals and outreach with residents and downtown business owners, the most logical place for the City to focus new development is closest to existing shops and civic uses in the Riverfront District.

- Phase 1: The first phase will most likely be north of the 1st and Strand connector, to build off existing momentum in downtown St. Helens. Phasing development will allow for initial projects to build off existing energy and investments.
- Phase 2: The area south of the 1st and Strand connector is likely to take longer to develop and will leverage the development created in Phase 1, as well as the investment in waterfront open space.
- Long-term: A long-term strategy for the waterfront includes repurposing the waste-treatment lagoon by filling it in. This creates the potential for additional development or public amenities on and near the property. One source of income for implementation could be tipping fees for fill.

The recommended development phasing is shown in Figure 6-1.

FIGURE 6-1. PHASING CONSIDERATIONS



6.2 ACTION 2: ADDRESS THE ZONING CODE

Action Summary

Once the City has determined its preferred development approach, it should ensure that the zoning code is best suited to enable that approach. Options available to the City range from small changes to reflect the Framework Plan to a full re-zone of the Veneer Property.

The City should ensure that its development code is flexible enough to accommodate a variety of development types while still ensuring an appropriate level of control over the outcomes and fulfilling the goals of the Framework Plan. Uncertainty, inconsistency, and complexity in the code can have negative, even fatal, outcomes on development prospects. Any changes to the zoning should yield a simple solution that references the Framework Plan and provides control to the City and flexibility to the developer.

DEVELOPMENT AND DDA

The Waterfront Redevelopment Overlay District (WROD) was established in 2009 (SHMC 17.32.180) to provide an alternative zoning and development option that may be used to implement City goals and policies for economic development on the Veneer Property at a time when the property was not under City control. The WROD relies on a DDA for implementation since it is a “floating zone,” which does not supersede the underlying Heavy Industrial (HI) zone until the DDA is approved. According to the WROD, “the development agreement shall include a development plan or plans that has/have been approved through a site development review and/or conditional use permit and that has/have been revised as necessary to comply with city standards and applicable conditions of approval. Applicant bears responsibility for the development plan(s).”

The WROD could be modified in a number of ways to help accommodate development envisioned through the Framework Plan. At a minimum, it would need to be amended to include reference to the goals and principles of this plan. Additional modifications could be made to reduce reliance on the standards and processes it currently enforces.

If the City opts for the recommended approach outlined in Action 1, the WROD can be used with minimal modifications. However, it is an imperfect tool to accomplish City goals because it maintains the underlying HI zone and includes many burdensome and complicated standards.

RECOMMENDED APPROACH: REZONE

In order to provide certainty, clarity and simplicity to the development process, it is recommended that the City remove the WROD and change the underlying HI zone to a new zone that is specifically for the Veneer Property and could be extended south in the future if the lagoon area were to be redeveloped. This new zone would reference the requirements of the Framework Plan and rely on a DDA for implementation. Development requirements not specifically laid out in the Framework Plan or laid out in the DDA will default to City Code. Rezoning will require a legislative process that would be necessary even if the City were only changing language in the existing zones. However, a full zone change will produce a simpler result and will reflect the true long-term expectations for the property’s redevelopment as a vibrant, mixed-use waterfront district.

6.3 ACTION 3: FUND NECESSARY IMPROVEMENT PROJECTS

Action Summary

To create certainty for development, the City should create a comprehensive funding program for the property's infrastructure that includes a combination of urban renewal, state grants, and public-private partnerships.

Based on the findings from the market analysis, investment in new mixed-use development may be difficult for a developer to finance. Limited new multifamily or mixed-use development has occurred in St. Helens in the past decade, and achievable rents in the current market are generally lower than necessary to support the cost of new construction. In that context, a key purpose of this implementation strategy is to increase certainty for developers regarding where and how private development can occur, and what funding tools are available to support investments in infrastructure and new vertical development.

The framework planning process included estimation of infrastructure costs to support redevelopment in Phase 1 and 2 on the Veneer Property, including utilities, road infrastructure, and open space. These costs are summarized in Table 7-3. The magnitude of the costs outlined below points to the need for multiple funding tools to support redevelopment, as no one funding tool will be able to pay for all of the costs. It also means that development will need to be phased and done in partnership with private developers.

As part of the framework planning process, the team explored a variety of possible funding tools (detailed in Appendix D).

TABLE 6-3. COST ESTIMATES

	PHASE 1		PHASE 2		TOTAL: LOW	TOTAL: HIGH
	Low	High	Low	High		
Site Preparation	\$300,000	\$400,000	\$200,000	\$300,000	\$500,000	\$700,000
Utilities	\$1,100,000	\$1,600,000	\$700,000	\$1,200,000	\$1,800,000	\$2,800,000
Open Space	\$800,000	\$1,400,000	\$4,700,000	\$7,700,000	\$5,500,000	\$9,100,000
Roads	\$1,400,000	\$1,600,000	\$800,000	\$900,000	\$2,200,000	\$2,500,000
Bank Enhancement	\$400,000	\$500,000	\$400,000	\$500,000	\$800,000	\$1,000,000
Off-site Roads	\$0	\$0	\$700,000	\$3,600,000	\$700,000	\$3,600,000
Habitat/Riparian Enhancements	TBD	TBD	TBD	TBD	TBD	TBD
Site Remediation	TBD	TBD	TBD	TBD	TBD	TBD
Ped/Bike Connections to Site	TBD	TBD	TBD	TBD	TBD	TBD
Development Incentives	TBD	TBD	TBD	TBD	TBD	TBD
Known Costs Total	\$4,000,000	\$5,500,000	\$7,500,000	\$14,200,000	\$11,500,000	\$19,700,000

6.3 ACTION 3: FUND NECESSARY IMPROVEMENT PROJECTS

RECOMMENDED FUNDING TOOLS

The Veneer Property currently has no utilities or transportation infrastructure. The City is exploring several possible funding sources to pay for the investments identified in the Framework Plan. The City is exploring the following funding source possibilities:

- **Urban Renewal.** This tool will likely be fundamental to the ability for the city to realize the Framework Plan vision in the near term, given the scope of the infrastructure improvements needed and the need to attract a development partner with targeted incentives. The City has not yet fully explored the feasibility of urban renewal in this area.
- **Grants.** There are several transportation and open-space grants that could help to fund key pieces of the infrastructure needed to support development on the Veneer Property.
- **Public-Private Partnership.** As part of a DDA and master plan, the City will negotiate the funding of individual components of the site plan with its development partner. These improvements could use tools such as a Local Improvement District to levy assessments on surrounding property owners that benefit from that improvement.
- **Tipping Fees from Lagoon Repurposing.** The City is evaluating the feasibility of repurposing its existing wastewater lagoon as an interim, confined disposal facility that would accept fill. Income generated through fee collection could be applied to public improvements on the Waterfront properties.

Appendix D provides detailed information on these possible funding tools.

6.4 PROJECTS

Table 6-4 provides a summary of the project sheet compiled in Appendix A. These projects are intended to guide the City to and through the redevelopment of the waterfront, and include both general programs as well as phase-specific projects. These are the next steps for the City and the St. Helens community to take to achieve the future they began envisioning with the SDAT in 2014.

Phasing Assumptions

- Short-term: 0-5 years, set the site up for development
- Development Phase 1: 5-10 years, north of The Strand
- Development Phase 2: 10+ years, south of The Strand

Cost Assumptions

- Low: Under \$200,000
- Med: \$201,000 - \$1,000,000
- High: \$1,000,000+

TABLE 6-4. PROJECT SHEET SUMMARY

	SHORT NAME	DESCRIPTION	PHASING	PARTNERS	TOTAL COST
PROGRAMS					
A1	Site marketing	Develop a marketing plan for site and Framework Plan to attract developers and investment.	Short-term	City	TBD
A2	Funding toolkit	Develop a toolkit to enable the City to 1) be receptive to development opportunities and 2) create ongoing relationships with Developers.	Short-term	City, TBD	TBD
A3	Entitlements	Dedicate the ROW for local street improvements, plat parcels based on greenway location. Develop a mixed-use/special zone for the Waterfront to implement development standards established in the Plan.	Short-term	City	Low
A4	Branding and Main Street Organization Support	Create and or support new main street activities in partnership with local community groups to attract residents and visitors to downtown.	Short-term	City, Chamber, SHEDCO/Main St. Program, Travel Oregon	TBD
A5	URA Creation	Adopt an urban renewal area to generate tax increment revenue to pay for area improvement projects.	Short-term	City, SHEDCO, etc.	TBD
A6	Expand storefront improvement program	Enhance the existing historic façade improvement program to create feeling of “investment” in area.	Short-term	City, SHEDCO, State Historic Preservation Office	TBD
A7	Repurpose Wastewater Lagoon	Turn lagoon into landfill to receive fill material from various sources to create new upland waterfront land for development and revenue generation.	Long-term	Multiple	\$30-\$40M
A8	Public Parking Management Strategy	The City will develop a parking management strategy that outlines policies and programs that result in more efficient use of parking resources.	P1	City	Low
PHASE 1 PROJECTS					
B1	Site Preparation	Grading, embankment and compaction, and erosion control on the entire site.	P1, P2	City, private developers	\$500-\$700K
B2	Site Remediation	Address localized hot spots on the site in coordination with development.	P1, P2	City, Boise Cascade	TBD

6.4 PROJECTS

TABLE 6-4. PROJECT SHEET SUMMARY (CONT.)

	SHORT NAME	DESCRIPTION	PHASING	PARTNERS	TOTAL COST
PHASE 1 PROJECTS					
B3	Sanitary Sewer Structure	Install phased sewer facilities to service new development, including force mains, gravity sewer lines, and two pump stations.	P1, P2	City, private developers	\$450-\$600K
B4	Stormwater Infrastructure	Install stormwater facilities in phases, including pipes and bioretention facilities.	P1, P2	City, private developers	\$300-600K
B5	Water Distribution Infrastructure	Install pipes and fire hydrants to service new development.	P1, P2	City, private developers	\$300-\$600K
B6	Franchise Utility Infrastructure	Install underground electrical power, gas, and communications utilities in coordination with new development	P1, P2	TBD	\$600K-\$1M
B7	Columbia View Park Expansion	Design and construct new 1.3 acre park as an extension of existing Columbia View Park.	P1, P2	City, Trust for Public Land, etc.	\$840K - \$1.4M
B8	South 1st and the Strand	Construct South 1st Street and The Strand in phases, including sidewalks, intersections, bike lanes.	P1, P2	City	P1: \$1.4-\$1.6M; P2: \$800-\$910K
PHASE 2 PROJECTS					
C1	Bank Enhancement	Grading, planting, and reinforcement of bank as needed to prevent erosion, restore habitat, support greenway trail and water access and create visual interest along waterfront.	ST, P1	City, DSL, ODFW, Bonneville Foundation?	Medium to High
C2	Riparian Corridor Enhancement	Create nearshore habitat in shallow offshore areas to create salmon habitat and support potential beach and other river access.	P2	City, ODFW, DSL	Medium to High
C3	Waterfront Greenway Trail / Park Design	Install greenway trail south of Columbia View, including design, associated furnishings, interpretation and connections to new neighborhood.	P2	City, private developers,	\$4-\$7 M
C4	Improve Bluff Habitat	Plant and restore the east edge of Nob Hill, as well as base of entire bluff, including any portions of Veneer site to be added to Nature Park.	P2	City, Friends of Nob Hill Nature Park (check)	TBD
C5	Tualatin Street Plaza	Design public plaza at intersection of Tualatin Street and the Strand. Consider future pier from this location in design.	P2	City	\$500K-\$700K
C6	Habitat Enhancement/ Public Access	Restore natural area between White Paper Lagoon and Multnomah Channel. Explore options for public access in natural area.	P2	City, County, Scappoose Bay Watershed	Medium
C7	Marina	Construct a marina on the south end of the Veneer Property, near the entrance to Frogmore Slough. The marina would be privately developed, owned and operated, but at least partly open to the public and available for public use and access.	P2	Private developer and operator, Department of State Lands, Oregon Marine Board	\$500K-\$1M

6.4 PROJECTS

TABLE 6-4. PROJECT SHEET SUMMARY (CONT.)

	SHORT NAME	DESCRIPTION	PHASING	PARTNERS	TOTAL COST
TRANSPORTATION CONNECTIONS					
D1	Improve trail connection to Nob Hill Nature Park from south of site	Explore alternatives for connecting waterfront greenway to existing trail connections to Nob Hill Nature Park; improve existing trail if necessary.	Short-term	City, Friends of Nob Hill Nature Park, OPHI	Low
D2	Trail connection over restored/renovated trestle to south	Extend trail from downtown to south of the site, providing access to natural areas along Multnomah Channel.	P2	City, County, City of Portland via Lagoon project?	Medium
D3	Realign and improve Tualatin Street stairway	Widen, rebuild and align existing staircase to new east-west ROW on Veneer site. Install signage/lighting. Tie to 1st St. construction.	TBD	City Partners: Friends and Neighbors of River View	Low to Medium
D4	Wayfinding Improvements	Help people find downtown retail and existing business district. Attract people on Hwy 30 to St. Helens downtown. Integrate corridor master planning effort and other efforts.	Short-term	City, SHEDCO, Main St program	TBD
D5	Old Portland/Gable Improvements	Improve the intersection to better accommodate traffic coming to the Veneer site.	P2	City	\$250K-\$1.7M
D6	Old Portland/Plymouth	Improve the intersection to better accommodate traffic and serve as a gateway to the site.	P2	City	\$320K-\$1.8M
D7	Old Portland/Millard	Reconstruct intersection to better accommodate large vehicles.	Short-term or P1	City	\$60-70K
D8	Plymouth	Improve bicyclist and pedestrian safety along Plymouth Street.	TBD	City	\$100K-\$300K
D9	Plymouth/6th	Install a signage to increase safety.	TBD	City	\$2,000

**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
CPZA.3.16**

APPLICANT: City of St. Helens

OWNER: Various

ZONING: Various

LOCATION: City-wide

PROPOSAL: Zoning Map Amendments; Comprehensive Map Amendments; Development Code Text Amendments; Comprehensive Plan Text Amendments.

Comprehensive Map and Text Amendments/Zoning Map Amendments

The 120-day rule (ORS 227.178) for final action for this land use decision is not applicable.

SITE INFORMATION / BACKGROUND

The City acquired approximately 230 acres of predominately industrial land in 2015 in order to facilitate redevelopment. This purchase included an approximately 25-acre parcel of mostly Heavy Industrial zoned waterfront property which was previously used as a veneer manufacturing plant. The remaining 200+ acres of Heavy Industrial zoned property, previously the location of a paper mill, is mostly underutilized, with manufacturing occurring only on a small portion of the site. The primary purpose of these comprehensive map, zoning map, and text amendments are implement the recommendations from the Waterfront Redevelopment Framework Plan (Resolution No. 1765) which focused on guiding redevelopment of the 25-acre parcel.

However, since this provided an opportunity for the city to examine the zoning and such of said 25-acre parcel, the city also looked at other non-industrial lands in the area (commercial/mixed use land north of the site and Nob Hill Nature Park west of the site). Other changes are proposed. For example, to continue the “Riverfront District” zoning title, a place name important to the City Council (per Resolution No. 1687) and a rezone and comprehensive plan map change of both Nob Hill Nature Park and Grey Cliffs Waterfront Park.

In addition, because this area includes most of the city’s historic resources, the city is taking this opportunity to examine some historic preservation policies.

Some code housekeeping are also included.

PUBLIC HEARING & NOTICE

Hearing dates are as follows: March 14, 2017 before the Planning Commission and April 5, 2017 before the City Council.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on February 23, 2017 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on M, 2017. Notice was sent to the Oregon Department of Land Conservation and Development on February 8, 2017.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.20.120(1) – Standards for Legislative Decision

The recommendation by the commission and the decision by the council shall be based on consideration of the following factors:

- (a) The statewide planning goals and guidelines adopted under ORS Chapter 197;
- (b) Any federal or state statutes or guidelines found applicable;
- (c) The applicable comprehensive plan policies, procedures, appendices and maps; and
- (d) The applicable provisions of the implementing ordinances.

(a) Discussion: This criterion requires analysis of the applicable statewide planning goals. The applicable goals in this case are Goal 1, Goal 2, Goal 5, Goal 8, Goal 9, Goal 10, Goal 11, and Goal 12.

Statewide Planning Goal 1: Citizen Involvement.

Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations.

The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is required too. Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties. The City has met these requirements and notified DLCD of the proposal.

The public engagement for the development of the Framework Plan has been very comprehensive. In 2015, the City established a Waterfront Advisory Committee (WAC) composed of representatives and stakeholders from a wide range of organizations.

Throughout 2016, this group met four times throughout the Framework Plan development process and the meetings were open to the public. In addition to the WAC's involvement, three public events were held with participation from over 100 people at each event. Detailed WAC meeting materials, notes, and public event materials are available on the Waterfront Redevelopment Project webpage located under the Planning Department.

<http://www.ci.st-helens.or.us/planning/page/waterfront-redevelopment-project>
<http://www.ci.st-helens.or.us/planning/page/zoning-development-code-changes>

Given the public vetting for the plan, scheduled public hearings, and notice provided, Goal 1 is satisfied.

Statewide Planning Goal 2: Land Use Planning.

This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.

The City and State (i.e., DLCD) coordinated with regard to the adoption of this proposal. The City notified DLCD as required by state law prior to the public hearings to consider the proposal.

There are no known federal or regional documents that apply to this proposal. Comprehensive Plan consistency is addressed further below.

Given the inclusion of local, state, regional and federal documents, laws, participation and opportunity for feedback as applicable, Goal 2 is satisfied.

Statewide Planning Goal 5: Natural Resources, Scenic & Historic Areas, & Open Spaces

It is the purpose of this goal to protect natural resources and conserve scenic and historic areas and open spaces.

The Framework Plan addresses identifies future projects, such as the expansion of Columbia View Park and the development of a greenway along the Columbia River that will enhance the overall natural resource system, supporting the intent of Goal 5. Therefore, Goal 5 is satisfied.

Statewide Planning Goal 8: Recreational Needs

It is the purpose of this goal to satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of the necessary recreational facilities including destination resorts.

The provision of parks, trails, and water-related recreation facilities and amenities is a crucial aspect of the Framework Plan. Given that the development and implementation of the Framework Plan plays a keystone role in satisfying the recreational needs of citizens of the state, and visitors to the community, Goal 8 is satisfied.

Statewide Planning Goal 9: Economic Development

It is the purpose of this goal to provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

This goal is satisfied when it can be shown that the proposal will not negatively affect industrial or other employment land, as such lands are catalysts to economic development. The City's adopted Economic Opportunities Analysis (Ordinance No. 3101) notes a surplus of industrial lands in St. Helens. In addition, the City also adopted a Waterfront Redevelopment Overlay District Overlay District (Ordinance No. 3107) which included a determination in the findings that the 25-acre parcel was not needed for the City's industrial land base. Since this proposal will not compromise the City's industrial (and "employment land"), Goal 9 is satisfied.

Statewide Planning Goal 10: Housing

This goal is about meeting the housing needs of citizens of the state. Buildable lands for residential use shall be inventoried and plans shall encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density.

The Framework Plan recommends re-zoning of approximately 25 acres of Heavy Industrial zoned land to a mixed-use zone that will allow for the development of housing where it would have been not permitted otherwise. Therefore, the Framework Plan satisfies Goal 10 by allowing for the development of additional needed housing units.

In addition, housing was possible per the Waterfront Redevelopment Overlay District Overlay District (Ordinance No. 3107) which applies specifically to 25-acre parcel. Residential uses were possible per the overlay zone, which is mixed use in nature. However, the proposed rules are less restrictive in regards to density and other standards, increasing the possibility and regulatory flexibility for housing.

Statewide Planning Goal 11: Public Facilities and Services.

Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."

The City's current water capacity is 6 million gallons/day and the peak flow, usually in the summer, is 3 to 4 million gallons/day. Additionally, the City has the capacity of approximately 10 million gallons to meet future demands. Any additional uses that occur on the subject property can be accommodated by the City's municipal water system as infrastructure has substantial capacity available. Water infrastructure is in the area.

With regards to capacity, the City's waste water treatment plant currently has the capacity (physically and as permitted by DEQ) to handle 50,000 pounds of Biochemical Oxygen

Demand (BOD), which is the “loading” or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Thus, any potential uses that occur on the subject property can be accommodated by the City’s sanitary sewer system as infrastructure is in place or can be upgraded and there is substantial capacity available. Sanitary Sewer infrastructure is in the area.

Stormwater management is simplified as the area in question is along the shoreline of the Columbia River.

Statewide Planning Goal 12: Transportation

Goal 12 requires local governments to “provide and encourage a safe, convenient and economic transportation system.” Goal 12 is implemented through DLCD’s Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility.

Traffic impact is required to be analyzed as part of a plan amendment or zone change application, pursuant to Chapter 17.156 SHMC. See Section (d) for a more detailed discussion of the TPR and implementing ordinances.

The Framework Plan lays out the development parcels and the recommended street grid and street cross sections for the approximate 25-acre site. It also protects trail access along the river for non-motorized transportation. Therefore, the Framework Plan satisfies Goal 12 by planning for the implementation of a safe, convenient, and economic transportation system that considers multi-modal transportation options.

Finding: The Framework Plan satisfies the relevant statewide planning goals and guidelines adopted under ORS Chapter 197.

(b) Discussion: This criterion requires analysis of any applicable federal or state statutes or guidelines in regards to the residential zone change request.

Finding: There are no known applicable federal or state statutes or guidelines applicable to this zone change request.

(c) Discussion: This criterion requires analysis of applicable comprehensive plan policies, procedures, appendices, and maps. Organized by section, applicable Comprehensive Plan goals and policies include:

Discussion:

SHMC 19.08.020 Economic goals and policies states it is the policy of St. Helens to “make waterfront development a high priority” and to “develop the local tourist and recreation sectors

of the economy.” This proposal facilitates both of these policies by facilitating redevelopment of the waterfront and increasing the City’s recreational assets for tourism.

SHMC 19.08.030 Publics services and facilities goals and policies states it is the goal of St. Helens to “create and maintain ample places and facilities for recreation in St. Helens.”

SHMC 19.08.040 Transportation goals and policies states it is the goal of St. Helens to “increase appropriate walking and bicycling opportunities.”

19.08.060 Natural factors and local resources goals and policies states it is the goal of St. Helens to “To preserve for the *public benefit* outstanding scenic areas.”

To this end, a policy of the Comprehensive Plan states: “Balance development rights of property owners and protection of *public view* of the Columbia River, Scappoose Bay and Multnomah Channel.”

The approximate 25-acre property includes outstanding views of the confluence of the Columbia River and the Multnomah Channel, Sauvie Island, Mt. St. Helens, Mt. Adams, and Mt. Hood. The Waterfront Framework Plan (and the proposed amendments) includes provisions for public access along the shore. It also includes multiple wide public right-of-way that are more-or-less perpendicular to the shoreline, to help facilitate *public view* from other public places (park, right-of-way) along the east side. *Private views* are not identified as a goal or policy.

Efforts to ensure *public views* are included. Further, the City is the landowner of the 25-acre property, so there is no development rights issue; those rights belong to the applicant, the City.

This section also includes a policy to “encourage the preservation, restoration and functionality of open space corridors.” As longtime industrial land with an operating mill, the public has not been able to intimately enjoy the open space along this stretch of waterfront. The Waterfront Framework Plan and the related code amendments of this proposal, will create public waterfront access that City has never known in its developed lifetime.

Further, this proposal facilitates the recommendation to expand of Columbia View Park to the abutting 25-acre property, which has been identified by the public as a priority for expanding programmed event space and open space to recreate. This proposal also includes the protection of public access along the Columbia River for bicycle and pedestrian use.

The St. Helens Parks & Trails Master Plan (Ordinance No. 3191) identifies the Columbia View Park expansion and a riverfront trail connection as high priority projects on the 25-acre parcel. The Framework Plan facilitates development of both projects.

St. Helens Transportation Systems Plan (Ordinance No. 3150 and 3181). The Waterfront Framework Plan acknowledges transportation connections identified in this plan.

Finding (s): This proposal is aligned with the applicable Comprehensive Plan goals and policies.

(d) Discussion: Per Chapter 17.156 SHMC and Statewide Planning Goal 12, amendments such as proposed are to be evaluated to determine if it will impact the city's transportation system. A traffic impact analysis is required for this purpose. However, such a study is not required when the proposal will not result in a potential increase in vehicular trips.

The approximately 25-acre industrial property discussed in this report is the key property subject to land use change. This property is currently zoned Heavy Industrial, where mostly industrial uses are possible. However, in addition there is a floating zone specific to this property (SHMC 17.32.180). This zone known as the Waterfront Redevelopment Overlay District (WROD), already allows uses comparable to the proposed Riverfront District's Mill sub-district. The Mill sub-district is replacing the WROD. Thus, this proposal includes no significant change for potential vehicle trip generation.

Finding(s): These code amendments are not contrary to the City's implementing ordinances (e.g. SHMC Title 17, Community Development Code).

CONCLUSION & DECISION

Based upon the facts and findings herein, the City Council approves the proposed amendments with some modifications as recommended by the Planning Commission, except for the maximum building height allowed for the Riverfront District's Mill Sub-District, set at 55 feet per the Council.

Rick Scholl, Mayor

Date

MATERIALS AND SERVICES CONTRACT

BETWEEN: **City of St. Helens**, a municipal corporation of the State of Oregon (“City”)
AND: Rhiza A+D (“Artist”)
DATED: April 3, 2017

RECITALS

A. The City desires the artistic design, fabrication, and engineering services necessary to install a Gateway Sculpture Phase 2: Salmon Tree Cycle within Highway 30 ODOT right-of-way attached to McNulty Creek Bridge, and Artist is qualified and prepared to provide materials and services to fill that need.

B. The purpose of this Contract is to establish the materials and services to be provided by Artist and the compensation and terms for such materials and services.

NOW, THEREFORE, the parties mutually agree as follows:

1. Engagement. The City hereby engages Artist to furnish the materials (“Materials”) and services (“Services”) specified in Attachment A, Scope of Work & Budget, attached hereto and incorporated herein by reference, and Artist accepts such engagement. The principal contact on behalf of Artist shall be John Kashiwabara, email: johnkash@gmail.com, phone: (503) 281-6829.

2. Scope of Work. The duties and responsibilities of Artist, including a schedule of payment, shall be as described in Attachment A. Any changes to this Contract shall be in writing, signed by both parties, and shall be attached to and become a part of this Contract. The scope of work may include supplying “goods,” as defined in ORS 72.1050. References to “Work” herein refer to the provisions of both Materials (or goods) and Services.

3. Contract Documents.

3.1 The term “Contract Document” means this form, the Scope of Work, and any specifications, quotation, extensions, amendments, exhibits and documents incorporated by reference.

3.2 This Contract shall constitute the entire agreement between the parties concerning the Materials and Services. References to “this Contract” or “the Contract” include all Contract Documents.

3.3 Each party shall notify the other party of inconsistencies in the Contract Documents. Amendments have priority over all other Contract Documents, including amendments of an earlier date. Specifications have priority over this form. This form and specifications have priority over the quotation. The City may issue a written interpretation to resolve any inconsistencies in the Contract Documents, which shall be binding on Artist so long as such interpretation is not unreasonable.

3.4 If any term or provision of a Contract Document is held by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract Document did not contain the particular term or provision held to be invalid.

3.5 Notwithstanding Subsection 3.1, Contract Documents include any amendments or addenda issued by the City with the Request for Quotations that are attached to this form as attachments. After this Contract is signed, the Contract Documents may be changed only by written amendments signed by authorized representatives of both parties.

4. Contract Term.

4.1 The initial term of this Contract begins on when executed by both parties and ends on September 30, 2017 ("Contract Term"). The parties may agree to extend the Contract Term for one (1) successive period of twelve (12) months. Such extension shall begin on the day following the end of the initial term or the first extension. Extensions must be set forth in writing and signed by authorized representatives of both parties. The party requesting the extension must deliver a request for extension at least sixty (60) days before the Contract Term is scheduled to end.

4.2 Notwithstanding Subsection 4.1, this Contract may be terminated before the end of the Contract Term, as provided in the Contract Documents.

5. Approvals. If the Contract Documents require approval of any thing, act, or document, the request for approval and the response must be given by persons with proper authority under the Contract Documents in the same manner as notices under Section 8. Approval will not be withheld unreasonably.

6. City's Obligations.

6.1 The City shall perform all obligations in compliance with all terms and conditions in the Agreement.

6.2 The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, related to the Premises Site and/or Artwork, needed by the Artist to complete the work.

6.3 The City shall prepare the Site or reimburse the Artist to prepare the Premises- Site in accordance with the specifications detailed in the approved Design in Exhibit A of this Agreement.

6.4 The City shall provide and install a plaque near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: © (Artist's name, date of completion/ publication).

7. Artist's Responsibility for the Work.

7.1 Time is of the essence on this Contract. Artist shall perform the Work promptly and efficiently and in accordance with the provisions set forth in Attachment A. Artist shall provide all labor, materials, tools, equipment and incidentals that are necessary for proper

performance of the Work, including items that may be inferred from the specifications or from prevailing custom or trade usage as being necessary to produce the intended results.

7.2 Unless the specifications require certain means or methods, Artist shall be responsible for the means and methods used for the Services.

7.3 Materials provided by Artist must be of good quality and will be subject to the warranties provided by ORS 72.3120, ORS 72.3130, ORS 72.3140 and ORS 72.3150.

7.4 Artist warrants for a period of one year from the date of acceptance by the City of the Work that the Work shall be free from defects in material and workmanship. City shall not unreasonably withhold acceptance of the completed Work or of its installation and shall accept or reject the Work no later than forty-five days after its completion. Artist shall repair or replace at City's discretion and at no additional cost to City any portion of the Work that is found to be defective during the warranty period. City agrees to notify Artist of any such defect immediately upon discovery. Confirmation of notice shall be made in writing.

7.5 Artist shall assume all risk of loss or damage to the Work prior to completion and installation. The City shall assume all risk of loss or damage to the Work after acceptance of the work provided such loss or damage is not the fault of the Artist.

7.6 Artist shall be responsible to deliver the Work to the City of St. Helens at a location to be decided. The delivery should occur by August 15, 2017.

7.7 In the event of physical loss or damage to the Work prior to completion and installation, the Artist shall rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as possible at no additional cost to the City.

7.8 With respect to any repair or restoration of the Work not covered by the warranty provided in Section 7.4, Artist shall be consulted if possible if the need for repair or restoration arises. The nature of the repair shall not significantly alter the original appearance of the Work.

7.9 Artist shall provide and properly supervise qualified workers. Workers must have any licenses and certificates required by applicable laws.

7.10 Artist shall not assign any interest in this Contract or enter into subcontracts for the Services without the prior written approval of the City.

8. Notices.

8.1 Notices required by this Contract must be given in writing by personal delivery or by United States mail, first-class postage-prepaid, unless some other means or method of notice is required by law.

8.2 All notices to the City must be directed to the City Administrator. The City's address for notices is:

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

8.3 Artist's address for notices is:

Rhiza A + D
Attn: John Kashiwabara
2127 N Albina Ave. #203
Portland, OR 97227

8.4 Each party shall notify the other of any change of address for notices.

9. Artist's Rights.

9.1 General

9.1.1 The Artist retains all rights under state and federal laws including 106A of the Copyright Act of 1976.

9.1.2 The City agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist.

9.1.3 If any alternation or damage to the Artwork occurs, the artist shall have the right to disclaim authorship of the Artwork. Upon written request, the City shall remove the identification plaque and all attributive references to the Artist at its own expense within 10 days of receipt of the notice. No provision of the Agreement shall obligate the City to alter or remove such attributive reference printed or published prior to the Agency's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

9.2 Ownership and Intellectual Property Rights

9.2.1 Title. Title to the Artwork shall pass to the City upon the City's written acceptance and final payment for the Artwork pursuant to Section 1.7. Artist shall provide the Agency with a Transfer of Title in substantially the form attached hereto as Attachment C.

9.2.2 Ownership of Documents. One set of presentation materials prepared and submitted under this Agreement shall be retained by the Agency for possible exhibition and to hold for permanent safekeeping.

9.2.3 Copyright Ownership. The Artist retains all rights under the Copyright Act of 1976. 17 U.S.C. 101 et seq. as the sole author of the Artwork for the duration of the copyright.

9.3 Reproduction Rights

9.3.1 In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating future Artworks in the Artist's manner and style of artistic expression.

9.3.2 The Artist grants to the City and its assigns an irrevocable license to make two dimensional reproductions of the Artwork for non-commercial purposes, including,

but not limited to, reproductions used in Arts & Cultural Commission fundraising products (such as tee shirts, post cards, and posters), brochures, media publicity, videos and exhibition catalogues or other similar publications.

9.3.3 All reproductions by the City shall contain a credit to the Artist and a copyright notice in substantially the following form: © [Artist's name, date of publication].

9.3.4 The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to the City in substantially the following form: "an original Artwork commissioned by and in the public art collection of the City."

9.3.5 The Artist shall, at the Artist's discretion and expense, cause to be registered with the United States Register of Copyrights, a copyright to the Artwork in the Artist's name.

9.3.6 If the City wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to tee shirts, post cards and posters, the parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.

9.3.7 Third Party Infringement. The City is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of the Artist

10. Use of Premises.

10.1 Provisions of this Contract that refer to "the Premises" will apply to the Work only if it is performed at the Premises, defined as real property, including buildings or other improvements that are owned or occupied by the City.

10.2 Artist shall confine the Work performed at the Premises to areas and times stated in Attachment A, and Artist shall avoid any unnecessary interference with the use of the Premises.

10.3 Artist shall take reasonable precautions to prevent injury to persons and damage to property that may result from Artist's use of the Premises. Artist shall remedy any damage to the Premises and other property of the City resulting from the Work.

11. Hazardous Chemicals. Artist shall implement and bear the cost of precautions required for protection from "hazardous chemicals," as defined in ORS 654.750 or OAR Chapter 437, that may be encountered at the Premises or used for the Work. The City and Artist shall exchange material safety data sheets, label information, and instructions for precautionary measures for hazardous chemicals kept at the Premises by the City or used for the Work by Artist. The City may prohibit use of particular hazardous chemicals.

12. Liability of City's Officers, Employees and Agents. Officers, employees and agents of the City shall not have any direct, personal liability to Artist.

13. No Agency. Artist is engaged by the City as an independent Artist in accordance with ORS 670.600. Artist, sub-Artists, and their principals, employees and agents are not agents of the City as that term is used in ORS 30.265.

14. Indemnification.

14.1 Except as provided in Subsection 14.2, or as otherwise provided by applicable law, Artist shall defend and indemnify the City and the City's officers, elected officials, volunteers, employees and agents from all third-party claims arising from the Work, including third-party claims arising from injury to any person or damage to property, breach of this Contract by Artist, or violation of applicable law by Artist.

14.2 Artist shall not be responsible for third-party claims resulting solely from the negligence or other wrongful acts or omissions of the City or the City's officers, elected officials, volunteers, employees or agents.

15. Liability Insurance.

15.1 At all times while Artist is performing Work at the Premises, Artist shall, at Artist's expense, maintain in force insurance policies as set forth in Attachment B, which is attached hereto and incorporated herein by reference.

15.2 Prior to starting Work at the Premises, Artist shall provide certificates of insurance for coverage required by this section, which will be subject to review and approval by the City Attorney. Each certificate must obligate the insurer to give written notice to the City thirty (30) days prior to termination or restriction of coverage. The City may reject a certificate which states that the insurer will merely "endeavor to mail" written notice.

16. Governing Laws. This Contract shall be interpreted and construed in accordance with the laws of the State of Oregon.

17. Compliance with Law.

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

17.2 Artist shall comply with applicable laws, including ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235, which are incorporated herein.

17.3 Pursuant to ORS 279B.020, no person shall be employed for the Work for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or when the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Work shall be paid at least time and a half pay for legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b) and for time worked in excess of ten (10) hours a day or in excess of forty (40) hours a week, whichever is greater.

17.4 If Artist is a nonresident bidder, as defined in ORS 279A.120(1)(a), and the compensation, as set forth in Attachment C attached hereto and hereby incorporated by reference, exceeds Ten Thousand Dollars (\$10,000), Artist shall comply with ORS 279A.120(3).

17.5 Pursuant to ORS 279A.120(2)(a), Artist shall use products that have been manufactured in Oregon, provided that price, fitness, availability and quality are otherwise equal.

17.6 Artist shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of the City in connection with this Contract in violation of ORS Chapter 244.

17.7 Artist is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017. Artist shall provide workers’ compensation coverage for “subject workers,” as defined in ORS 656.005(28), employed to perform the Work. Before performing any Work, Artist shall provide a certificate of insurance for workers’ compensation coverage or other proof of coverage, or certify that no subject workers will perform Work.

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

18. Nondiscrimination.

18.1 Artist shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions or disability.

18.2 Artist shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 659A.403, ORS 659A.425, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training, educational or otherwise, conducted by Artist.

19. Compensation. The terms of compensation shall be as provided in Attachment A. The compensation stated in Attachment A constitutes the total compensation payable to Artist for the Work.

20. Payment.

20.1 Unless otherwise provided in Attachment A, Artist shall be paid on a time and materials basis.

20.2 Artist shall make and keep reasonable records of Work performed pursuant to this Contract and, unless provided otherwise in Attachment A, shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Artist of any disputed amount within fifteen (15) days from the date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute. Payment to Artist shall be complete once the City pays compensation as provided in Section 19.

20.3 The City may suspend or withhold payments if Artist fails to comply with the requirements of this Contract.

20.4 The City's obligation to make payments is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565. The City certifies that funds for this Contract are included in the City's budget for the current fiscal year, which ends on June 30 next following the date that this Contract is signed. If funds are not appropriated for this Contract for any subsequent fiscal year during the Contract Term, the City shall notify Artist and this Contract shall be terminated on June 30 of the last fiscal year for which funds are appropriated.

20.5 Any provision of this Contract that is held by a court to create an obligation that violates the debt limitation of Article XI, Section 9 of the Oregon Constitution shall be void.

21. Waiver. Compliance with the provisions of this Contract may be waived only by a written waiver signed by the party waiving its rights. Waiver of compliance with one provision shall not be deemed to waive compliance with any other provision.

22. Default.

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

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

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

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

23. Attorney Fees. If legal action is commenced in connection with this Contract, each party is responsible for their respective costs and fees, including attorney fees.

24. Termination for Convenience. The City may terminate this Contract if the City determines in good faith that termination is in the best interest of the public. The City shall endeavor to give Artist written notice thirty (30) days prior to the date of termination under this section, but failure to give notice will not invalidate the decision to terminate. Termination under this section will not affect the rights of the parties existing at the time of termination. If Artist is not in default, Artist shall be paid for Work in progress at the time of termination, and Artist shall be reimbursed for reasonable costs resulting directly from termination. Artist shall not be entitled to recover lost profits or overhead for Work that is precluded by termination under this section.

25. Action Upon Termination. Upon receiving notice of termination, Artist shall cease performance of the Work and terminate subcontracts.

26. Alterations of Site or Removal of Artwork.

26.1 The City shall notify the Artist in writing upon adoption of a plan of construction or alteration of the Premises or Site which would entail alterations, removal or relocation of the Artwork which might result in the Artwork being altered, destroyed, distorted or modified. The Artist shall be granted the right of consultation regarding the alteration, removal or relocation of the Artwork. If the Artwork cannot be successfully removed or relocated as determined by the City, the Artist may disavow the Artwork or have the option to return the Artwork to the Artist at the Artist's expense.

26.2 In the event of changes in codes or laws or regulations that cause the Artwork to be in conflict with such codes, laws or regulations or it presents imminent harm or hazard to the public, the City will notify the Artist in writing of changes to code law regulation and may authorize the removal or relocation of the Artwork without the Artist's prior permission. In the alternative, the City may commission the Artist by separate agreement to make any necessary changes to the Artwork to render it in conformity with such codes, laws or regulations.

CITY:

CITY OF ST. HELENS

Council Meeting Date: N/A

ARTIST:

Rhiza A + D

Signature: _____

Print: John Walsh

Title: City Administrator

Date: _____

Signature: _____

Print: _____

Title: _____

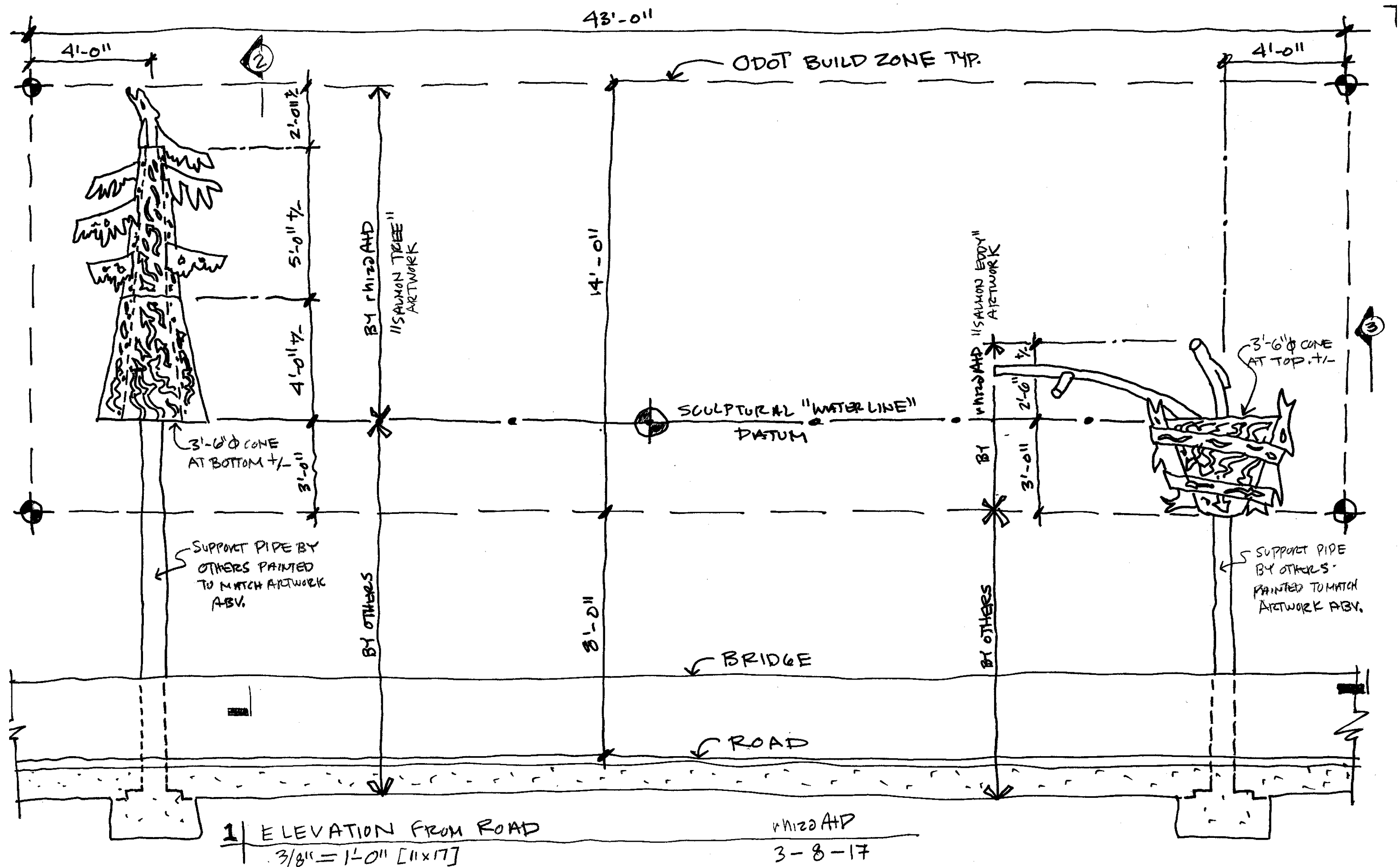
Date: _____

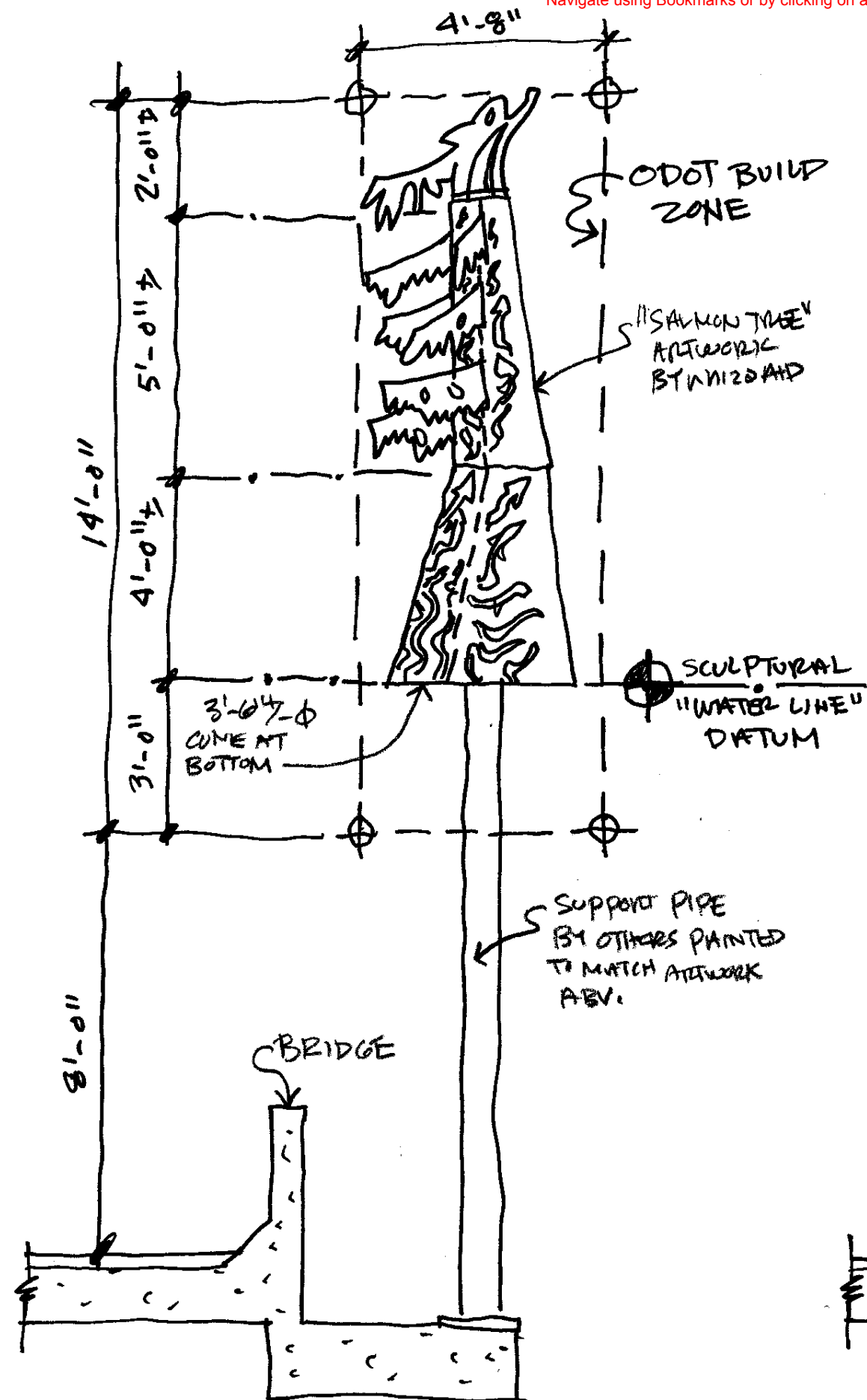
APPROVED AS TO FORM:

By: _____

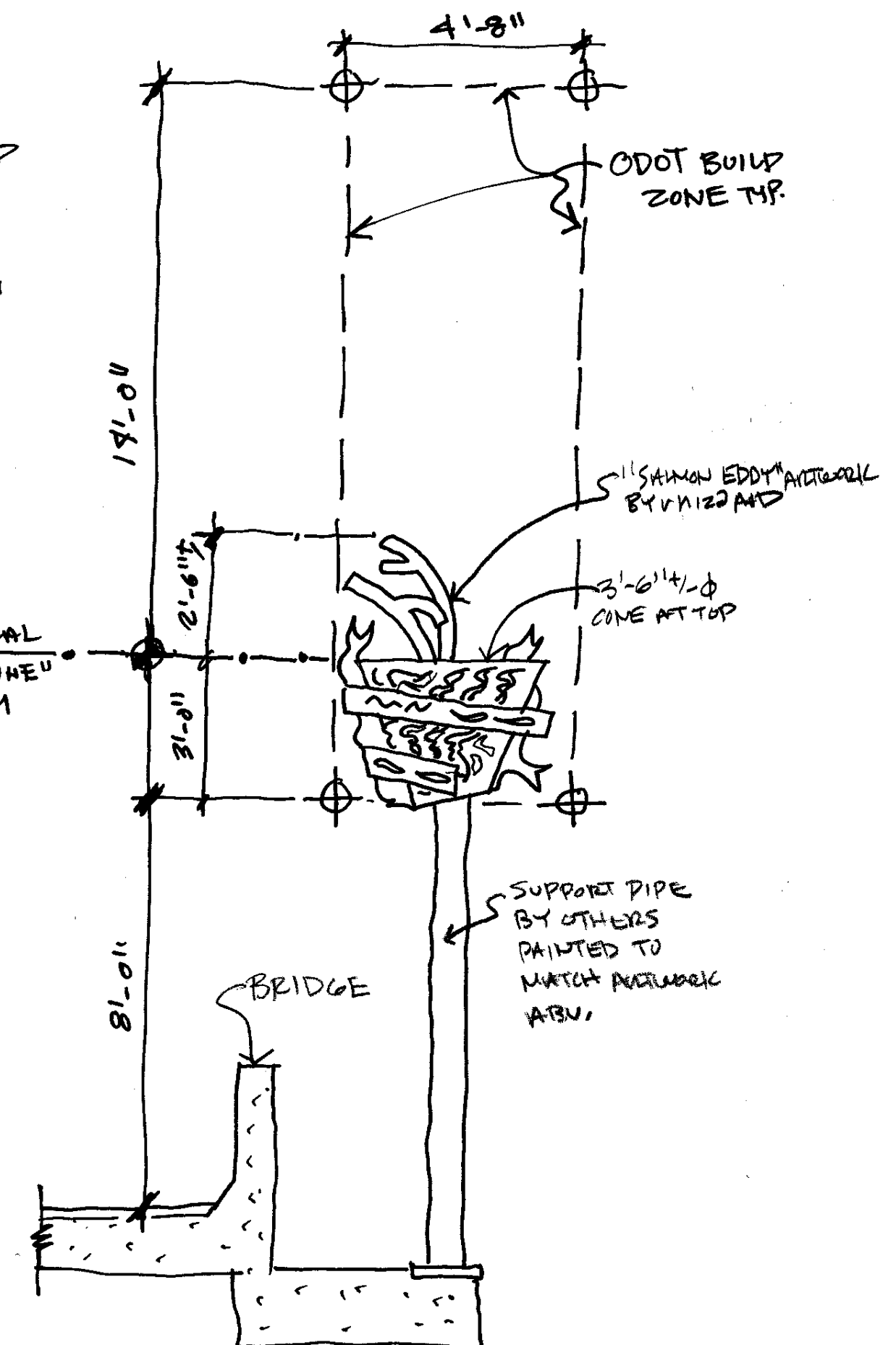
City Attorney

ATTACHMENT A
Scope of Work & Budget





2 | SECTION AT "SALMON TREE" WHIZARD
3/8" = 1'-0" [1/4"] 3-8-17



3 | SECTION AT "EDDY" WHIZARD
3/8" = 1'-0" [1/4"] 3-8-17

Sheet1

St. Helens Gateway – Salmon Tree Cycle – Payment Schedule rhiza A+D 03/14/17		
Contract Signing & Engineering		
	Payment 1 -	\$ 3,000
Fab. Dwgs., Material Procurement		
	Payment 2 -	\$ 12,000
Fabrication 50% Completion		
	Payment 3 -	\$ 10,000
Fabrication 100% Completion		
	Payment 4 -	\$ 10,000
Delivery & Installation Completion		
	Payment 5 -	\$ 3,500
	Contract Total	\$ 38,500

rhiza A+D					
Salmon Tree – North				print date: 3/31/2017	
item	quantity	units	rate	extension	notes
site work				\$0	N.I.C.
foundation					8”pipe provided
electrical				\$1,030	
½ dia. 120V LED rope (wet) 65’)	1.00	units	\$250.00	\$250	
install LED fixture	1.00	md	\$480.00	\$480	
misc parts	1.00	pcs	\$50.00	\$50	
electrical connection	1.00	ea	\$250.00	\$250	
installation				\$3,262	
labor – install oversight – 1 day	2.38	md	\$480.00	\$1,142	1 man, 1 day
pack & ship	1.00	md	\$480.00	\$480	
Flat bed or box truck – for N. and S.	1.00	day	\$250.00	\$250	
Man lift – for N. and S.	1.00	day	\$300.00	\$300	
Boom / Forklift / or sim - – for N. and S.	1.00	day	\$800.00	\$800	
misc parts	1.00	pcs	\$50.00	\$50	
final clean-up - detailing for N. and S.	0.50	md	\$480.00	\$240	
structure				\$10,659	
(1) 12” & (1) 15” dia., ¾” PL, cnc cut -material	68.00	lbs	\$1.85	\$126	30 lb. Connection plate & 38 lb. Base plate
(3) 1/4” hoop frame + cnc cut -14sf – material	143.00	lbs	\$1.85	\$265	
6” sch 40 pipe – 8’ L, bent to radius	8.00	lf	\$45.00	\$360	
(1) 1/4” stl. pl. cnc salmon – 3 sf – material	30.63	lbs	\$1.85	\$57	
1/4” stl PL cnc cut tabs for LED rope – material	20.00	lbs	\$1.85	\$37	
(3)4x8x16Ga + cnc cutting + Rolling	2.00	ls	\$200.00	\$400	\$90/sht + \$110/sht cnc cutting & rolling
3/16” cnc cut boughs -material	76.80	lbs	\$1.85	\$142	10 sf X 7.68lb/sf
4’x8’x 1/16” varia ecoresin	3.00	shts	\$550.00	\$1,650	
Ecoresin (hand-cut)	0.00	li	\$0.25	\$0	2285 X 8/14
consumables	1.00	ls	\$123.00	\$123	
hardware SS	1.00	ls	\$300.00	\$300	
assemble structural frame	3.00	md	\$480.00	\$1,440	frame structure labor unchanged
assemble conical tree trunks	5.00	md	\$480.00	\$2,400	Assembly goes from 7 to 5 days
assemble boughs, lighting, & details	7.00	md	\$480.00	\$3,360	Assembly goes from 10 to 7 days
plaque	0.00	ls	\$500.00	\$0	provided by St. Helens
finish				\$3,460	Incl. S post parts
paint- sandblast, powder coat (prime and fin.)	1.00	ls	\$2,200.00	\$2,200	
paint- boughs and salmon	2.00	md	\$480.00	\$960	
paint material	2.00	gal.	\$125.00	\$250	
consumables	1.00	ls	\$50.00	\$50	
transportation				\$600	Incl. S post parts
pickup material from pipe bender	1.00	trip	\$200.00	\$200	
delivery & pickup- finisher	2.00	trip	\$200.00	\$400	
general conditions				\$6,355	incl; shop ovrhd, insur, photos, travel
fab space	1.50	mo.	\$1,400.00	\$2,100	
utilities	1.50	mo.	\$75.00	\$113	
travel	180.00	miles	\$0.54	\$96	transportation to and from site
insurance	2.00	month	273.33	\$547	
artists fee	35000.00		10.00%	\$3,500	
construction budget				\$25,367	
permit	25366.96	%	0.00%	\$0	assume no budget to permit
business license	1.00	ls	\$100.00	\$100	
sales tax on commission	35000.00	%	0.00%	\$0	
design				\$4,755	Incl; detailing, shop dwgs, coordination
Detailing, Shop Drawings, Coordination	25366.96	ab budge	15.00%	\$3,805	
structural engineering				\$950	
	1.00	ls	95000.00%	\$950	
subtotal				\$31,172	
contingency	31172	n.c.c.	5.00%	\$1,559	
“Salmon Tree” budget				\$32,731	\$38,500
“Eddy” budget				\$5,769	

rhiza A+D					
Eddy – South				print date:	3/31/2017
item	quantity	units	rate	extension	notes
site work				\$0	N.I.C.
foundation					8”pipe provided
electrical				\$740	
120V LED flood light	1.00	units	\$200.00	\$200	
install LED fixture	0.50	md	\$480.00	\$240	
misc parts	1.00	pcs	\$50.00	\$50	
electrical connection	1.00	ea	\$250.00	\$250	
Installation (see Salmon Tree)				\$0	
structure				\$5,029	
3/4" connection PL, cnc cut – material	38.00	lbs	\$1.85	\$70	
(2) 1/4” hoop frame + cnc cut -12.5sf -material	125.00	lbs	\$1.85	\$231	
4" bare steel sch 40 pipe – 14’ L, rolled to radius	14.00	lf	\$24.00	\$336	\$12/ftt material + 12\$/ft. Roll
1/4” stl. PL. cnc cut salmon – 6.2 sf – material	63.30	lbs	\$1.85	\$117	
Cnc cut mounting tabs for LED fixture – material	5.00	lbs	\$1.85	\$9	
(1)4x8x16Ga + cnc cutting + Rolling	1.00	ls	\$180.00	\$180	\$90/sht + \$90/sht cnc cutting
16ga stl salmon ribbon – 30 lin. Ft x 12” wide	75.00	lbs	\$1.85	\$139	
testing, inspection	0.00	vis	\$250.00	\$0	
consumables	0.25	ls	\$125.00	\$31	
hardware SS	0.25	ls	\$300.00	\$75	
assemble structural frame (hoops & branch)	2.00	md	\$480.00	\$960	
assemble water cone	1.50	md	\$480.00	\$720	
assemble with lighting, & details	4.50	md	\$480.00	\$2,160	
plaque	0.00	ls	\$500.00	\$0	provided by St. Helens
Finish (see Salmon Tree)				\$0	
Transportation (see Salmon Tree)				\$0	
general conditions (see Salmon Tree)				\$0	incl; shop ovrhd, insur, photos, travel
construction budget				\$5,769	
Design (see Salmon Tree)				\$0	Incl; detailing, shop dwgs, coordination
structural engineering (see Salmon Tree)				\$0	
“Eddy” budget				\$5,769	

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leonard Adams Insurance, Inc. 5201 SW Westgate Dr, Suite 300 Portland, OR 97221 Mark Strauss	CONTACT NAME: PHONE (A/C, No, Ext): 503-296-0077 FAX (A/C, No): 503-296-0044 E-MAIL ADDRESS:																					
INSURED Rhiza A+D LLC 2127 N Albina Ave #203 Portland, OR 97227	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Hartford Casualty Ins. Company</td><td>29424</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Casualty Ins. Company	29424	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Hartford Casualty Ins. Company	29424																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

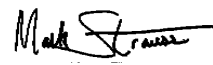
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			52SBAIJ1498	11/12/2016	11/12/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY			52SBAIJ1498	11/12/2016	11/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		X				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the named insured.
As respects Commercial General Liability, City of St Helens is named additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City Administrator City of St Helens PO Box 278 St Helens, OR 97051	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>Mark Strauss </p>
--	--

Oregon Workers' Compensation Certificate of Insurance



Certificate holder:

CITY OF ST HELENS
ATTN: CITY ADMINISTRATOR
P.O. BOX 278
ST HELENS, OR 97051

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured

Rhiza A+D LLC
Rhiza Architecture + Design
2127 N Albina Ave Ste 203
Portland, Or 97227-1748

Producer/contact

SAIF Corporation
Portland Service Center
971.242.5001 servic@saif.com

Issued 03/13/2017
Policy 764087
Period 08/01/2016 to 08/01/2017

Limits of liability
Bodily Injury by Accident \$500,000 each accident
Bodily Injury by Disease \$500,000 each employee
Body Injury by Disease \$500,000 policy limit

Description of operations/locations/special items

Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

Authorized representative

A handwritten signature in black ink, appearing to read "Kerry Barnett", written over a horizontal line.

Kerry Barnett
President and CEO

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.584.9812

ATTACHMENT C

Transfer of Title

State of Oregon

County of Columbia

Transfer of Title

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to The City of St Helens, located in the County of Columbia, Oregon, its assigns and successors, all rights, title and interest in the ownership of the Artwork commissioned by Agreement of _____ and as described herein.

Title _____

Location _____

IN WITNESS WHEREOF, Artist has executed this written transfer of title on this the ____ day of _____, 20__.

WITNESS

ARTIST

ADDRESS

EIN/ Social Security Number

Sworn and subscribed to me this ____ day of _____, 20__.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE STATE OF OREGON AND LOCAL CONTRACTING AGENCY
FOR DISPOSAL OF SURPLUS VEHICLES, HEAVY EQUIPMENT,
TITLED TRAILERS & WATERCRAFT**

This Intergovernmental Agreement (the “Agreement”) is made and entered into this _____day of _____, _____, by and between the State of Oregon; Department of Administrative Services, (the “State”) and _____ (the “ Local Contracting Agency ”) (collectively, the “Parties”) for the purpose of setting forth the terms and conditions for services to be provided by the State for the disposal of surplus Vehicles, Heavy Equipment, Titled Trailers and Watercraft owned or under the control of the Local Contracting Agency.

RECITALS

Pursuant to ORS 190.110 and ORS 279A.250 to ORS 279A.285 (the “Authorizing Statutes”) and rules adopted in accordance with the Authorizing Statutes, the State is authorized to enter into intergovernmental agreements with state agencies, local governments and special government bodies for the acquisition, distribution, utilization, disposal or sale of surplus personal property in accordance with federal and state laws.

The parties to this Agreement wish to enter into this Intergovernmental Agreement for the disposal of Surplus Property. In entering into this Agreement, the Parties understand and acknowledge that the Local Contracting Agency has no obligation to utilize any of the Services (as defined hereafter) provided by the State pursuant to the Agreement. Notwithstanding this understanding and acknowledgment, the Parties agree that any transaction with respect to the Services provided hereunder shall be governed by this Agreement.

The Parties agree as follows:

1. **DEFINITIONS**

- (a) “Administrative Fee” means the fee, calculated in accordance with the Administrative Fee Schedule attached hereto as Attachment A, which is charged to the Local Contracting Agency by the State for the disposal of a Property Item.
- (b) “Marketing Fee” means the fee charged to a Local Contracting Agency for the cost incurred by the State in connection with the marketing of a Property Item.
- (c) “Property Item” means Surplus Property of the Local Contracting Agency which the Local Contracting Agency requests the State to dispose of pursuant to this Agreement.
- (d) “Reserve Price” means the minimum Transaction Price that the Local Contracting Agency will accept for the sale of the Property Item.

- (e) “Service Fee” means the fee charged to the Local Contracting Agency to cover the cost of repairs, maintenance or other services expended on a Property Item, by or at the direction of the State, when such repairs, maintenance or services may, in the judgment of the State, be expected to increase the potential Transaction Price of a Property Item.
- (f) “Services” means the acquisition, distribution, utilization, disposal or sale of Surplus Property of the Local Contracting Agency by the State.
- (g) “Surplus Property” means surplus personal property owned or under the control of the Local Contracting Agency that is designated by the Local Contracting Agency to be disposed of by the State.
- (h) “Surplus Property List” means the inventory list of Property Items for disposal maintained by the State.
- (i) “Transaction” means the disposal of a Property Item or group of Property Items by the State for and on behalf of the Local Contracting Agency.
- (j) “Transaction Price” means the disposal price received for a Property Item.

2. SERVICES TO BE PROVIDED.

The State agrees to provide the Services to the Local Contracting Agency on the terms and conditions set forth in the Agreement.

3. TERM OF THE AGREEMENT.

- (a). The Term of the Agreement shall be for a period of five (5) years commencing on the date it has been signed by the Parties and received all approvals required by applicable law.
- (b). The Agreement may be terminated by the Parties as provided in Section 6 below.

4. COMPENSATION TO THE STATE.

- (a). In consideration for the performance of the Services, the Local Contracting Agency shall pay an Administrative Fee to the State for each Transaction. In addition, the State may also require the payment of a Service Fee and Marketing Fee under the circumstances described hereafter. Local Contracting Agency agrees to pay these fees as assessed by the State.
- (b). The State may charge a Service Fee to the Local Contracting Agency where, in the judgment of the State, the potential Transaction Price of the Property Item may be increased by the repairs, maintenance or services on the Property Item.

- (c). The State may charge a Marketing Fee under the circumstances set forth in Section 5 and Section 7 (c).
- (d). The amount due each of the Parties from the Transaction Price for the disposal of the Property Item shall be calculated as set forth hereafter:
 - (1) First, the Administrative Fee shall be calculated and deducted from the Transaction Price and retained by the State.
 - (2) Second, if a Service Fee or Marketing Fee has also been incurred by the State in connection with the disposal of a Property Item, such fees will be deducted from the balance of the Transaction Price remaining after the deduction of the Administrative Fee. These fees shall also be retained by the State.
 - (3) The balance of the Transaction Price remaining after the deductions set forth in (1) and (2) above shall be remitted to the Local Contracting Agency within thirty (30) days of the receipt of the Transaction Price by the State.

5. REMOVAL OF PROPERTY ITEM FROM SURPLUS PROPERTY LIST

The Local Contracting Agency may, at any time, remove a Property Item from the Surplus Property List by notifying the State in writing. Upon receipt of the notice, the State shall take all actions required to stop marketing efforts in progress for the specified Property Item. As a condition of the removal of the Property Item from the Surplus Property List under this Section, the Local Contracting Agency agrees to pay to the State, within thirty (30) days of receipt of an invoice, the greater of \$100 or the sum of the any Service Fee and Marketing Fee incurred by the State in connection with the Property Item.

6. TERMINATION OF THE AGREEMENT

- (a) This Agreement may be terminated without liability or penalty, by either party, upon thirty (30) days written notice. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- (b) The State may terminate this Agreement immediately without liability or penalty in the event funding sufficient to support the program is suspended, withdrawn, denied or terminated. The State shall have absolute discretion to determine the availability of sufficient funding, and may effect termination of this Agreement by delivery of written notice to the Local Contracting Agency.

7. RESPONSIBILITY OF THE LOCAL CONTRACTING AGENCY

- (a) Local Contracting Agency understands and acknowledges that it is under no obligation to utilize the Services of the State.
- (b) In the event that the Local Contracting Agency wishes to utilize the Services provided by the State, it will follow the guidelines established by the State

(www.oregonsurplus.com – see Local Government). The information submitted to the State shall contain true and correct information known or, which through due inquiry, reasonably should have been known, by the Local Contracting Agency.

- (c) The Local Contracting Agency may specify a Reserve Price for each Property Item. If the Local Contracting Agency chooses to specify a Reserve Price for a Property Item, it will provide the State with information to support the reasonableness of the requested Reserve Price. The Reserve Price will not be lowered without the agreement of the Local Contracting Agency. If the Local Contracting Agency chooses to specify a Reserve Price, the State may charge a Marketing Fee for any additional expense attributable to the marketing of the Property Item.
- (d) The Local Contracting Agency shall provide such additional information about the Property Item as may be requested by the State in order to provide the Services in an effective and efficient manner.
- (e) The Local Contracting Agency agrees to allow all Administrative Fees, Service Fees and Marketing Fees to be deducted from the Transaction Price in accordance with Section 4 prior to the final disbursement of the balance of the Transaction Price to the Local Contracting Agency. (**Note:** Decal/sticker removal fees may be avoided by removing decals/stickers prior to turning property over to the State.)
- (f) Local Contracting Agency shall maintain such insurance as it may deem appropriate on each Property Item to be disposed of by the State pursuant to this Agreement. **The State hereby notifies the Local Contracting Agency that the State does not maintain insurance for the damage to or destruction of any Property Item.**

8. REPRESENTATION AND WARRANTIES OF THE LOCAL CONTRACTING AGENCY AND AGREEMENT TO INDEMNIFY FOR BREACH

Local Contracting Agency hereby represents and warrants as follows:

- (a) that it is authorized by applicable statutes, administrative rules, ordinances, charter provisions, by-laws and or other applicable governing authority to enter into this Agreement and the Transactions contemplated by this Agreement.
- (b) that this Agreement, when executed and delivered, is a valid and binding obligation of the Local Contracting Agency that is enforceable in accordance with its terms;
- (c) that it owns or is lawfully in possession of the Surplus Property which it authorizes the State to sell in connection with the Services.
- (d) that the information provided to the State with respect to each Property Item is true and correct to the best of its knowledge.
- (e) that it will indemnify the State for any losses the State might suffer as a consequence of the breach of any of the representations and warranties set forth in Section 8 (a) through 8 (d) above.

9. RESPONSIBILITY OF THE STATE

- (a) The State shall endeavor to use commercially reasonable efforts in providing the Services to the Local Contracting Agency.
- (b) The State will notify the Local Contracting Agency in writing at least thirty (30) days prior to any scheduled changes in services and or fees.
- (c) The State shall be obligated to transmit the proceeds of each Transaction to the Local Contracting Agency in accordance with the terms of the Agreement.
- (d) The State will take necessary actions to assist the Local Contracting Agency to become a subscriber to and user of the State Surplus Property disposal network, which belongs to and is used by the State of Oregon and its constituent agencies and divisions.

10. LIMITATION OF LIABILITY

The State's maximum liability for any damages claimed by the Local Contracting Agency, whether in contract or tort, shall not exceed the Administrative Fee which was charged the Local Contracting Agency for disposal of the Property Item (if the Property Item was disposed of) or the Administrative Fee that would have been charged (in the event that the Property Item was not disposed of) by the State. The Local Contracting Agency agrees that in no event shall the State be liable for any damage or destruction of a Property Item or for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits or revenue, including, but not limited to, delay, interruption of business activities, or lost receipts.

11. INDEMNIFICATION BY THE LOCAL CONTRACTING AGENCY

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the Local Contracting Agency shall indemnify the State against any liability for personal injury or damage to life or property arising from the Local Contracting Agency's actions under this Agreement provided, however, the Local Contracting Agency shall not be required to indemnify the State for any such liability arising out of the wrongful acts of the State, its officers, employees or agents.

12. ASSIGNMENT

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign or transfer its interest in this Agreement without the prior written approval of the other.

13. WAIVER

The failure to either party to enforce any provisions of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that

party of the ability to enforce that or any other provision in the event of any subsequent, similar breach.

14. SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision. If any term or provision of this Agreement is declared by a court or tribunal or competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15. VENUE, CHOICE OF LAW AND CONSENT

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the State (and/or any other agency or department of the State of Oregon) and Local Contracting Agency that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. ATTORNEY FEES

In the event a lawsuit of any kind is instituted on behalf of either party to collect any payment due under this Agreement or to obtain performance of any kind under this Agreement, each party shall be responsible for its own attorney fees and all related costs and disbursements incurred therein.

17. INDEPENDENT CONTRACTOR STATUS

The State shall perform all of the Services as an independent contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of partners, joint-ventures, an association between the State and the Local Contracting Agency or a principal/agent relationship. Nor shall the employees, agents or representatives of either party be considered to be employees, agents or representatives of the other party for any purpose.

18. MERGER

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OR

PROVISIONS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

19. NO THIRD PARTY BENEFICIARIES

State and Local Contracting Agency are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

20. NOTICES

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, by email, personal delivery, facsimile, or mailing the same, postage prepaid, to the State or Local Contracting Agency at the address, number or email address set forth below in this Agreement, or to such other addresses or numbers as either party may indicate.

Contact Information for the State:

Carla Jeannette, Program Analyst
State Surplus Property Program
PH (503) 378-2753
FAX (503) 378-8558
carla.jeannette@state.or.us

State of Oregon
Surplus Property Program
1655 Salem Industrial Drive NE
Salem, OR. 97301

Contact Information for the Local Contracting Agency:

(Name, Title)

(Location)

(Representing)

(Address 1)

(PH)

(Address 2)

(FAX)

(City, State, ZIP)

(email)

Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the

transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the State, any notice transmitted by facsimile must be confirmed by telephone notice to the State's Contact Manager. Any communication or notice given by personal delivery shall be effective when actually delivered. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

21. AMENDMENTS

This Agreement may be amended only by written instrument signed by the Parties and approved as may be required by all applicable laws, rules and ordinances, Provided however that the Administrative Fee Schedule (Attachment A) may be changed by the State at any time without the consent of the Local Contracting Agency upon written notice to the Local Contracting Agency in accordance with Section 20.

22. SIGNATURES,

Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants having authority to execute this Agreement.

FOR THE STATE OF OREGON
Department of Adm. Services (DAS)
Enterprise Asset Management
Surplus Property Program

(Sign Name)

(Print Name)

(Title)

(Date)

FOR LOCAL CONTRACTING AGENCY

(Sign Name)

(Print Name)

(Title)

(Date)

Department of Adm. Services (DAS)
Enterprise Goods & Services
Procurement Services Program

(Sign Name)

(Print Name)

(Title)

(Date)

DAS Contracts Manager

ATTACHMENT A ADMINISTRATIVE FEE SCHEDULE

Fees for services provided will, whenever possible and practicable, be deducted from the property-generating Agencies' reimbursement as 'other receivables'. Reimbursements for items sold, and fees that exceed revenues, will be billed monthly on net 30 terms.

Administrative Fee - Vehicles, Heavy Equipment, Titled Trailers & Watercraft: *

July 1, 2015 through June 30, 2017:

For items sold onsite at Local Contracting Agency location: 13% of each sale

For items sold from State location: 17% of each sale

Service Fee – 3rd Party Towing:

\$ Actual cost (pass through)

Service Fee - Freight and Cartage (including Towing provided directly by State):

\$50.00/hr. (Bill in 15 minute intervals, one hour minimum), and \$2.00 per mile

Service Fee – Decal/sticker removal

\$50.00/hr. Billed in 15 minute increments, one hour minimum.

Service Fee - repairs, maintenance or services (i.e. battery, tire(s), etc.)

\$ Actual cost (pass through)

Marketing Fee – Supplemental Advertising:

As requested and approved by the property generating agency at: \$ Actual + 20%

* The following is a solid, but not all-inclusive, list of what falls into the category of Vehicles & Heavy Equipment. **Note:** Individual parts or attachments are categorized as personal property (i.e. tires are not a car; a grader blade is not a grader.)

Cars, pick-ups, trucks, graders, dozers, RVs, backhoes, front-end loaders, buses, cranes, skidders, motorcycles, skid-steers, snowmobiles, ATVs, excavators, rollers, planes, Sno-cats, forklifts, manlifts, tractors, riding mowers, trenching machine, golf carts, Gators/Mules, trailers, boats (not kayaks, canoes or other small, similar non-motorized boats), etc.

MATERIALS AND SERVICES CONTRACT

BETWEEN: City of St. Helens, a municipal corporation of the State of Oregon (“City”)
AND: Antonia Doggett (“Contractor”)
DATED: April 19, 2017

RECITALS

A. The City is in need of **an artist to create an aluminum banner for the Arts & Cultural Commission’s Gallery Corridor Project**, and Contractor is qualified and prepared to provide materials and services to fill that need.

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

NOW, THEREFORE, the parties mutually agree as follows:

1. Engagement. The City hereby engages Contractor to furnish the materials (“Materials”) and services (“Services”) specified in Attachment A, Scope of Work, attached hereto and incorporated herein by reference, and Contractor accepts such engagement. The principal contact on behalf of Contractor shall be **Antonia Doggett, (503) 442-6427**.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A. Any changes to this Contract shall be in writing, signed by both parties, and shall be attached to and become a part of this Contract. The scope of work may include supplying “goods,” as defined in ORS 72.1050. References to “Work” herein refer to the provisions of both Materials (or goods) and Services.

3. Contract Documents.

3.1 The term “Contract Document” means this form, the Scope of Work, and any specifications, quotation, extensions, amendments, exhibits and documents incorporated by reference.

3.2 This Contract shall constitute the entire agreement between the parties concerning the Materials and Services. References to “this Contract” or “the Contract” include all Contract Documents.

3.3 Each party shall notify the other party of inconsistencies in the Contract Documents. If inconsistencies occur, the document or provision that will result in a better quality of Services shall have priority. Amendments have priority over all other Contract Documents, including amendments of an earlier date. Specifications have priority over this form. This form and specifications have priority over the quotation. The City may issue a

written interpretation to resolve any inconsistencies in the Contract Documents, which shall be binding on Contractor so long as such interpretation is not unreasonable.

3.4 If any term or provision of a Contract Document is held by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract Document did not contain the particular term or provision held to be invalid.

3.5 Notwithstanding Subsection 3.1, Contract Documents include any amendments or addenda issued by the City with the Request for Quotations that are attached to this form as attachments. After this Contract is signed, the Contract Documents may be changed only by written amendments signed by authorized representatives of both parties.

4. Contract Term.

4.1 This contract shall commence upon execution of both parties and shall terminate on **June 30, 2017** ("Contract Term"). Work shall be completed by **June 30, 2017**.

4.2 A schedule of performance may be included in the specifications.

4.3 Notwithstanding Subsection 4.1, this Contract may be terminated before the end of the Contract Term, as provided in the Contract Documents.

5. Approvals. If the Contract Documents require approval of any thing, act, or document, the request for approval and the response must be given by persons with proper authority under the Contract Documents in the same manner as notices under Section 6. Approval will not be withheld unreasonably.

6. Notices.

6.1 Notices required by this Contract must be given in writing by personal delivery or by United States mail, first-class postage-prepaid, unless some other means or method of notice is required by law.

6.2 All notices to the City must be directed to the City Administrator. The City's address for notices is:

City Administrator
City of St. Helens
PO Box 278
St. Helens OR 97051

6.3 Contractor's address for notices is:

Antonia Doggett
PO Box 1120
St. Helens, OR 97051
(503) 442-6427

6.4 Each party shall notify the other of any change of address for notices.

7. Contractor's Responsibility for the Work.

7.1 Time is of the essence on this Contract. Contractor shall perform the Work promptly and efficiently and in accordance with the provisions set forth in Attachment A. Contractor shall provide all labor, materials, tools, equipment and incidentals that are necessary for proper performance of the Work, including items that may be inferred from the specifications or from prevailing custom or trade usage as being necessary to produce the intended results.

7.2 Unless the specifications require certain means or methods, Contractor shall be responsible for the means and methods used for the Services.

7.3 Materials provided by Contractor must be of good quality and will be subject to the warranties provided by ORS 72.3120, ORS 72.3130, ORS 72.3140 and ORS 72.3150.

7.4 Contractor shall provide and properly supervise qualified workers. Workers must have any licenses and certificates required by applicable laws.

7.5 Contractor shall not assign any interest in this Contract or enter into subcontracts for the Services without the prior written approval of the City.

8. Use of Premises.

8.1 Provisions of this Contract that refer to "the Premises" will apply to the Work only if it is performed at the Premises, defined as real property, including buildings or other improvements that are owned or occupied by the City.

8.2 Contractor shall confine the Work performed at the Premises to areas and times stated in Attachment A, and Contractor shall avoid any unnecessary interference with the use of the Premises.

8.3 Contractor shall take reasonable precautions to prevent injury to persons and damage to property that may result from Contractor's use of the Premises. Contractor shall remedy any damage to the Premises and other property of the City resulting from the Work.

9. Hazardous Chemicals. Contractor shall implement and bear the cost of precautions required for protection from "hazardous chemicals," as defined in ORS 654.750 or OAR Chapter 437, that may be encountered at the Premises or used for the Work. The City and Contractor shall exchange material safety data sheets, label information, and instructions for

precautionary measures for hazardous chemicals kept at the Premises by the City or used for the Work by Contractor. The City may prohibit use of particular hazardous chemicals.

10. Liability of City's Officers, Employees and Agents. Officers, employees and agents of the City shall not have any direct, personal liability to Contractor.

11. No Agency. Contractor is engaged by the City as an independent contractor in accordance with ORS 670.600. Contractor, subcontractors, and their principals, employees and agents are not agents of the City as that term is used in ORS 30.265.

12. Indemnification.

12.1 Except as provided in Subsection 12.2, or as otherwise provided by applicable law, Contractor shall defend and indemnify the City and the City's officers, elected officials, volunteers, employees and agents from all third-party claims arising from the Work, including third-party claims arising from injury to any person or damage to property, breach of this Contract by Contractor, or violation of applicable law by Contractor.

12.2 Contractor shall not be responsible for third-party claims resulting solely from the negligence or other wrongful acts or omissions of the City or the City's officers, elected officials, volunteers, employees or agents.

13. Liability Insurance.

13.1 At all times while Contractor is performing Work at the Premises, Contractor shall, at Contractor's expense, maintain in force insurance policies as set forth in Attachment B, which is attached hereto and incorporated herein by reference.

13.2 Prior to starting Work at the Premises, Contractor shall provide certificates of insurance for coverage required by this section, which will be subject to review and approval by the City Attorney. Each certificate must obligate the insurer to give written notice to the City thirty (30) days prior to termination or restriction of coverage. The City may reject a certificate which states that the insurer will merely "endeavor to mail" written notice.

14. Governing Laws. This Contract shall be interpreted and construed in accordance with the laws of the State of Oregon.

15. Compliance with Law.

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

15.2 Contractor shall comply with applicable laws, including ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235, which are incorporated herein.

15.3 Pursuant to ORS 279B.020, no person shall be employed for the Work for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or when the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Work shall be paid at least time and a half pay for legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b) and for time worked in excess of ten (10) hours a day or in excess of forty (40) hours a week, whichever is greater.

15.4 If Contractor is a nonresident bidder, as defined in ORS 279A.120(1)(a), and the compensation, as set forth in Attachment C attached hereto and hereby incorporated by reference, exceeds Ten Thousand Dollars (\$10,000), Contractor shall comply with ORS 279A.120(3).

15.5 Pursuant to ORS 279A.120(2)(a), Contractor shall use products that have been manufactured in Oregon, provided that price, fitness, availability and quality are otherwise equal.

15.6 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of the City in connection with this Contract in violation of ORS Chapter 244.

15.7 Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017. Contractor shall provide workers’ compensation coverage for “subject workers,” as defined in ORS 656.005(28), employed to perform the Work. Before performing any Work, Contractor shall provide a certificate of insurance for workers’ compensation coverage or other proof of coverage, or certify that no subject workers will perform Work.

16. Nondiscrimination.

16.1 Contractor shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions or disability.

16.2 Contractor shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 30.670 through ORS 30.685, ORS 659A.425, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training, educational or otherwise, conducted by Contractor.

17. Compensation. The terms of compensation shall be as provided in Attachment C. The compensation stated in Attachment C constitutes the total compensation payable to Contractor for the Work.

18. Payment.

18.1 Unless otherwise provided in Attachment C, Contractor shall be paid on a time and materials basis.

18.2 Contractor shall make and keep reasonable records of Work performed pursuant to this Contract and, unless provided otherwise in Attachment C, shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from the date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute. Payment to Contractor shall be complete once the City pays compensation as provided in Section 17.

18.3 The City may suspend or withhold payments if Contractor fails to comply with the requirements of this Contract.

18.4 The City's obligation to make payments is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565. The City certifies that funds for this Contract are included in the City's budget for the current fiscal year, which ends on June 30 next following the date that this Contract is signed. If funds are not appropriated for this Contract for any subsequent fiscal year during the Contract Term, the City shall notify Contractor and this Contract shall be terminated on June 30 of the last fiscal year for which funds are appropriated.

18.5 Any provision of this Contract that is held by a court to create an obligation that violates the debt limitation of Article XI, Section 9 of the Oregon Constitution shall be void.

19. Waiver. Compliance with the provisions of this Contract may be waived only by a written waiver signed by the party waiving its rights. Waiver of compliance with one provision shall not be deemed to waive compliance with any other provision.

20. Default.

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

20.2 Notwithstanding Subsection 20.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Contract or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

20.3 Should a dispute arise between the parties to this Contract, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit

Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Contract.

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

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

22. Termination for Convenience. The City may terminate this Contract if the City determines in good faith that termination is in the best interest of the public. The City shall endeavor to give Contractor written notice thirty (30) days prior to the date of termination under this section, but failure to give notice will not invalidate the decision to terminate. Termination under this section will not affect the rights of the parties existing at the time of termination. If Contractor is not in default, Contractor shall be paid for Work in progress at the time of termination, and Contractor shall be reimbursed for reasonable costs resulting directly from termination. Contractor shall not be entitled to recover lost profits or overhead for Work that is precluded by termination under this section.

23. Action Upon Termination. Upon receiving notice of termination, Contractor shall cease performance of the Work and terminate subcontracts.

CITY:

CONTRACTOR:

CITY OF ST. HELENS, a municipal corporation of the State of Oregon

ANTONIA DOGGETT

By: _____
Name: Rick Scholl
Its: Mayor

By: _____
Name: Antonia Doggett
Its: Self

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTACHMENT A

Scope of Work

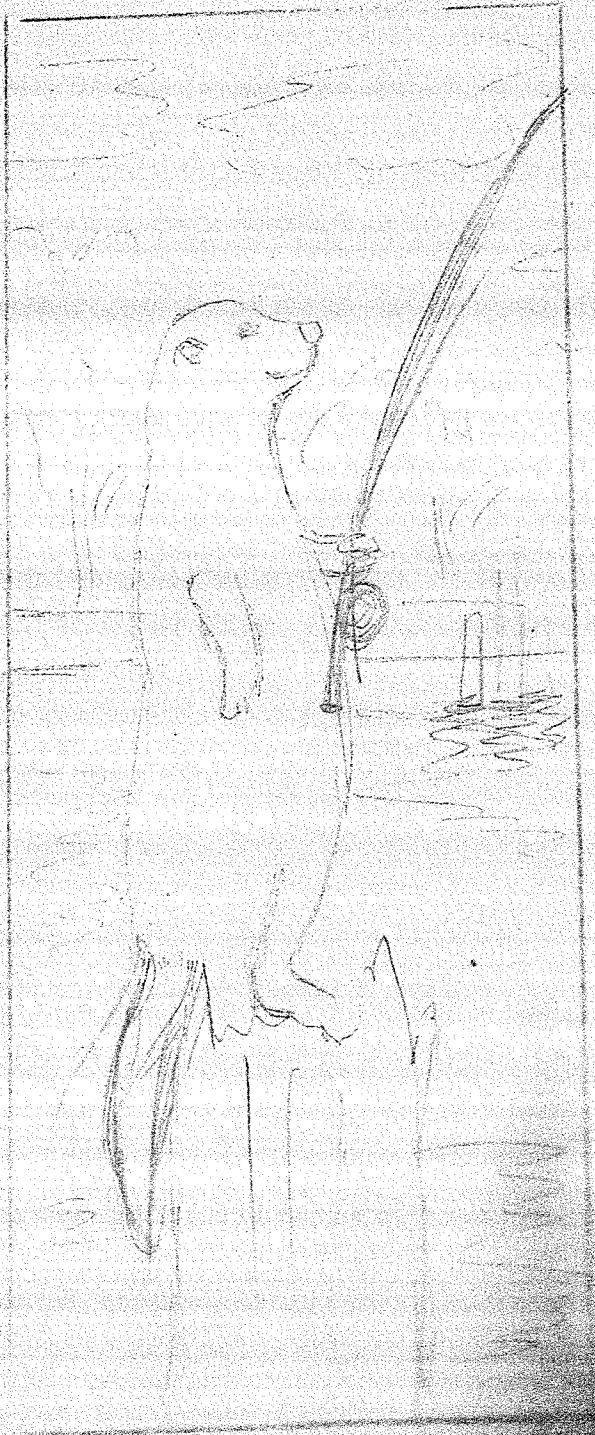
Artist will build a decorative aluminum banner as shown in attached picture/drawing for the City of St. Helens. The banner will be attached with brackets (supplied by the City) to a pole located on Columbia Blvd., Old Portland Road, or Gable Rd. on Arts & Cultural Commission recommended and City Council approved sites.

The following parameters apply to the project:

1. The banner should be of exceptional quality and enduring value.
2. The banner should enhance the existing character of the site by taking into account scale, color, material, texture, content, and the social dynamics of the location.
3. The cost to maintain the banner should be built with consideration for servicing, repainting, repairing, or replacement of moving parts.
4. The banner must be resistant to outdoor weather.
5. A 2' X 6' aluminum sheet will be provided to the artist.
6. Specific paint (One Shot enamel) and sealant (crystal clear UV-resistant acrylic) will be required for the work to ensure resistance to outdoor weather. Variation from these products requires discussion with and prior approval of the Commission.
7. Both sides of the banner are to be painted, repeating the same/similar design on both sides.
8. The banner is subject to any requirements set forth by City ordinance.
9. The banner should not result in safety hazards or cause extraordinary liability to the City.
10. The banner should encourage cultural diversity.
11. The banner should be supportive of the City's vision.

2 feet

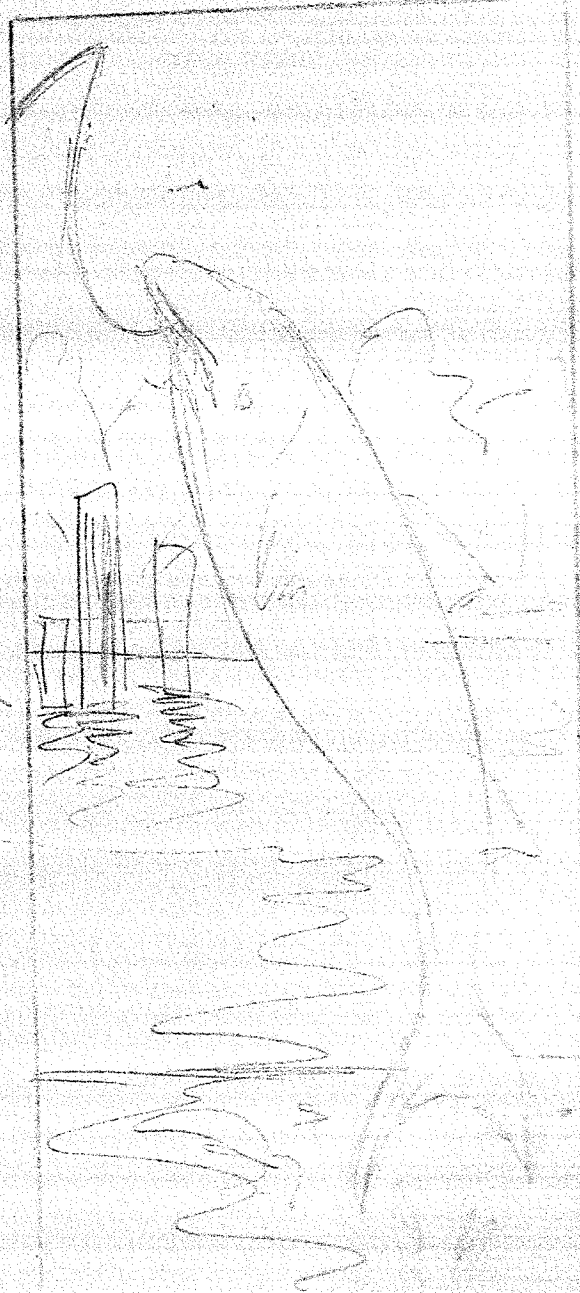
6 feet



OTTER

2 feet

6 feet



SALMON

ATTACHMENT B INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

ATTACHMENT C

Terms of Compensation

The City agrees to pay the artist \$1,000.00 upon satisfactory completion.

City of St. Helens
Arts & Cultural Commission
Minutes from Tuesday January 24, 2017
City Council Chambers

Members Present

Diane Dunn, Chair
Rosemary Imhof, Vice Chair
Kannikar Petersen
Diane Dillard

Councilors in Attendance

Susan Conn, Councilor

Staff Present

Jamie Edwards, Secretary
Jenny Dimsho, Assistant Planner
Margaret Jeffries, Library Director

Members Absent

Kevin Chavez

Guests

Allen Hulsopple
Kimberly O'Hanlon
Angel Gonzalez
Justin Vielmetti
Roberto
Casey Zweigart
Cole Ross
Elias Fields



CALL MEETING TO ORDER

Chair Diane Dunn called the meeting to order at 6:30 p.m.

VISITORS

None

APPROVAL OF MINUTES FOR NOVEMBER 15, 2016

Assistant Planner Jenny Dimsho offered a needed correction on page two of the minutes changing the store to Big River Bistro not Strange Birds as they have the cups and coffee discount.

Motion: Commissioner Dillard moved to approve minutes for November 15, 2016 with noted corrections made to page two. Commissioner Petersen second. All in favor; none opposed; motion carries.

FISCAL REPORT

The Arts and Cultural Commission reviewed the fiscal report and accepted as submitted.

GATEWAY PROJECT PHASE 2

Assistant City Planner Jenny Dimsho reported Big River Bistro has sold five mugs and they still have a lot of mugs and 16 oz. glasses for sale.

Commissioner Petersen is working with City Administrator John Walsh on signing the contract for phase two. Dimsho will be taking over getting the contract together.

Commissioner Dillard inquired on getting brighter lighting for the first Gateway sculpture. Commissioner Petersen recommends waiting for Gateway 2 to be completed before we look at new lighting.

Potential revenues:

- The Commission received the grant for \$2,000.00 from the County Culture Commission. There is a budget of \$3,000.00 for the interpretive signage. This grant will help fund it.
- Dimsho is working with the Mainstreet Coordinator Jasmine Jordan to apply for a grant for \$10,000.00 from Oregon Community Foundation. This will cover the gap. Should hear back early May.
- Received \$100.00 from postcards sales from Deer Island Manner. There are more postcards for sale.

SHEDCO DOG AUCTION

Commissioner Petersen reported SHEDCO has deposited \$300.00 from the Dog Auction and has another \$300.00 to deposit. We still have several dogs left.

BIKE RACKS

Vice Chair Imhof reported connecting with artist Bonnie at St. Helens High School. The bike racks have been delayed due to so many no school days. The school has been having problems with the plasma cutter but they are working on it. Commissioner Petersen reported it would be ideal if the bike racks could be installed before summer. Vice Chair Imhof reported the artist hopes to have them done by April.

CANDIDATES FOR ARTS AND CULTURE COMMISSION POSITIONS

Chair Dunn reported interviews were conducted. Dunn met with applicant Joann Nelson but after the interview Joann had to withdraw due to moving out of the state. Chair Dunn reported there was another potential applicant that has shown a great interest in the position.

Motion: Commissioner Dillard moved to recommend Kimberly O'Hanlon be appointed as a commission member. Vice Chair Imhof Seconded. All in favor; none opposed; motion carries.

BANNER/ART REPAIR UPDATE

Commissioner Petersen reported that Seaman the Dog statue has been repaired along with the Good Time bench but it has not been installed yet.

Library Director Margaret Jeffries reported two banners needed repairs. One banner is up but a piece is missing. Jeffries received the missing piece that needs to be painted and installed. The other banner has big chunks of paint coming off where the brackets were holding it up. The banner needs a fresh start with a new panel being prepped well before being painted. Commissioner Petersen suggested presenting the repairs needed to the original artist to determine if the artist is willing to cover the costs for the repairs need. If not, the Commission could then consider finding a new artist to replace the banner.

PROJECT COMMITMENT/LEADERSHIP

Commissioner Petersen suggests we discuss the projects we want to do this year and who will lead them at the meeting in February meeting.

COMMUNITY NEWS

Dimsho reported on an email that was sent out about Wayfinding. The City received a grant to complete a WayFinder Master Plan through Travel Oregon. Dimsho would like a member from the Arts and Cultural Commission to attend the Wayfinder Meeting on February 8th at 3:30 PM. The meeting is to help the consultants understand the community and how we would like the signs designed and where they should be located. The newly recommended commissioner Kimberly O'Hanlon is open to attending on behalf of the commission.

Jeffries reported this Saturday the library is accepting recycled book art from 10am-1pm. During the month of February the art will be on display.

ADJOURNMENT

The meeting was adjourned at 7:32 p.m.

NEXT MEETING

The next is scheduled for Tuesday, February 28, 2017 at 6:30 p.m.



Submitted by:

Jamie Edwards
Utility Billing Specialist

Present=P Absent=A

Date	Dunn	Petersen	Dillard	Imhof	Chavez
September 27, 2016	P	P	P	P	P
October 25, 2016 Meeting Canceled					
November 15, 2016	P	P	P	P	P
December 20, 2016 Meeting canceled					
January 24, 2017	P	P	P	P	A

City of St. Helens
Arts & Cultural Commission
Minutes from Tuesday February 28, 2017
City Council Chambers

Members Present

Diane Dunn, Chair
Rosemary Imhof, Vice Chair
Kannikar Petersen
Diane Dillard
Kimberly O'Hanlon

Members Absent

Kevin Chavez

Guests

Jenn Farrington

Councilors in Attendance

Susan Conn

Staff Present

Jamie Edwards, Secretary
Margaret Jeffries, Library Director



CALL MEETING TO ORDER

Chair Diane Dunn called the meeting to order at 6:30 p.m.

VISITORS

Jenn Farrington is interested in applying for the Arts and Cultural Commission position and turned in an application. Secretary Jamie Edwards will forward to City Recorder Kathy Payne.

APPROVAL OF MINUTES FOR JANUARY 24, 2017

Motion: Commissioner Petersen moved to approve minutes for January 24, 2017
Commissioner Dillard seconded. All in favor; none opposed; motion carries.

FISCAL REPORT

The Arts and Cultural Commission reviewed the fiscal report and accepted as submitted.

GATEWAY PROJECT PHASE 2

Commissioner Petersen reported the contract with the artist has not been signed yet as the artist needs to attach a Schedule of Payment. One proposal is to put all the money into one sculpture instead of two. Assistant Planner Jenny Dimsho and Petersen feel one sculpture does not encompass the vision for the project; if the artist cannot complete the project with the amount budgeted and with two sculptures the commission may need to find a new artist. Dimsho and Petersen are in negotiations with the artist on cost and design. To save on cost the artist could leave out a design on the back of the sculpture as it will not be seen up close. The artist agreed to take a

look at all the costs again and will meet with Dimsho and Petersen March 1, 2017. The proposed contract is to design and install for a total of \$35,000. Since the contract has not been signed, the engineering has not been started which is pushing out the completion time frame. Petersen received a second bid for engineering that came in lower than what was budgeted. The engineer is pending the weight and design from the artist to make the bracket.

Potential revenues:

- The Commission has submitted a grant for \$10,000 with Oregon Community Foundation. They came out to St. Helens to review the site and project in person.
- Commissioner Petersen suggests the Commission apply for another grant for \$5,000-\$40,000 from Oregon Culture Trust in case the \$10,000 grant from the Oregon Community Foundation does not get approved.

BIKE RACKS

Vice Chair Imhof reported there was nothing new to report since the last meeting. Imhof will go to the school to meet with the Artist Bonnie Adams on Thursday to get an update. The last communication was they would be done by April 1st.

CANDIDATES FOR ARTS AND CULTURE COMMISSION POSITION

Chair Dunn reported Korey Doller has expressed an interest but needs to fill out an application.

DIXY SHOW DOG

Commissioner Dillard reported on Dixy the Show Dog and has worked with Alterations by Heathers to have Dixy fitted for clothing to wear at community events and parades. Dillard will be donating the outfits from the Arts and Cultural Commission.

BENCH REPAIR UPDATE

Commissioner Dillard reported that she met with Roger Stauffer at the City Shops to review the bear statue/bench. It has so many repairs needed that it cannot be repaired in full. Stauffer advised he might be able to salvage just the bear and install it at a new location undercover; possibly at the Library.

Commissioner Dillard reported the repairs would be covered by the public work staff but if there was additional cost for supplies that would come out of Arts and Cultural Commission budget for repair and maintenance.

Motion: Commissioner Dillard moved to have the large bear repaired and scrap the rest. Vice Chair Imhof seconded. All in favor; none opposed; motion carries.

REPAIR UPDATES ON PUBLIC ART

Library Director Margaret Jeffries spoke to Artist Angelina about the problems with the banner caused by it not being prepped properly. Margaret is still negotiating with the artists to get a proposal on the repairs. The artist is coming out on 3/2/17 to pick up the banner to review it. The Commission discussed another option to discontinue with

repairs and start new. Commissioner Dillard will contact Ann to see if she has an additional blank panel.

Motion: Vice Chair Imhof moved to discontinue with any repairs on the banner. Commissioner Dillard seconded. All in favor; none opposed; motion carries.

Commissioner Petersen has a great working relationship with Artist Antonia and would like to see if she would like to paint the panel.

PROJECTS FOR 2017: LEADERSHIP/COMMITMENT

Commissioner Petersen reported as projects are selected a leader should be assigned and a budget should be submitted so the Commission can vote and approve on them. Petersen advised if anyone has an idea for a project email her the details and budget.

The Commission agreed to not participate in Spirit of Halloweentown pumpkin carving this year.

Chair Dunn reported she and Vice Chair Imhof would like to do another community outreach project like last year. Dunn spoke to Cindy Hulsopple about adding the Arts and Cultural Commission to the fair brochure.

COMMUNITY NEWS

Library Director Jeffries reported that the Columbia Arts Guild is holding a Spring into Arts on April 29, 2017, 10am-4pm, at the Columbia Learning Center. They are broadening the event to include writers and more. Jeffries also reported that the Columbia County Museum Association will have a WWI and WWII display and program on April 12, 2017. Jeffries reported the Library recycled book art is extended to this Saturday March 4, 2017.

Chair Dunn reported the Deer Island Manor hosts an Art Hive the first Saturday of every month that is open to any and all forms of artist from 12pm-4pm. This will be formed into a nonprofit and is the first Art Hive on the West Coast.

There is an Inspiration in the Rain project. This a special paint for art work that is applied outside and visible when it rains. SHEDCO will be working to get money for this project.

ADJOURNMENT

The meeting was adjourned at 8:02 p.m.

NEXT MEETING

The next is scheduled for Tuesday, March 28, 2017 at 6:30 p.m.



Submitted by:

Jamie Edwards
Utility Billing Specialist

Present=P Absent=A

Date	Dunn	Petersen	Dillard	O'Hanlon	Imhof	Chavez
October 25, 2016 Meeting Canceled						
November 15, 2016	P	P	P	N/A	P	P
December 20, 2016 Meeting canceled						
January 24, 2017	P	P	P	P	P	A
February 28, 2017	P	P	P	P	P	A

ST. HELENS PARKS COMMISSION

Minutes for Meeting of February 13, 2017

Council Chambers, City Hall

MEMBERS PRESENT

Howard Blumenthal, Chair
Elisa Mann, Commissioner
Stan Chiotti, Vice Chair
Phillip Roddy, Commissioner
Jerry Belcher, Commissioner
John Brewington, Commissioner

MEMBERS ABSENT

Jacob Woodruff, Commissioner

COUNCILORS IN ATTENDANCE

Doug Morten

STAFF PRESENT

Thad Houk, Parks Supervisor
Sue Nelson, Eng. Supervisor
Sheri Ingram, Secretary
Jenny Dimsho, Assistant Planner

GUESTS

Rick Scholl, Mayor

■ ■ ■

CALL TO ORDER

The meeting was called to order by Vice Chair Blumenthal at 4:00 p.m.

APPROVAL OF MINUTES

Chiotti made a **motion** to approve the minutes of the December 12, 2016 meeting. Motion was seconded by Belcher and approved unanimously.

TOPICS FROM THE FLOOR

Scholl stated he has seen the idea of an RV park expanding McCormick Park. He thought it would be nice to incorporate the old Boise Park into McCormick and make it all one park. In the old Boise Park by the creek, there are still 20 fire pits and old metal frames from the picnic tables. He knows an RV park was talked about in the gravel area and maybe some camping down there. It's beautiful in there and they could see about getting a park host. It's something to think about.

Brewington thought the first thing to do would be to include it in the Master Plan and Dimsho said the RV Park was put in the Master Plan "if the property is acquired" because that was back before we got the property. Morten said they have talked about it extensively and there has been some opposition with some staff and the Council was reluctant to move on it now because they are moving on so many other things. He has looked at other parks and they are done well. We also own the FARA building which could be used as a recreation facility and showers and where a park host could work. It is another thing that would pinpoint our city as a destination. We need to find out all the ramifications with the property and a new sewer line.

Blumenthal suggested everyone try to walk to property before the next meeting. Belcher said they had an extensive talk about that a few months ago and he thought it was very expensive. Nelson said putting in the infrastructure will be very expensive. Dimsho said it is also zoned Heavy Industrial so we would have to meet State requirements to rezone it. We would have to have enough Heavy

Industrial property in the City to justify taking it out. They have a similar process for the Veneer site too.

Belcher said there used to be softball fields by the FARA building many years ago and it's a fairly level area there. It would be conducive for more sports fields. Blumenthal said he had heard talk of putting more fields on the Waste Water property after the lagoon gets filled in. That would be a good area because he doesn't know if they could build on that area. Morten said there was talk of maybe doing a sewer line down Kaster Rd. in a year or two and Nelson said there is existing sewer on Old Portland Rd. and they could hook to that for the parking lot area by the FARA building.

Blumenthal said he thought we should put it in the next agenda for more discussion.

COUNCILOR'S REPORT

Morten gave them copies of a lease agreement with Greater Parks and Recreation District that was drafted by the City Attorney for them to take home and read over. It outlines responsibilities and obligations for Civic Pride Park. We own the land and can terminate the lease every ten years if necessary. Dimsho said Civic Pride currently has no amenities and is adjacent to the pool, which has their own district and funding source. They would take over maintenance and would have the ability to upgrade and add amenities approved by the City and it will stay a public park. Morten asked everyone to look it over and e-mail him within a couple of weeks if they had any issues with it. He would assume they were all okay with it if he doesn't hear back from anyone.

NEW BUSINESS

Election of Officers: Morten had suggested that the Vice Chair become the Chair so Mann made a **motion** to elect Blumenthal as Chair. Motion was seconded by Belcher and approved unanimously. Blumenthal made a **motion** to select Chiotti for Vice Chair. Motion was seconded by Belcher and approved unanimously.

Letter of Support: Dimsho had a letter of support for a grant that is due Friday for the Veterans Memorial expansion in McCormick. It would include funding for more brickwork, a concrete pathway around and a proposed monument of some kind that would contain the names of county-wide vets who have died in more recent conflicts. Currently no other memorial in the County has those names. She will also get a letter of support from the VFW. The Commission was in support and Blumenthal signed the letter.

Columbia View Park: Dimsho said a group of PSU planning students chose the Columbia View Park expansion project. They had a kick-off meeting two weeks ago and the students came out and viewed the site. She will be going to PSU to meet the professor and see what other projects were selected throughout the state. They have a quick turnaround and June is their finishing date so she would like them to come to the April meeting to talk to them about what they would like to see in there. They may also do one or two open houses with the public and then give a presentation in front of the Council.

Wayfinding Project: Dimsho said last year we wrote a grant through Travel Oregon and were successful in getting a \$40,000 grant for a \$70,000 project to develop a Branding and Wayfinding Master Plan. Wayfinding is how you direct visitors to the community who have never been here before showing downtown, the waterfront, historic district, landmarks, library, parks etc. They had a kick-off meeting with an advisory committee made up of Council members, Arts & Cultural members, Bikes & Ped members, Shedco and the Chamber of Commerce. They will also hold two open houses

for that where they will present three different designs. She would like it if Parks Commission members could attend the open house. They don't have a date yet but are looking at early April. She will make sure they are notified when she has a date.

Belcher said at a previous meeting they had discussed the intersection at Plymouth and Old Portland Road. He thought it would be a good place for a pocket park and a kiosk but the City said they were going to put a roundabout there. Dimsho said there are a number of intersection options for that area and a roundabout is just one of them and that is also another grant project. Belcher said he thought that might be part of the branding program because there is a lot of traffic on that road. Dimsho said those intersections are being looked at because there will be more traffic in the future with the waterfront redevelopment and that is already a problematic intersection. She will be curious how we deal with pedestrians in that area with the grant because it is such a funky area.

Morten said they should offer suggestions on what they think the parks signs should look like as far as being different from other signs in the project. Belcher said in his opinion, there should be a hub with maps that show where all of the parks and trails are located. It would be nice if there was something like that by the docks so people coming in on boats would know where things are. He asked if there used to be something like that down there and Nelson said yes but it was geared more towards businesses. Belcher said they could do something like that and money from the businesses could possibly pay for the boards and have parks, trails and restaurants listed so they can navigate the town. Nelson said this is exactly what the Branding & Wayfinding project does. It strategically locates maps and color codes areas and amenities and those are the kind of ideas they will bring to us and ask suggestions. Dimsho said as far as design, they will also come up with trail markers for off-street trails and they will have markers made for them that you can navigate along.

Scholl said he has heard comments from boaters that there is no St. Helens sign that can be seen from the water. A friend of his boated over to take his mom to lunch and couldn't find any restaurants because they went the wrong direction and there are no signs saying where anything is.

Blumenthal asked if updating the Parks brochure was part of what this group would do and Dimsho said no, that was something that is more parks specific but they will create a map to go in the kiosks. Blumenthal thinks we should get it updated in the next few years.

Exclusive Use Permit: Ingram said Girls Softball and JV have put in their annual permit for Campbell Park and there are not conflicts. Belcher asked if it was normal for them to reserve it from 8am to 10pm and Ingram said yes. He asked if that means no one else can use the fields and Ingram said standard practice has been that other people can play on them but if a team under the permit shows up for practice or a game, the group without a permit has to get off the field. The permit was approved unanimously.

Capital Improvement Plan: Dimsho said the Finance Director asked her what she thought would be a priority for the next five years so she put together a handout. The top part is all grant related. For the bottom of the list, she talked to Houk about small projects that would make a big impact. One they thought of was dugout renovations at 6th Street Fields and Campbell Park. They also talked about the restrooms at Campbell but instead of replacing the whole restroom, they have been replacing the fixtures as needed because it's cheaper and the building is structurally okay so that is something they might want a line item for. Another simple project might be extending the utilities to the Campbell picnic shelter. There is water for pressure washing but no power so it might be cheap for Public Works to dig the ditch and have an electrician run a cable out. She said Belcher had wondered about the Heinie Heumann dog park and Nelson said it is scheduled to be done this spring when it dries out. Nelson also said they have been putting together a preliminary budget for 2017 and Houk mentioned to her that they have had a decrease in the number of picnic tables. They used to have well over 100 and now they have about 75. She has put in the tentative budget for next year

money to purchase frames and lumber so they can start replacing the ones that are irreparable. They would like to put a little money in for upcoming years so they can keep replacing them as needed. Chiotti said we need to add more people to the Parks budget because we keep adding more property. Nelson said the Council has asked for alternative funding ideas.

OLD BUSINESS

Park Reports: Ingram stated since Woodruff wasn't there and Brewington wasn't at the previous meeting, they could just hold those reports over until the next meeting.

DISCUSSION ITEMS

Belcher said there is a Bike & Pedestrian meeting on February 23rd and he was planning on being there but may now be gone. He understood Dimsho walked Nob Hill and the 5th Street easement area and he'd like her to talk about it because he hasn't done it. She said there is an 80 foot easement through there so you can go up the staircase on Old Portland Road and walk all the way to Nob Hill on right-of-way property. She was in between back yards nearly the whole way. Belcher asked if they could build a trail through there and she said there were definitely some wet areas. There is standing water but she doesn't know if they are wetland areas so there might be some mitigation involved. Morten asked if she walked the northern section to Columbia Blvd and she said no, they walked as far as they could but it gets pretty steep.

Belcher said he is big on having trails people can see on the internet so they can come to town and walk their dogs. He thinks they should have a trail now that starts at the waterfront and goes up through Nob Hill and down 4th Street to Godfrey Park and down the cliff and back to the waterfront. He thinks it should be put on a website so people can see it and come to town to walk. Dimsho is concerned about 4th Street not having sidewalks. Belcher said you could then go down the stairs to Park Street and there is a very small section with no sidewalks. He sees new houses being built with no sidewalks in front of them and he thinks it should be required where it's reasonable. He thinks they should ask Bikes & Peds if they would like to meet with Columbia City about a loop trail from the dog pound around the lake to Pixie Park and Veterans Park. He thinks these things should be on a website so people come to St. Helens.

Dimsho said in the Master Plan on page 118, she took a stab at making a map of routes people can walk now and a lot of the routes Belcher mentioned are already on there. If he thinks this map is legible enough, we can get it uploaded online. Belcher thinks we should talk to the Bikes & Ped Committee since a lot of this is their territory to get their support and we should get together with Columbia City. Morten says he encourages them to partner with Bikes and Peds to form a committee to do just that. Not everyone from each group will be interested in working on the committee but if they work together, he thinks they will come up with something remarkable.

Blumethal said he still has a problem with the 4th Street trailhead because someone has posted private drive signs in front of the park signs. We need to have the City make a clarification on the right-of-way. Nelson said we will have to go out and look at it.

OTHER MATTERS

Dimsho said there will be an Urban Renewal open house in the Council Chambers on February 21st at 6:00pm.

Blumenthal said they will have the Nob Hill wildflower walk on March 18th and a work party in the beginning of April. He wanted to thank the City for painting over the graffiti on the Veneer property and replacing the no smoking signs in Columbia View. He was hoping we would get the staircase going because they will have to have machinery out there and they start getting a lot of wildflowers in March. Dimsho said she would talk to Sheppeard but it's too wet out there right now. We have to finish the grant by October so we could potentially do it in July or August.

Blumenthal said there has been a guy "treasure hunting" along the cliffs and digging into old dump sites and exposing trash. Nelson said there is no digging allowed at all in the parks. He also asked if rock climbing was allowed because there have been kids tying ropes off on the oak trees and going down the cliffs. Also over the weekend, there are still people going across the trestle on the Veneer property. If we would extend the fence another 15', it would stop people from being able to get in there.

Roddy stated they will be starting repairs soon on the exercise areas at McCormick Park.

ADJOURNMENT

The meeting was adjourned at 5:35 p.m. The next meeting is scheduled for Monday, April 10, 2017, at 4:00 p.m., in the Council Chambers at City Hall.

Respectfully Submitted,

Sheri Ingram
Secretary

2016 ATTENDANCE RECORD							
P = PRESENT / E = EXCUSED ABSENCE/U = UNEXCUSED ABSENCE							
Meeting Date	John Brewington	Elisa Mann	Jacob Woodruff	Jerry Belcher	Stan Chiotti	Howard Blumenthal	Phillip Roddy
2/13	P	P	E	P	P	P	P

City of St. Helens

Planning Commission Meeting

March 14, 2017

Minutes

Members Present: Al Petersen, Chair
Dan Cary, Vice Chair
Greg Cohen, Commissioner
Sheila Semling, Commissioner
Audrey Webster, Commissioner
Russell Hubbard, Commissioner

Members Absent: Kathryn Lawrence, Commissioner

Staff Present: Jacob Graichen, City Planner
Jennifer Dimsho, Assistant Planner & Planning Secretary

Councilors Present: Ginny Carlson, City Council Liaison

Others Present:

Dan Hatfield	Howard Blumenthal
Susan Jones	Steve Topaz
Jeannine 'JJ' Duehren	Matt Dougherty
Eric Coleman	Dave Reynolds
Teresa & Sean Dillon	Danna Smith
Charles Castner	

The Planning Commission meeting was called to order by Chair Al Petersen at 7:00 p.m. Chair Petersen led the flag salute.

□

Consent Agenda

Approval of Minutes

Commissioner Webster moved to approve the minutes of the February 14, 2017 Planning Commission meeting with the addition of the word "lot" on page 2 in the 2nd paragraph. Commissioner Semling seconded the motion. Motion carried with all in favor. Vice Chair Dan Cary did not vote due to his absence from the meeting. Chair Petersen did not vote as per operating rules.

□

Topics From The Floor

Commissioner Cohen would like to commend the City and the County for working together to plan for and install sidewalks along Gable Road.

Chair Petersen announced that the City is having a Columbia View Park Expansion Open House at 6 p.m. in the Council Chambers this Friday. It will be hosted by Portland State University Masters of Urban & Regional Planning students.



Public Hearing

La Grand Townhomes, LLC

Subdivision / SUB.1.17

Lots 15-19, Block 128 of the St. Helens Subdivision

It is now 7:04 p.m. and Chair Petersen opened the public hearing. Commissioner Hubbard noted that he has worked with the applicant before but has not discussed this project with him. There were no ex-parte contacts, conflicts of interest or bias in this matter. The audience did not object to any members of the Commission to make a fair decision in this matter.

City Planner Jacob Graichen entered the following items into the record:

- Staff report packet dated March 7, 2017 with attachments

Graichen introduced the Commission to the proposal and discussed the recommended conditions of approval, as presented in the staff report. Graichen explained that this proposal is meant to develop attached single-family dwellings because there are no other residential uses that could fit on the small proposed lots. He also explained that this property is close enough to a wetland that a delineation was required to determine exactly where it is. Graichen said that is why a small portion of property is designated as a wetland protection area, but the area is small enough to not want to require a homeowner's association for maintenance. Additionally, he explained the City owns the property abutting the wetland and staff has expressed a willingness to take the small wetland. City Council will be discussing this at their next meeting.

Graichen said frontage improvements, including sidewalk, street trees and a landscaped strip will be required because the street is classified as a collector street. Graichen said the applicant is proposing access easements to provide a shared driveway for every two lots. This will also help preventing backing maneuvering onto the collector street. Commissioner Cohen asked if the easement would last beyond the original property owners. Graichen said yes.

Graichen said there are three trees of significance on the property, but planting at least six street trees will satisfy the replacement requirement. Commissioner Cohen asked if any of the trees to be removed are over 100 years old. Graichen said no. Chair Petersen asked why condition 2.a. mentions a requirement for six trees if the street tree standard is more than that anyways. Graichen said it is redundant and could be removed.

Graichen said there is an easement requirement for the shared driveways, but there is no maintenance agreement. The Commission can discuss this requirement. Commissioner Webster asked what the landscaping requirement is for each lot. Graichen said it is a minimum of 25 percent landscaping. She said it looks like all of it is in the backyard. Commissioner Cohen asked if the applicant would be excavating at all with development. Graichen said that would be a good question for the applicant.

IN FAVOR

Reynolds, Dave. 32990 Stone Road, Warren. Land Surveyor. Reynolds is working for the applicant. He said the ground is predominantly rock, so the applicant is proposing to scrape down to the bare rock in order to place the foundations on the rock and bring in fill for around the lots. Reynolds said there may be an opportunity to extend the sewer line from the south with a sewer easement alongside the back of the lots, rather than hooking into the nearest main line to the north of the property. He asked if Graichen could be more general in the sewer condition to allow for both potential scenarios. Graichen said yes, he could

change it to allow more flexibility if the Commission agrees.

Reynolds said regarding the wetland protection zone, the applicant is happy with granting ownership to the City. Vice Chair Cary asked if it makes more sense to leave it a strip. Reynolds said it will include signage and a fence. He said it not impact the development either way.

Reynolds asked Graichen about the engineering drawings for the frontage improvements. Graichen said for public improvements, typically engineering drawings are required. He said Public Works has to be satisfied.

Commissioner Cohen asked if there is any information about storm water being an issue in the area. Reynolds said no, the property to the north is a wetland. Commissioner Cohen asked how much rock will be removed. Reynolds said as little as possible rock will be removed because it is expensive. Commissioner Cohen asked if the applicant plans on blasting. Reynolds said he does not think so.

Hatfield, Dan. 2035 SE Evergreen, Milwaukie. Property Owner and Applicant. Hatfield does not mind putting in extra trees, but he just wants to make sure property owners can see when they come out of the driveway. Hatfield explained that the northern lot is slightly bigger because of the wetland buffer. Vice Chair Cary asked if the house would be directly next to the wetland protection zone. Hatfield said no, it will be about 24 feet away.

IN OPPOSITION

No one spoke in opposition.

END OF ORAL TESTIMONY

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

CLOSE PUBLIC HEARING & RECORD

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

FURTHER QUESTIONS OF STAFF

Vice Chair Cary clarified the location of the landscaping. He asked if the street trees could be included in the landscaping area next to the driveway, instead of the strip along the street to help with vision clearance issues. Graichen said the vision clearance section exempts trees as long as three feet above the curb is clear. Chair Petersen said the assumption is that the first five feet or so is just the trunk with no limbs, so visibility is not as much of an issue.

DELIBERATIONS

The Commission discussed if the wetland area should become an easement or if the City should be granted ownership. They are in agreement that it should be up to the City Council, since the property owner is okay with either option. The Commission agreed that the condition about the sewer line should be amended to allow for more flexibility and to include an additional condition for a maintenance agreement to go along with an access easement.

MOTION

Commissioner Cohen moved to approve the Subdivision Permit with the following changes:

1. Condition 2.a.iii. regarding sewer should be altered to be more flexible.
2. Add condition 3.d. to requirement a maintenance agreement for the driveways.
3. Condition 2.c. will be up to City Council.
4. Removal of the third sentence in condition 2.a.i.

Commissioner Semling seconded. All in favor; none opposed; motion carries.

Commissioner Cohen moved for Chair Petersen to sign the Findings and Conclusions once prepared. Vice Chair Cary seconded. All in favor; none opposed; motion carries.

□

Public Hearing

City of St. Helens

Comprehensive Plan and Zoning Map Amendment / CPZA.3.16

City-wide

It is now 7:52 p.m. and Chair Petersen opened the public hearing. There were no ex-parte contacts, conflicts of interest or bias in this matter.

Graichen entered the following items into the record:

- Staff report packet dated March 6, 2017 with attachments

Graichen said this proposal is a significant amendment to the comprehensive plan, the zoning map, and the development code. It is in large part to facilitate the St. Helens Waterfront Framework Plan, which was adopted in December 2016. However, Graichen noted there are some other amendments unrelated to this Plan as well. Vice Chair Cary asked how this is different than the last time the Commission discussed these amendments. Graichen said the amendments are more refined and tonight is the public hearing to receive testimony regarding the proposed amendments. Graichen said his hope is to receive a recommendation of approval to City Council from the Commission tonight. He described the history and context of the proposed zoning changes, comprehensive map changes, and the text amendments as presented in the staff report and attached maps. Graichen noted that the Comprehensive Plan does not explicitly support the protection of private views, so if the community would like to have a height restriction included in the Mill sub-district, they are ultimately at the City Council's discretion.

Commissioner Cohen asked what the advantages of removing the Marine Commercial zone are. Graichen said it is not being removed. It will be a part of the Riverfront District, but as a sub-district. Graichen said it will still have the same zoning requirements as it did before. Commissioner Cohen asked to change the text amendment on page one and three regarding spot zoning to say "is prohibited" instead of "shall not be allowed." Chair Petersen noted the three written letters that were submitted into the record.

IN FAVOR

Dougherty, Matt. 2014 St. Helens Street. Dougherty said he is not originally from St. Helens, but he grew up in a similar small town in Alaska. He is excited to raise a family here and is excited about all of the positive changes he sees. Dougherty said the unlimited height does concern him. He thinks it may be a little reckless to rely on technology and economics alone to limit the height because technology changes all of the time. He hopes the City can find a happy medium that will not inhibit private views, but still pushes the economic development of the waterfront forward. Dougherty does not believe in limitless height, but it should not be handicapped to two or three stories. He does not think that is fair to the rest of the St. Helens

community to limit the development potential in order to protect the views of a few residents.

Castner, Charles. 155 S. 1st Street. Castner is not originally from here. Castner and his wife moved here from South Carolina. He feels lucky to call this beautiful place home. Castner and his wife are in favor of the application. Castner said one of the key factors that makes him in favor of the application is flexibility, but he would still like to see a limitation on the height in order to assure those who are very concerned about the height of development. He does not want to rely on the technology of building materials to limit the height of the development.

NEUTRAL

Topaz, Steve. 360 St. Helens Street. Topaz said the use of this property should include a commercial dock, which would include a ferry boat to Sand Island. He feels that Marine Commercial should be extended through the Veneer site. Topaz feels a university to teach maritime-related skills would be a great addition to the waterfront. Topaz said Nob Hill Nature Park was originally a quarry, which was taken over by the County for taxes. He questions the ownership. Topaz said it has been proposed to use the paper plant site as toxic waste area. This will impact Nob Hill Nature Park and the waterfront redevelopment site. He thinks we need permanent residents on the Veneer site to help counteract the high level of commuters. He does not think we should regulate to protect private views.

Jones, Susan. 100 S. 1st Street. Jones is relatively neutral on this proposal, so she is trying to learn about the proposal more. She agrees that there is a huge opportunity here and she is excited about waterfront redevelopment. Jones said she is concerned about the unlimited height. She used Portland as an example because there are no height restrictions there. Jones feels the economic conditions will warrant high rise apartments on the site eventually, especially as Portland grows. Jones asked a question about the requirements for greenspace. Graichen said the landscaping is driven by the requirements in the Framework Plan, parking requirements, and streetscape improvements. She would like the City to consider additional creative landscaping requirements with future developers. She asked if the Scenic Resource Review that applies to her property on River Street also applies to the new Riverfront District. Graichen said no.

Blumenthal, Howard. 462 S. 3rd Street. Blumenthal has a limited view of the waterfront from his home. He is in favor of the most of the proposal. Blumenthal said the consultants said the property could support about 250 housing units and each unit needs two parking spaces. The parking cannot be built below. Blumenthal felt the zoning district should limit height or number of units. He said the site cannot support an unlimited number of units. Blumenthal is highly supportive of the re-zoning of Nob Hill Nature Park to public lands. He said it is one of the last oak woodland habitats in the area, including native species and wildlife. Blumenthal said there is a native plant walk this weekend and a work party coming up.

IN OPPOSITION

Dillon, Teresa. 475 S. 2nd Street. Dillon loves the waterfront redevelopment project. She would just like to advocate for a few changes. Dillon is here as a spokesperson for the Columbia View Neighborhood Association, which includes the Nob Hill neighborhood area on the bluff. This public meeting was sold as a text amendment hearing, when in reality it is about the height of development, which lacks transparency. Dillon said she and her neighbors have been to all of the planning meetings. They were involved back in 2009. Dillon said during these previous public meetings, unlimited heights were not discussed. Dillon said she is in favor of the gradient of height restrictions back from the original Waterfront Redevelopment Overlay District which was adopted in 2009.

Dillon said she would also like the Council to consider including the Scenic Resource Review for the Mill sub-district. She would also like more transparency about the height topic for the next City Council hearing.

Dillon said that the watercolor rendering that came out of the Framework Plan is totally feasible, even with a defined height restriction. Dillon urged the City to not let the developer dictate the height. She said the City should not have to please a developer. This waterfront area is too special to let a developer run the show.

Duehren, Jeannine 'JJ'. 57250 Old Mill Road, Scappoose. Duehren would like to testify against the unlimited height restriction. Duehren said she is in favor and excited to see low density development on the waterfront. She realizes that not having a height restriction is supposed to attract developers. She noted that the new affordable housing rules adopted in Portland have resulted in a mass increase in units being developed before the rules are in effect. This caused an increase in the number vacancies in Portland for the first time since 2010. Duehren owns the Riverview Place apartment complex on the bluff and does not want her tenants to lose this view. She is concerned about losing the quality of life with high rises. Duehren said she owns a vintage building and she has fixed it up. This community is unique and she does not want the historic feel to be ruined. Duehren said it is important to reflect the historic district charm onto the waterfront. She said this charm is why numerous movies have been filmed here. Duehren said if skyscrapers are allowed to be built on the waterfront, this charm will be ruined. Duehren said she has been receiving less calls for her rental vacancies because of the massive development occurring in Portland. Developers are rushing to build units before the affordable housing rules are enacted. Duehren said she has affordable units in her own building. Duehren said St. Helens also has a unique ecosystem that will also be impacted by high rises. She would like to see a height restriction that will help maintain the historic charm and the integrity of this community.

Smith, Danna. 333 S. 1st Street. Smith is excited about the waterfront area being built up, but she is concerned about having no limit on the height of the building. When the City was originally considering this, she thought the limit was 55 feet. Even though the development will impact her, she is not opposed to redevelopment of the waterfront, but would just like a maximum height included in the rules.

Coleman, Eric. 314 S. 3rd Street. Coleman agrees with everyone who spoke about restricting heights. He said he is not-so-sure about having a mix of uses on the site. He would rather see strictly residential or a use that brings in local employment opportunities.

END OF ORAL TESTIMONY

DELIBERATIONS

To address some of the testimony received regarding allowed land uses in the Mill sub-district, Chair Petersen listed some of the allowed uses.

Regarding landscaping, Graichen said if there is a parking lot over three spaces, it is required to be screened with low-lying shrubbery or trees to soften the impact. If there is a parking space over twenty spaces, there is a requirement to have a landscaping island with trees every seven spaces. There was a discussion about how structured parking garages fit into the parking landscaping requirements.

Chair Petersen said the consultants specifically addressed the height limitations during an Advisory Committee Meeting made up of stakeholders who represented various organizations. Chair Petersen said a developer who has been doing development in Hillsboro was invited to an Advisory Committee Meeting. The developer said economics would be the driving factor for the building height that the waterfront could support. Vice Chair Cary noted that if the economics would not support a tall building anyways, the Commission could still include a maximum height.

Graichen listed maximum heights from other zoning districts. He said residential zones are restricted to 35 feet. General Commercial is restricted to 45 feet, and Highway Commercial is 40 feet. Graichen said the top

of the original roof of the Muckle Building is 42 feet, and the top of the elevator shaft is 55 feet. Commissioner Semling asked about the stepped height that was included in the Waterfront Redevelopment Overlay District from 2009. Graichen said this stepped height rule was removed from the proposal based on ample feedback from the consultants who urged that regulations should be flexible.

Vice Chair Cary said he has been of the opinion that the City should drive development, instead of the development driving the City. Vice Chair Cary said the developer should have flexibility, but within an envelope set by the City. He also wants the development to be cohesive with the existing historic district. He is in favor of applying a height restriction. Commissioner Cohen agreed. He would like to keep a limit the height of new development to keep it from being radically different from the existing downtown.

Graichen noted that a Development Agreement could supersede any height restriction, but requires a public hearing process where further testimony would be heard. Chair Petersen noted that even without a height restriction, all development will have to be approved through the land use process anyways. Graichen said a Development Agreement process is not mandated. Commissioner Cohen said if you do not have a restriction in place, it is difficult to deny an application without a basis to deny their proposal. Chair Petersen said that the City Council and a public hearing would have to be held regarding the proposed development. He feels there will be plenty of public vetting with the existing process. Vice Chair Cary said his concern is that City will be too loose about guidelines for the sake of getting a developer on board.

Commissioner Hubbard suggested proposing a height restriction and requiring that anything greater than that height must go before the Planning Commission. Chair Petersen said the Building Code defines high rise as 75 feet and greater. Commissioner Hubbard said the soil will likely not support high rise construction because of the necessity of pilings after a certain height.

The Commission began discussing the other code amendments. Graichen said the waterfront public access requirement is on page 35 of the text amendments. Graichen said the Framework Plan described a minimum of 50 feet wide for the public access or approximately 6 acres, but the proposed code is written to be more flexible. This is because the Framework Plan map shows it smaller than 50 feet in some sections and wider than 50 feet in others. Graichen asked if the Commission feels comfortable with the way it is written. Chair Petersen said yes. Chair Petersen said the approval authority would have to make a finding that the proposed development meets the intent of the Framework Plan either way. Vice Chair Cary agrees that this flexibility is adequate.

Councilor Carlson asked if rooftop landscaping was allowed in the Mill sub-district. Graichen said it is not prohibited.

Chair Petersen said the site is not going to be built with high rises. It is not feasible and the market will not support it. He thinks this is an overblown fear. Commissioner Webster agrees. Commissioner Hubbard said the public perception is that there will be a wall of buildings, even though the development will likely have staggered buildings with public view corridors.

Graichen said the average height to the base of the homes on the Nob Hill bluff is 50 feet. Chair Petersen said the Commission could propose the same height restriction as Nob Hill; they have 35 feet maximum and they are 50 feet above sea level, which would mean the development could be 85 feet. Commissioner Cohen is in support of using the height restriction of 75 feet, which is the building code definition of high rises. The Commission agreed.

MOTION

Commissioner Cohen moved to recommend approval of the comprehensive map, zoning map, and text

amendments with two additional amendments to the Mill sub-district: 1) the maximum height is 75 feet, and 2) ten percent landscaping is required. Commissioner Semling seconded. All in favor; none opposed; motion carries.

□

Acceptance Agenda: Planning Administrator Site Design Review

- a. Site Design Review at 1645 Railroad Ave (Armstrong World Industries) - Lower Columbia Engineering, LLC
- b. Site Design Review at 115 Crouse Way - Single family residential to commercial use

Commissioner Cohen moved to accept the acceptance agenda. Commissioner Webster seconded. All in favor; none opposed; motion carries.

□

Planning Director Decisions

- a. Home Occupation (Type I) at 971 Cowlitz St. - Online clothing sales
- b. Sign Permit (Banner) at 2100 Block of Columbia Blvd. - St. Helens Booster Club fundraising event
- c. Home Occupation (Type I) at 34 S. 22nd St. - Home-based private investigation and defense mitigation
- d. Time Extension (CUP.5.15) at 31 Cowlitz St. - Marijuana dispensary/retailer
- e. Home Occupation (Type I) at 494 S. 9th Street - Home-based communications business
- f. Home Occupation (Type I) at 115 Crouse Way - Plumbing contractor
- g. Temporary Use Permit at 555 S. Columbia River Hwy - Food service trailer

There were no comments.

□

Planning Department Activity Reports

There were no comments.

□

For Your Information Items

Assistant Planner Dimsho told the Commission about the Branding & Wayfinding Master Plan Open House on Tuesday, April 4 at Meriwether Place from 6 p.m. to 8 p.m. The consultants will present three signage design concepts and request feedback on preferences.

□

There being no further business before the Planning Commission, the meeting was adjourned at 10:02 p.m.

Respectfully submitted,

Jennifer Dimsho
Planning Secretary

2017 Planning Commission Attendance Record

P=Present A=Absent Can=Cancelled

Date	Petersen	Hubbard	Lawrence	Cohen	Cary	Semling	Webster
01/10/17	P	P	A	P	P	P	P
02/14/17	P	P	P	P	A	P	P
03/14/17	P	P	A	P	P	P	P
04/11/17							
05/09/17							
06/13/17							
07/11/17							
08/08/17							
09/12/17							
10/10/17							
11/14/17							
12/12/17							

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 04/07/2017 - 9:37AM
 Batch: 00017.03.2017 - AP 4/7/17 FY 16-17

54



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ALEXIN ANALYTICAL L		695.00							
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COMCAST									
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001-002-526000 Publicity					PUBLIC NOTICE				
181881 Total:		131.70							
COUNTRY MEDIA INC. T		131.70							
DCBS- FISCAL SERVICES 010113									
04032017	4/3/2017	2,881.82	0.00	04/07/2017				False	0
001-000-312000 Building Permits					SURCHARGE FEE REPORT - PERMITS				
04032017	4/3/2017	923.89	0.00	04/07/2017				False	0
001-000-313000 Plumbing Permit Fees					SURCHARGE FEE REPORT - PERMITS				
04032017	4/3/2017	327.78	0.00	04/07/2017				False	0
001-000-314000 Mechanical permit fees					SURCHARGE FEE REPORT - PERMITS				
04032017 Total:		4,133.49							
DCBS- FISCAL SERVICE		4,133.49							
GAGLIARDI, PAUL 013077									
04062017	4/6/2017	429.00	0.00	04/07/2017				False	0
001-005-554000 Contractual Services					PSU MURP STUDENT COL VIEW PARK EXPAN. PLAN				
04062017 Total:		429.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
GAGLIARDI, PAUL Total		429.00							
GALLS, LLC - D.B.A BLUEMENTHAL UNIFORM									
013074									
007144631	3/10/2017	52.62	0.00	04/07/2017	TERRY MOSS BELT			False	0
001-002-501000 Operating Materials & Supp									
007144631 Total:		52.62	X						
007161665	3/14/2017	83.37	0.00	04/07/2017	SEAN LUEDKE MATERIALS			False	0
001-002-501000 Operating Materials & Supp									
007161665 Total:		83.37	X						
007169506	3/14/2017	-100.13	0.00	04/07/2017	TERRY MOSS BELT CREDIT			False	0
001-002-501000 Operating Materials & Supp									
007169506 Total:		-100.13	X						
007228445	3/24/2017	715.00	0.00	04/07/2017	SEAN LUEDKE SAC PD 2 CARRIER			False	0
001-002-501000 Operating Materials & Supp									
007228445 Total:		715.00	X						
GALLS, LLC - D.B.A BLU		750.86							
GRANTS PASS WATER LAB									
01414									
16464	3/16/2017	42.00	0.00	04/07/2017	TESTING			False	0
017-417-472000 Lab testing									
16464 Total:		42.00	X						
301162	3/28/2017	350.00	0.00	04/07/2017	TESTING SAMPLE			False	0
017-417-472000 Lab testing									
301162 Total:		350.00	X						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
<hr/>									
	GRANTS PASS WATER L	392.00							
HACH COMPANY									
014200									
10392524	4/3/2017	62.49	0.00	04/07/2017				False	0
017-017-501000 Operating Materials & Sup.					REAGENT SET CHLORINE FREE				
10392524	4/3/2017	124.97	0.00	04/07/2017				False	0
017-417-472000 Lab testing					REAGENT SET CHLORINE FREE				
	10392524 Total:	187.46							
	HACH COMPANY Total:	187.46							
HASA									
014771									
512540	3/27/2017	4,290.76	0.00	04/07/2017				False	0
018-020-527000 Hypochlorite Expense					MULTI-CHLOR				
	512540 Total:	4,290.76							
	HASA Total:	4,290.76							
IDEXX DISTRIBUTION INC.									
016026									
3013947038	3/21/2017	75.45	0.00	04/07/2017				False	0
018-019-501000 Operating Materials					VESSELS W ST AND SP 200PK				
3013947038	3/21/2017	75.46	0.00	04/07/2017				False	0
018-020-501000 Operating Materials & Supplies					VESSELS W ST AND SP 200PK				
	3013947038 Total:	150.91							
	IDEXX DISTRIBUTION I	150.91							
INGRAM LIBRARY SERVICES, INC.									
016240									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
97535189	3/3/2017	-6.71	0.00	04/07/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97535189 Total:		-6.71							
97700489	3/16/2017	61.12	0.00	04/07/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97700489 Total:		61.12							
97700490	3/16/2017	119.89	0.00	04/07/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97700490 Total:		119.89							
97700491	3/16/2017	27.05	0.00	04/07/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97700491 Total:		27.05							
97700492	3/16/2017	25.74	0.00	04/07/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97700492 Total:		25.74							
97709984	3/16/2017	64.21	0.00	04/07/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97709984 Total:		64.21							
97709985	3/16/2017	574.97	0.00	04/07/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97709985 Total:		574.97							
97709986	3/16/2017	22.83	0.00	04/07/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97709986 Total:		22.83							
97709987	3/16/2017	17.09	0.00	04/07/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
97709987 Total:		17.09							
97709988	3/16/2017	12.56	0.00	04/07/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97709988 Total:		12.56							
97709989	3/16/2017	10.22	0.00	04/07/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97709989 Total:		10.22							
97745345	3/20/2017	17.73	0.00	04/07/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97745345 Total:		17.73							
97745346	3/20/2017	140.18	0.00	04/07/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97745346 Total:		140.18							
97745347	3/20/2017	11.12	0.00	04/07/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97745347 Total:		11.12							
INGRAM LIBRARY SERV		1,098.00							
INTEGRA TELECOM, INC.									
016479									
14543457	3/21/2017	101.41	0.00	04/07/2017				False	0
001-002-458000 Telephone Expense				754802					
14543457	3/21/2017	352.14	0.00	04/07/2017				False	0
012-107-458000 Telecommunication expense				754802					
14543457	3/21/2017	285.13	0.00	04/07/2017				False	0
001-004-458000 Telephone Expense				754802					
14543457	3/21/2017	48.49	0.00	04/07/2017				False	0
017-017-458000 Telephone Expense				754802					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
14543457	3/21/2017	484.77	0.00	04/07/2017				False	0
017-417-458000 Telephone expense				754802					
14543457	3/21/2017	105.22	0.00	04/07/2017				False	0
013-403-458000 Telecommunication expense				754802					
14543457	3/21/2017	98.61	0.00	04/07/2017				False	0
018-019-458000 Telecommunication Expense				754802					
14543457	3/21/2017	98.61	0.00	04/07/2017				False	0
018-020-458000 Telecommunication Expense				754802					
14543457	3/21/2017	290.70	0.00	04/07/2017				False	0
018-022-458000 Telecommunication expense				754802					
14543457 Total:		1,865.08							
INTEGRA TELECOM, IN		1,865.08							
KANAITEK, INC									
017411									
990	4/3/2017	720.00	0.00	04/07/2017				False	0
013-402-575000 Equipment expense				ANNUAL HOSTING FOR CITY TRACKING SYSTEMS					
990 Total:		720.00							
KANAITEK, INC Total:		720.00							
KINNEAR SPECIALTIES INC.									
017537									
5022924	3/30/2017	225.73	0.00	04/07/2017				False	0
015-015-501000 Operating Materials & Supp				MALE / FEMALE COUPLER					
5022924 Total:		225.73							
KINNEAR SPECIALTIES		225.73							
KJ SECURITY SOLUTIONS & LOCKSMITH, LLC									
KJSECUR									
0001516	3/30/2017	213.00	0.00	04/07/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
001-002-470000 Building Expense					33 DUP KEYS				
0001516 Total:		213.00							
KJ SECURITY SOLUTIO		213.00							
LANDRETH, DEBBIE									
01800									
03312017	3/31/2017	36.00	0.00	04/07/2017				False	0
001-000-354000 Misc Revenue					OVERPAYMENT COLLECT. AG. 2014-TR-007181				
03312017 Total:		36.00							
LANDRETH, DEBBIE To		36.00							
LAWRENCE COMPANY									
018028									
11707	4/1/2017	100.00	0.00	04/07/2017				False	0
012-106-554000 Contractual/consulting serv					4/1-6/30 UNEMPLOYMENT SERVICES				
11707 Total:		100.00							
LAWRENCE COMPANY		100.00							
LOCKE, KEITH									
018860									
04042017	4/4/2017	675.79	0.00	04/07/2017				False	0
001-100-490000 Professional development					COMMUNITY DEVELOPEMENT ORANGE CO. EXP. R				
04042017 Total:		675.79							
LOCKE, KEITH Total:		675.79							
MASON, BRUCE, & GIRARD, INC.									
019413									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
21841	3/15/2017	2,329.57	0.00	04/07/2017				False	0
017-517-546000 Forestry preservation				MILTON CREEK FOREST INV PLANNING PROJECT 0					
21841 Total:		2,329.57							
MASON, BRUCE, & GIR		2,329.57							
METRO PLANNING INC.									
020291									
3975	4/5/2017	112.50	0.00	04/07/2017				False	0
001-104-500000 Information services				GIS HOSTING					
3975	4/5/2017	37.50	0.00	04/07/2017				False	0
013-402-575000 Equipment expense				GIS HOSTING					
3975 Total:		150.00							
METRO PLANNING INC		150.00							
METROPRESORT									
020292									
491431	3/28/2017	593.33	0.00	04/07/2017				False	0
012-106-554000 Contractual/consulting serv				PAST DUE BILL PRINTING					
491431 Total:		593.33							
METROPRESORT Total:		593.33							
MIDWEST TAPE									
020427									
94909267	3/30/2017	45.98	0.00	04/07/2017				False	0
001-004-481000 Visual Materials				DVD					
94909267 Total:		45.98							
MIDWEST TAPE Total:		45.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
MORTEN, DOUGLAS 020688 04042017	4/4/2017	1,433.81	0.00	04/07/2017				False	0
001-100-490000 Professional development					COMMUNITY DEV. ORANGE CO. EXP. REIMB D. MO				
04042017 Total:		1,433.81							
MORTEN, DOUGLAS Tot		1,433.81							
MURRAY, SMITH & ASSOC., INC. 020762 09-1078-83	3/23/2017	1,815.50	0.00	04/07/2017				False	0
010-304-653409 Godfrey Outfall					PROJECT 09-1078 SD-146 GODFREY PARK STORM				
09-1078-83 Total:		1,815.50							
MURRAY, SMITH & ASS		1,815.50							
NASASP 028144 04052017	4/5/2017	39.00	0.00	04/07/2017				False	0
012-102-554000 Contractual/consulting serv					ASSOCIATE MEMBERSHIP KATHY PAYNE				
04052017 Total:		39.00							
NASASP Total:		39.00							
NORTHWEST OCCUPATIONAL 021449 03212017	3/21/2017	720.00	0.00	04/07/2017				False	0
001-002-501000 Operating Materials & Supp					SCREENING ANTHONY BOSWELL				
03212017 Total:		720.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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	NORTHWEST OCCUPAT	720.00							
ONE CALL CONCEPTS, INC.									
021950									
7030493	3/31/2017	55.12	0.00	04/07/2017				False	0
017-017-554000 Contractual/Consult Serv.				46 TICKETS / 59					
7030493	3/31/2017	55.13	0.00	04/07/2017				False	0
018-018-554000 Contractual/Consulting Serv				46 TICKETS / 59					
7030493 Total:		110.25							
ONE CALL CONCEPTS,		110.25							
ORKIN									
ORKIN									
155587238	3/24/2017	87.72	0.00	04/07/2017				False	0
001-002-470000 Building Expense				PEST CONTROL					
155587238 Total:		87.72							
ORKIN Total:		87.72							
PETTY CASH- JAMIE EDWARDS									
018757									
03312017	3/31/2017	1.00	0.00	04/07/2017				False	0
012-106-473000 Miscellaneous				SHORT \$1 IN TIL A. MESSENGER					
03312017	3/31/2017	81.00	0.00	04/07/2017				False	0
001-104-494000 Recording fees				RECORD EASEMENT EMMERT					
03312017	3/31/2017	27.47	0.00	04/07/2017				False	0
001-005-554000 Contractual Services				OPEN HOUSE SNACKS COL VIEW EXPANSION					
03312017	3/31/2017	38.75	0.00	04/07/2017				False	0
012-107-457000 Office supplies				COFFEE EMPLOYEE AND MEETINGS					
03312017	3/31/2017	10.00	0.00	04/07/2017				False	0
012-107-457000 Office supplies				CLEAN UP DAY LUNCH					
03312017	3/31/2017	39.71	0.00	04/07/2017				False	0
012-102-473000 Miscellaneous				APRIL / MAY B-DAY CARDS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
03312017	3/31/2017	12.00	0.00	04/07/2017				False	0
001-000-354000 Misc Revenue				PUBLIC REC REFUND					
03312017 Total:		209.93							
PETTY CASH- JAMIE ED		209.93							
PHILLIPS, CYNTHIA									
025515									
04152017	4/5/2017	1,670.00	0.00	04/07/2017				False	0
001-103-554000 Contractual/consulting serv				MUNICIPAL COURT JUDGE 4/1-4/15					
04152017 Total:		1,670.00							
PHILLIPS, CYNTHIA Tot		1,670.00							
PRECISION ENGRAVING, INC.									
026004									
58135	3/18/2017	34.00	0.00	04/07/2017				False	0
001-002-501000 Operating Materials & Supp				MAIL BOX PLATES FOR DAVIS LUEDKE BOSWELL A					
58135 Total:		34.00							
PRECISION ENGRAVING		34.00							
ROBERTSON, ANGELIC									
02745									
03312017	3/31/2017	120.63	0.00	04/07/2017				False	0
001-000-354000 Misc Revenue				OVERPAYMENT TO COL AGENCY 98-1867					
03312017 Total:		120.63							
ROBERTSON, ANGELIC		120.63							
SAIF CORPORATION									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
028300									
04042017	4/4/2017	684.62	0.00	04/07/2017				False	0
001-002-417000 Workers comp					CLAIM E. EUSTICE 8402081H				
04042017 Total:		684.62							
SAIF CORPORATION To		684.62							
SANDERS MARINE SERVICES									
029625									
9526	3/28/2017	123.98	0.00	04/07/2017				False	0
018-019-501000 Operating Materials					CLAMPS FUEL LINE				
9526 Total:		123.98							
SANDERS MARINE SER		123.98							
SECURE PACIFIC CORPORATION									
001384									
118783	4/1/2017	52.50	0.00	04/07/2017				False	0
013-403-470000 Building					ALARM SYSTEM PW				
118783 Total:		52.50							
118784	4/1/2017	119.85	0.00	04/07/2017				False	0
001-004-470000 Building Expense					ALARM SYSTEM LIB				
118784 Total:		119.85							
118785	4/1/2017	98.70	0.00	04/07/2017				False	0
001-005-554000 Contractual Services					ALARM SYSTEM PARKS				
118785 Total:		98.70							
118786	4/1/2017	89.85	0.00	04/07/2017				False	0
001-002-470000 Building Expense					ALARM SYSTEM POLICE				
118786 Total:		89.85							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
118787	4/1/2017	44.85	0.00	04/07/2017				False	0
018-019-470000 Building Expense				ALARM SYSTEM WWTP					
118787	4/1/2017	44.85	0.00	04/07/2017				False	0
018-019-470000 Building Expense				ALARM SYSTEM WWTP					
118787 Total:		89.70	X						
118788	4/1/2017	149.70	0.00	04/07/2017				False	0
017-417-470000 Building expense				ALARM SYSTEM WFF					
118788 Total:		149.70	X						
SECURE PACIFIC CORP		600.30							
SELDEN, LAURIE									
030715									
04152017	4/6/2017	3,015.00	0.00	04/07/2017				False	0
001-103-554000 Contractual/consulting serv				4/1-4/15 CRIMINAL PROS. SERVICES					
04152017 Total:		3,015.00							
SELDEN, LAURIE Total:		3,015.00	X						
SHRED-IT USA, LLC									
SHRED-IT									
8122079023	3/31/2017	384.85	0.00	04/07/2017				False	0
012-102-554000 Contractual/consulting serv				CITY HALL SHRED / EXTRA FOR CITY CLEAN UP DA					
8122079023 Total:		384.85							
SHRED-IT USA, LLC Tot		384.85	X						
SOLUTIONS YES									
013581									
INV101156	4/3/2017	110.10	0.00	04/07/2017				False	0
012-107-502000 Equipment expense				CONTRACT C11379-01					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
INV101156 Total:		110.10							
INV101301	3/31/2017	875.00	0.00	04/07/2017				False	0
009-203-652312 Public Computers - software				LIBRARY NEW PRINTER S045958					
INV101301 Total:		875.00							
SOLUTIONS YES Total:		985.10							
SUNSET AUTO PARTS, INC.									
020815									
03312017	3/31/2017	73.85	0.00	04/07/2017				False	0
015-015-501000 Operating Materials & Supp				AUTO PARTS					
03312017	3/31/2017	28.69	0.00	04/07/2017				False	0
015-015-501000 Operating Materials & Supp				AUTO PARTS					
03312017	3/31/2017	19.27	0.00	04/07/2017				False	0
015-015-501000 Operating Materials & Supp				AUTO PARTS					
03312017	3/31/2017	83.78	0.00	04/07/2017				False	0
015-015-501000 Operating Materials & Supp				AUTO PARTS					
03312017	3/31/2017	11.63	0.00	04/07/2017				False	0
015-015-501000 Operating Materials & Supp				AUTO PARTS					
03312017 Total:		217.22							
SUNSET AUTO PARTS, I		217.22							
SWEET CAKES TO GO									
SWEETCAK									
000051	3/31/2017	375.00	0.00	04/07/2017				False	0
008-008-558103 Grant Expense				BRANDING WAYFINDING OPEN HOUSE CATERING					
000051 Total:		375.00							
SWEET CAKES TO GO T		375.00							

THE LIBRARY CORPORATION

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
018420									
2017060129	3/15/2017	200.00	0.00	04/07/2017				False	0
001-004-500000	Computer Maintenance				L S SOFTWARE LIC. SUPPORT JUL-JUN 2018				
	2017060129 Total:	200.00							
	THE LIBRARY CORPOR	200.00							
VERIZON WIRELESS									
000720									
9782456656	3/20/2017	1,512.77	0.00	04/07/2017				False	0
001-002-458000	Telephone Expense				271826771-00001				
	9782456656 Total:	1,512.77							
9782508569	3/20/2017	130.12	0.00	04/07/2017				False	0
013-402-458000	Telecommunication expense				871458396-0001				
9782508569	3/20/2017	87.84	0.00	04/07/2017				False	0
001-105-458000	Telephone expense				871458396-0001				
9782508569	3/20/2017	332.62	0.00	04/07/2017				False	0
013-403-458000	Telecommunication expense				871458396-0001				
9782508569	3/20/2017	173.07	0.00	04/07/2017				False	0
017-417-458000	Telephone expense				871458396-0001				
9782508569	3/20/2017	49.62	0.00	04/07/2017				False	0
018-019-458000	Telecommunication Expense				871458396-0001				
9782508569	3/20/2017	37.21	0.00	04/07/2017				False	0
018-020-458000	Telecommunication Expense				871458396-0001				
9782508569	3/20/2017	40.01	0.00	04/07/2017				False	0
017-017-458000	Telephone Expense				871458396-0001				
9782508569	3/20/2017	37.21	0.00	04/07/2017				False	0
018-022-458000	Telecommunication expense				871458396-0001				
	9782508569 Total:	887.70							
	VERIZON WIRELESS To	2,400.47							

VERNON, VICKI R.
034920

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
03282017	3/28/2017	408.00	0.00	04/07/2017				False	0
001-103-554000 Contractual/consulting serv				MICHAEL THOMPSON					
03282017 Total:		408.00	X						
04032017	4/3/2017	208.00	0.00	04/07/2017				False	0
001-103-554000 Contractual/consulting serv				FARA SORENSON					
04032017 Total:		208.00	X						
VERNON, VICKI R. Total		616.00							
WALSH, JOHN									
035390									
03222017	3/22/2017	417.39	0.00	04/07/2017				False	0
012-101-490000 Professional development				OCT 10- MAR 22 TRAVEL EXPENSE J. WALSH					
03222017 Total:		417.39							
WALSH, JOHN Total:		417.39	X						
WILCOX & FLEGEL									
037003									
C017239-IN	4/4/2017	725.40	0.00	04/07/2017				False	0
001-005-531000 Gasoline Expense				GAS PARKS					
C017239-IN Total:		725.40							
WILCOX & FLEGEL Tota		725.40	X						
Report Total:		51,249.43							

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Accounts Payable

To Be Paid Proof List

User: jenniferj
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 Batch: 00006.04.2017 - AP 4/14/17 FY 16-17

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
ACE HARDWARE									
000500									
1213	3/31/2017	33.35	0.00	04/14/2017				False	0
001-005-501000 Operating Materials & Supp				MATERIALS					
	1213 Total:	33.35							
1214	3/31/2017	78.49	0.00	04/14/2017				False	0
001-002-470000 Building Expense				MATERIALS POLICE ACCT 1214					
	1214 Total:	78.49							
	ACE HARDWARE Total:	111.84							
AIRGAS USA, LLC									
AIRGAS									
9061782991	3/27/2017	79.63	0.00	04/14/2017				False	0
017-017-501000 Operating Materials & Sup.				CO2					
	9061782991 Total:	79.63							
9944092435	3/31/2017	18.29	0.00	04/14/2017				False	0
017-017-501000 Operating Materials & Sup.				CO2					
	9944092435 Total:	18.29							
	AIRGAS USA, LLC Total:	97.92							

ALS GROUP USA, CORP

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
001328									
51-375762-0	2/22/2017	579.00	0.00	04/14/2017				False	0
018-019-472000 Lab Testing				TESTING					
51-375762-0	2/22/2017	579.00	0.00	04/14/2017				False	0
018-020-472000 Lab Testing				TESTING					
51-375762-0 Total:		1,158.00							
ALS GROUP USA, CORP		1,158.00							
AMANI CENTER									
007578									
04122017	4/12/2017	1,000.00	0.00	04/14/2017				False	0
001-000-207600 Enterprise Zone Pass Through				EXTENDED ENTERPRISE ZONE EXEMPTION RES 162					
04122017 Total:		1,000.00							
AMANI CENTER Total:		1,000.00							
BEAVER BARK, INC.									
002520									
175273	3/23/2017	569.00	0.00	04/14/2017				False	0
001-005-501000 Operating Materials & Supp				FRESH HEMLOCK					
175273 Total:		569.00							
BEAVER BARK, INC. Tot		569.00							
BEST WESTERN OAK MEADOWS INN									
003060									
2753	4/6/2017	25.00	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					
2753 Total:		25.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
BEST WESTERN OAK M		25.00							
BOBCAT OF PORTLAND									
003749									
2360188	4/4/2017	565.03	0.00	04/14/2017				False	0
015-015-501000 Operating Materials & Supp				TOOL NAIL POINT					
2360188 Total:		565.03							
<hr/>									
BOBCAT OF PORTLAND		565.03							
BROWN, GARY L.									
578936									
2754	4/6/2017	86.58	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					
2754 Total:		86.58							
<hr/>									
BROWN, GARY L. Total:		86.58							
CENTERLOGIC, INC.									
011595									
39509	4/4/2017	211.48	0.00	04/14/2017				False	0
012-101-500000 Information services				COMP MSP AGREEMENT					
39509	4/4/2017	370.09	0.00	04/14/2017				False	0
001-100-500000 Information services				COMP MSP AGREEMENT					
39509	4/4/2017	158.61	0.00	04/14/2017				False	0
001-103-500000 Information services				COMP MSP AGREEMENT					
39509	4/4/2017	52.87	0.00	04/14/2017				False	0
001-104-500000 Information services				COMP MSP AGREEMENT					
39509	4/4/2017	1,268.88	0.00	04/14/2017				False	0
001-002-500000 Computer System Maint.				COMP MSP AGREEMENT					
39509	4/4/2017	370.09	0.00	04/14/2017				False	0
001-004-500000 Computer Maintenance				COMP MSP AGREEMENT					
39509	4/4/2017	158.61	0.00	04/14/2017				False	0
001-105-500000 Information services				COMP MSP AGREEMENT					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
39509	4/4/2017	158.61	0.00	04/14/2017				False	0
015-015-500000 Computer System Maint.				COMP MSP AGREEMENT					
39509	4/4/2017	158.61	0.00	04/14/2017				False	0
012-102-500000 Information services				COMP MSP AGREEMENT					
39509	4/4/2017	422.96	0.00	04/14/2017				False	0
012-106-500000 Information services				COMP MSP AGREEMENT					
39509	4/4/2017	317.22	0.00	04/14/2017				False	0
013-402-500000 Information services				COMP MSP AGREEMENT					
39509	4/4/2017	1,268.88	0.00	04/14/2017				False	0
013-403-500000 Information services				COMP MSP AGREEMENT					
39509	4/4/2017	158.61	0.00	04/14/2017				False	0
017-417-501000 Operating materials and suppli				COMP MSP AGREEMENT					
39509	4/4/2017	211.48	0.00	04/14/2017				False	0
018-019-500000 Computer System Maint.				COMP MSP AGREEMENT					
39509 Total:		5,287.00							
39720	4/5/2017	9.75	0.00	04/14/2017				False	0
001-105-500000 Information services				SERVERS BACKUP					
39720	4/5/2017	9.75	0.00	04/14/2017				False	0
017-417-501000 Operating materials and suppli				SERVERS BACKUP					
39720	4/5/2017	3.25	0.00	04/14/2017				False	0
001-104-500000 Information services				SERVERS BACKUP					
39720	4/5/2017	78.00	0.00	04/14/2017				False	0
001-002-500000 Computer System Maint.				SERVERS BACKUP					
39720	4/5/2017	9.75	0.00	04/14/2017				False	0
001-103-500000 Information services				SERVERS BACKUP					
39720	4/5/2017	26.00	0.00	04/14/2017				False	0
012-106-500000 Information services				SERVERS BACKUP					
39720	4/5/2017	9.75	0.00	04/14/2017				False	0
012-102-500000 Information services				SERVERS BACKUP					
39720	4/5/2017	13.00	0.00	04/14/2017				False	0
018-019-500000 Computer System Maint.				SERVERS BACKUP					
39720	4/5/2017	19.50	0.00	04/14/2017				False	0
013-402-500000 Information services				SERVERS BACKUP					
39720	4/5/2017	9.75	0.00	04/14/2017				False	0
015-015-500000 Computer System Maint.				SERVERS BACKUP					
39720	4/5/2017	78.00	0.00	04/14/2017				False	0
013-403-500000 Information services				SERVERS BACKUP					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
39720	4/5/2017	22.75	0.00	04/14/2017				False	0
001-004-500000 Computer Maintenance				SERVERS BACKUP					
39720	4/5/2017	13.00	0.00	04/14/2017				False	0
012-101-500000 Information services				SERVERS BACKUP					
39720	4/5/2017	22.75	0.00	04/14/2017				False	0
001-100-500000 Information services				SERVERS BACKUP					
39720 Total:		325.00							
CENTERLOGIC, INC. To		5,612.00							
CINTAS CORPORATION-463									
006830									
463794232	2/6/2017	95.91	0.00	04/14/2017				False	0
001-002-470000 Building Expense				MATS					
463794232 Total:		95.91							
463815278	3/20/2017	95.91	0.00	04/14/2017				False	0
018-019-470000 Building Expense				MATS					
463815278 Total:		95.91							
463822371	4/3/2017	95.91	0.00	04/14/2017				False	0
018-020-470000 Building Expense				MATS					
463822371 Total:		95.91							
CINTAS CORPORATION		287.73							
COLUMBIA CO. TREASURER									
007701									
04062017	4/6/2017	494.00	0.00	04/14/2017				False	0
001-000-236000 County assessments				JAIL ASSESSMENT					
04062017	4/6/2017	469.00	0.00	04/14/2017				False	0
001-000-235000 State Assessments				COUNTY ASSESSMENT					
04062017	4/6/2017	-96.30	0.00	04/14/2017				False	0
001-000-341000 Fines				CITY COURT COSTS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
04062017	4/6/2017	369.20	0.00	04/14/2017				False	0
001-000-235000 State Assessments				COUNTY ASSESSMENT					
04062017	4/6/2017	-36.92	0.00	04/14/2017				False	0
001-000-341000 Fines				CITY COURT COSTS					
04062017 Total:		1,198.98							
COLUMBIA CO. TREASU		1,198.98							
COLUMBIA CO. WOMEN'S									
007702									
04122017	4/12/2017	1,000.00	0.00	04/14/2017				False	0
001-000-207600 Enterprise Zone Pass Through				EXTENDED ENTERPRISE ZONE EXEMPTION RES 162					
04122017 Total:		1,000.00							
COLUMBIA CO. WOMEN		1,000.00							
COLUMBIA COUNTY ECONOMIC TEAM, CCET									
007573									
04122017	4/12/2017	5,000.00	0.00	04/14/2017				False	0
001-000-207600 Enterprise Zone Pass Through				EXTENDED ENTERPRISE ZONE EXEMPTION RES 162					
04122017 Total:		5,000.00							
COLUMBIA COUNTY EC		5,000.00							
COLUMBIA COUNTY RIDER									
007766									
04122017	4/12/2017	1,500.00	0.00	04/14/2017				False	0
001-000-207600 Enterprise Zone Pass Through				EXTENDED ENTERPRISE ZONE EXEMPTION RES 162					
04122017 Total:		1,500.00							
COLUMBIA COUNTY RI		1,500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
COLUMBIA HUMANE SOCIETY									
008162									
04122017	4/12/2017	1,000.00	0.00	04/14/2017				False	0
001-000-207600 Enterprise Zone Pass Through				EXTENDED ENTERPRISE ZONE EXEMPTION RES 16					
04122017 Total:		1,000.00							
COLUMBIA HUMANE S		1,000.00							
COLUMBIA LEARNING CENTER									
008152									
04122017	4/12/2017	1,000.00	0.00	04/14/2017				False	0
001-000-207600 Enterprise Zone Pass Through				EXTENDED ENTERPRISE ZONE EXEMPTION RES 16					
04122017 Total:		1,000.00							
COLUMBIA LEARNING		1,000.00							
COLUMBIA PACIFIC FOOD BANK									
008275									
04122017	4/12/2017	1,500.00	0.00	04/14/2017				False	0
001-000-207600 Enterprise Zone Pass Through				EXTENDED ENTERPRISE ZONE EXEMPTION RES 16					
04122017 Total:		1,500.00							
COLUMBIA PACIFIC FO		1,500.00							
COLUMBIA RIVER FIRE & RESCUE									
029271									
04122017	4/12/2017	1,500.00	0.00	04/14/2017				False	0
001-000-207600 Enterprise Zone Pass Through				EXTENDED ENTERPRISE ZONE EXEMPTION RES 16					
04122017 Total:		1,500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
	COLUMBIA RIVER FIRE	1,500.00							
<hr/>									
COLUMBIA RIVER P.U.D. 008325									
2745	4/6/2017	125.00	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					
<hr/>									
2745 Total:		125.00							
<hr/>									
COLUMBIA RIVER P.U.D		125.00							
<hr/>									
COMCAST COMCAST									
04072017	4/7/2017	94.85	0.00	04/14/2017				False	0
013-403-458000 Telecommunication expense				9144					
<hr/>									
04072017 Total:		94.85							
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COMCAST Total:		94.85							
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CONSOLIDATED SUPPLY 009000									
S8135286.002	4/4/2017	573.00	0.00	04/14/2017				False	0
017-017-501000 Operating Materials & Sup.				MATERIALS					
<hr/>									
S8135286.002 Total:		573.00							
<hr/>									
S8146192.001	4/4/2017	428.49	0.00	04/14/2017				False	0
017-017-501000 Operating Materials & Sup.				MATERIALS					
<hr/>									
S8146192.001 Total:		428.49							
<hr/>									
S8156558.003	3/15/2017	161.54	0.00	04/14/2017				False	0
017-017-501000 Operating Materials & Sup.				MATERIALS					
<hr/>									
S8156558.003 Total:		161.54							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
S8171445.001	3/27/2017	772.08	0.00	04/14/2017				False	0
017-017-501000	Operating Materials & Sup.				MATERIALS				
S8171445.001 Total:		772.08							
S8172107.001	3/28/2017	43.18	0.00	04/14/2017				False	0
017-017-501000	Operating Materials & Sup.				MATERIALS				
S8172107.001 Total:		43.18							
CONSOLIDATED SUPPL		1,978.29							
COUNTRY MEDIA INC.									
006800									
271326	3/29/2017	273.96	0.00	04/14/2017				False	0
001-104-493000	Legal notices				ADVERTISING				
271326 Total:		273.96							
271394	3/29/2017	8.75	0.00	04/14/2017				False	0
012-102-526000	Advertisements				ADVERTISING				
271394 Total:		8.75							
COUNTRY MEDIA INC. T		282.71							
DOLLAR TREE STORES, INC.									
DOLLAR									
2749	4/6/2017	10.00	0.00	04/14/2017				False	0
001-000-237000	Restitution				RESTITUTION DISBURSEMENT				
2749 Total:		10.00							
2750	4/6/2017	13.05	0.00	04/14/2017				False	0
001-000-237000	Restitution				RESTITUTION DISBURSEMENT				
2750 Total:		13.05							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	DOLLAR TREE STORES	23.05							
E2C CORPORATION									
E2C									
4042	4/11/2017	2,850.00	0.00	04/14/2017				False	0
008-008-554000 Consulting/Contractual				APRIL 2017 CONTRACTORS COMPENSATIONS					
4042 Total:		2,850.00							
E2C CORPORATION Total:		2,850.00							
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
32249	3/28/2017	116.09	0.00	04/14/2017				False	0
017-017-501000 Operating Materials & Sup.				ROCK- 6TH ST WATER					
32249 Total:		116.09							
EAGLE STAR ROCK PRO		116.09							
FLEETPRIDE, INC.									
012244									
82719286	2/2/2017	40.74	0.00	04/14/2017				False	0
015-015-501000 Operating Materials & Supp				QR- LINE QUICK					
82719286 Total:		40.74							
FLEETPRIDE, INC. Total:		40.74							
GATRTMAN, BEN									
01309									
2755	4/6/2017	150.00	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
2755 Total:		150.00							
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GATRTMAN, BEN Total:		150.00							
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GENERAL EQUIPMENT COMPANY									
013285									
61867	3/31/2017	96.53	0.00	04/14/2017				False	0
015-015-501000 Operating Materials & Supp				SPINNER BLADES					
<hr/>									
61867 Total:		96.53							
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GENERAL EQUIPMENT		96.53							
<hr/>									
GRIU, VNIAMIN									
GRI									
2737	4/6/2017	119.90	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					
<hr/>									
2737 Total:		119.90							
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GRIU, VNIAMIN Total:		119.90							
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HUDSON GARBAGE SERVICE									
015875									
9248879	4/1/2017	52.13	0.00	04/14/2017				False	0
001-004-459000 Utilities				1554					
<hr/>									
9248879 Total:		52.13							
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9248998	4/1/2017	109.63	0.00	04/14/2017				False	0
018-019-459000 Utilites				8333					
9248998	4/1/2017	109.63	0.00	04/14/2017				False	0
018-020-459000 Utilities				8333					
<hr/>									
9248998 Total:		219.26							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
9249148	4/1/2017	90.98	0.00	04/14/2017				False	0
012-107-459000 Utilitites				7539					
9249148 Total:		90.98							
9249149	4/1/2017	83.76	0.00	04/14/2017				False	0
001-002-459000 Utilities				7547					
9249149 Total:		83.76							
9249150	4/1/2017	93.31	0.00	04/14/2017				False	0
013-403-459000 Utilities				7555					
9249150 Total:		93.31							
9249151	4/1/2017	402.94	0.00	04/14/2017				False	0
001-005-459000 Utilities				7598					
9249151 Total:		402.94							
9249152	4/1/2017	309.10	0.00	04/14/2017				False	0
001-110-459000 Utilities				7601					
9249152 Total:		309.10							
9249153	4/1/2017	156.48	0.00	04/14/2017				False	0
001-005-459000 Utilities				7636					
9249153 Total:		156.48							
HUDSON GARBAGE SER		1,407.96							
INGRAM LIBRARY SERVICES, INC.									
016240									
97942258	4/3/2017	26.58	0.00	04/14/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97942258 Total:		26.58							
97966925	4/4/2017	33.50	0.00	04/14/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
97966925 Total:		33.50							
97966926	4/4/2017	9.83	0.00	04/14/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97966926 Total:		9.83							
97966927	4/4/2017	580.67	0.00	04/14/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97966927 Total:		580.67							
97966928	4/4/2017	365.82	0.00	04/14/2017				False	0
001-004-483000 Audio Materials				AUDIO BOOKS 20C7921					
97966928 Total:		365.82							
97966929	4/4/2017	12.54	0.00	04/14/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
97966929 Total:		12.54							
INGRAM LIBRARY SERV		1,028.94							
LANDRETH, KENNY L.									
LANDRE.K									
2742	4/6/2017	250.00	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT ASHLEY GRAY					
2742 Total:		250.00							
LANDRETH, KENNY L. T		250.00							
NORTHERN SAFETY CO., INC.									
021152									
902348814	3/21/2017	44.28	0.00	04/14/2017				False	0
013-403-501000 Operating materials/supplies				MATERIALS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	902348814 Total:	44.28							
902350840	3/22/2017	64.44	0.00	04/14/2017				False	0
013-403-501000 Operating materials/supplies				MATERIALS					
902350840 Total:		64.44							
NORTHERN SAFETY CO		108.72							
NORTHWEST ATTC									
021444									
04102017	4/10/2017	75.00	0.00	04/14/2017				False	0
001-002-490000 Police Training/Supplies				JOE HOGUE OPIOID SUMMIT					
04102017 Total:		75.00							
NORTHWEST ATTC Tota		75.00							
ODOT HIGHWAY BUDGET-CAO COORDINATOR MS#22									
ODOT.H.B									
2748	4/6/2017	100.00	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					
2748 Total:		100.00							
ODOT HIGHWAY BUDGE		100.00							
OREGON DEPARTMENT OF STATE LANDS									
023199									
18183	4/3/2017	394.65	0.00	04/14/2017				False	0
011-011-475000 Lease expense				WATERWAY LEASE FEE 6/1-5/31/18					
18183 Total:		394.65							
18184	4/3/2017	868.88	0.00	04/14/2017				False	0
011-011-475000 Lease expense				WATERWAY LEASE FEE 6/1-5/31/18					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
18184 Total:		868.88							
OREGON DEPARTMENT		1,263.53							
OREGON DEPT. OF REVENUE									
023202									
04062017	4/6/2017	1,738.86	0.00	04/14/2017				False	0
001-000-235000 State Assessments				STATE					
04062017	4/6/2017	565.00	0.00	04/14/2017				False	0
001-000-235000 State Assessments				STATE DUII DIVERSION					
04062017	4/6/2017	552.53	0.00	04/14/2017				False	0
001-000-235000 State Assessments				UNITARY					
04062017	4/6/2017	56.00	0.00	04/14/2017				False	0
001-000-235000 State Assessments				STATE COURT FACILITY					
04062017	4/6/2017	44.00	0.00	04/14/2017				False	0
001-000-235000 State Assessments				LEMLA					
04062017	4/6/2017	1,498.00	0.00	04/14/2017				False	0
001-000-235000 State Assessments				STATE					
04062017	4/6/2017	625.00	0.00	04/14/2017				False	0
001-000-235000 State Assessments				STATE DUII DIVERSION					
04062017	4/6/2017	55.00	0.00	04/14/2017				False	0
001-000-235000 State Assessments				UNITARY					
04062017 Total:		5,134.39							
OREGON DEPT. OF REV		5,134.39							
OREGON DMV									
023150									
61018-033117	3/31/2017	3.00	0.00	04/14/2017				False	0
001-103-473000 Miscellaneous				61018 CERT COURT PRINT					
61018-033117 Total:		3.00							
OREGON DMV Total:		3.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
PAULSON PRINTING									
025300									
11790	3/31/2017	22.50	0.00	04/14/2017				False	0
013-403-457000	Office supplies			STAMP SHEPPEARD					
	11790 Total:	22.50							
D11017	3/31/2017	55.00	0.00	04/14/2017				False	0
013-403-457000	Office supplies			BUS CARDS FOR SHEPPEARD - 500					
	D11017 Total:	55.00							
D11042	3/31/2017	39.67	0.00	04/14/2017				False	0
018-019-501000	Operating Materials			BOD FORMS / TSS FORMS/ SEPTIC FORMS					
D11042	3/31/2017	39.68	0.00	04/14/2017				False	0
018-020-501000	Operating Materials & Supplies			BOD FORMS / TSS FORMS/ SEPTIC FORMS					
	D11042 Total:	79.35							
	PAULSON PRINTING To	156.85							
<hr/>									
PAYNE, KATHY									
025401									
04072017	4/7/2017	165.54	0.00	04/14/2017				False	0
012-102-490000	Professional development			OAMR ATHENIAN LEAD MID YEAR ACAD. K. PAYNE					
	04072017 Total:	165.54							
	PAYNE, KATHY Total:	165.54							
<hr/>									
PEACEHEALTH MEDICAL GROUP OCC.HEALTH									
025390									
03-066783	4/3/2017	120.00	0.00	04/14/2017				False	0
013-403-490000	Professional development			SCOTT HARRINGTON					
	03-066783 Total:	120.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
	PEACEHEALTH MEDICA	120.00							
<hr/>									
PERMA-BOUND 025410									
1724272-00	3/31/2017	264.65	0.00	04/14/2017				False	0
001-004-511000 Printed Materials				BOOKS					
1724272-00 Total:		264.65							
PERMA-BOUND Total:		264.65							
<hr/>									
PORT OF ST. HELENS 025620									
2758	4/6/2017	485.00	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					
2758 Total:		485.00							
PORT OF ST. HELENS To		485.00							
<hr/>									
PORTLAND GENERAL ELECTRIC 025702									
04112017	4/11/2017	42.94	0.00	04/14/2017				False	0
011-011-453000 Street Lighting				9724					
04112017 Total:		42.94							
PORTLAND GENERAL E		42.94							
<hr/>									
RICOH USA, INC. 027294									
98589897	4/4/2017	209.89	0.00	04/14/2017				False	0
001-002-470000 Building Expense				1496666-3356313					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
98589897 Total:		209.89							
RICOH USA, INC. Total:		209.89							
RIVERSIDE TRAINING CENTER, INC 027450									
2747	4/6/2017	300.00	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					
2747 Total:		300.00							
RIVERSIDE TRAINING C		300.00							
RUBENS LAWN SERVICE, JENNIFER MEABE 028033									
0000903	3/24/2017	125.00	0.00	04/14/2017				False	0
001-002-470000 Building Expense				LAWN SERVICE POLICE 3/93/23 / BARK DUST					
0000903 Total:		125.00							
RUBENS LAWN SERVIC		125.00							
SAFEWAY SAFEWAY									
2738	4/6/2017	87.50	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					
2738 Total:		87.50							
2739	4/6/2017	1.49	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					
2739 Total:		1.49							
2740	4/6/2017	7.10	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
2740 Total:		7.10							
2746	4/6/2017	184.29	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					
2746 Total:		184.29							
2751	4/6/2017	25.00	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					
2751 Total:		25.00							
2752	4/6/2017	44.38	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					
2752 Total:		44.38							
2756	4/6/2017	25.00	0.00	04/14/2017				False	0
001-000-237000 Restitution				RESTITUTION DISBURSEMENT					
2756 Total:		25.00							
SAFEWAY Total:		374.76							
SCAPPOOSE SCHOOL DISTRICT									
030060									
04122017	4/12/2017	1,500.00	0.00	04/14/2017				False	0
001-000-207600 Enterprise Zone Pass Through				EXTENDED ENTERPRISE ZONE EXEMPTION RES 16					
04122017 Total:		1,500.00							
SCAPPOOSE SCHOOL D		1,500.00							
SCHOLL, LISA									
L.SCHOLL									
04072017	4/7/2017	154.28	0.00	04/14/2017				False	0
012-102-490000 Professional development				OAMR MID YEAR CONF L. SCHOLL					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
	04072017 Total:	154.28							
	SCHOLL, LISA Total:	154.28							
<hr/>									
SHEDCO									
SHEDCO									
04132017	4/13/2017	2,000.00	0.00	04/14/2017				False	0
001-000-207600 Enterprise Zone Pass Through				ENTERPRISE ZONE EXEMP AGREEMENT RES 1636					
	04132017 Total:	2,000.00							
	SHEDCO Total:	2,000.00							
<hr/>									
SHRED-IT USA, LLC									
SHRED-IT									
8122082941	3/31/2017	134.39	0.00	04/14/2017				False	0
001-002-470000 Building Expense				POLICE SHRED 13664225					
	8122082941 Total:	134.39							
	SHRED-IT USA, LLC Tot	134.39							
<hr/>									
SOUTH COLUMBIA COUNTY									
028700									
04122017	4/12/2017	2,000.00	0.00	04/14/2017				False	0
001-000-207600 Enterprise Zone Pass Through				EXTENDED ENTERPRISE ZONE EXEMPTION RES 1636					
	04122017 Total:	2,000.00							
	SOUTH COLUMBIA COU	2,000.00							
<hr/>									
ST. HELENS COMMUNITY FOUNDATION									
SHCF									
04122017	4/12/2017	1,000.00	0.00	04/14/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
001-000-207600 Enterprise Zone Pass Through					EXTENDED ENTERPRISE ZONE EXEMPTION RES 16				
04122017 Total:		1,000.00							
ST. HELENS COMMUNI		1,000.00							
ST. HELENS COMPUTER CENTER 028496									
3596	3/31/2017	143.80	0.00	04/14/2017				False	0
018-019-501000 Operating Materials					HP 61 BLACK INKJECT				
3596	3/31/2017	143.80	0.00	04/14/2017				False	0
018-020-501000 Operating Materials & Supplies					HP 61 BLACK INKJECT				
3596 Total:		287.60							
ST. HELENS COMPUTER		287.60							
ST. HELENS MARKET FRESH IGA 029225									
2743	4/6/2017	10.56	0.00	04/14/2017				False	0
001-000-237000 Restitution					RESTITUTION DISBURSEMENT DANA MACE				
2743 Total:		10.56							
ST. HELENS MARKET F		10.56							
ST. HELENS SCHOOL DISTRICT 028955									
04122017	4/12/2017	1,500.00	0.00	04/14/2017				False	0
001-000-207600 Enterprise Zone Pass Through					EXTENDED ENTERPRISE ZONE EXEMPTION RES 16				
04122017 Total:		1,500.00							
ST. HELENS SCHOOL DI		1,500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
ST. HELENS SENIOR CENTER									
029275									
04122017	4/12/2017	1,000.00	0.00	04/14/2017				False	0
001-000-207600	Enterprise Zone Pass Through			EXTENDED ENTERPRISE ZONE EXEMPTION RES 16					
	04122017 Total:	1,000.00							
2757	4/6/2017	50.00	0.00	04/14/2017				False	0
001-000-237000	Restitution			RESTITUTION DISBURSEMENT MISTY PETERSON					
	2757 Total:	50.00							
	ST. HELENS SENIOR CE	1,050.00							
SUBWAY									
SUBWAY									
2744	4/6/2017	100.00	0.00	04/14/2017				False	0
001-000-237000	Restitution			RESTITUTION DISBURSEMENT					
	2744 Total:	100.00							
	SUBWAY Total:	100.00							
SUNSET EQUIPMENT CO.									
032700									
42772	4/7/2017	21.84	0.00	04/14/2017				False	0
013-403-457000	Office supplies			LOW SMOKE 2.6					
	42772 Total:	21.84							
	SUNSET EQUIPMENT C	21.84							
SUPRY, AMANDA									
SUPRY.A									
2741	4/6/2017	100.00	0.00	04/14/2017				False	0
001-000-237000	Restitution			RESTITUTION DISBURSEMENT					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
2741 Total:		100.00							
<hr/>									
SUPRY, AMANDA Total:		100.00							
<hr/>									
TCMS, TEMP CONTROL MECHANICAL SERVICE CORP									
033013									
016065	4/4/2017	1,857.75	0.00	04/14/2017				False	0
001-004-470000 Building Expense				G10115 4/1-6/30					
016065	4/4/2017	1,207.50	0.00	04/14/2017				False	0
009-202-470000 Building expense				G10115 4/1-6/30					
<hr/>									
016065 Total:		3,065.25							
016066	4/4/2017	214.75	0.00	04/14/2017				False	0
013-403-470000 Building				C10245 4/1-6/30					
<hr/>									
016066 Total:		214.75							
<hr/>									
TCMS, TEMP CONTROL		3,280.00							
<hr/>									
TVW INC									
033827									
0028664-IN	3/31/2017	1,354.31	0.00	04/14/2017				False	0
012-107-554000 Contractual/consulting serv				JANITORIAL SERVICE CITY HALL					
<hr/>									
0028664-IN Total:		1,354.31							
0028665-IN	3/31/2017	1,318.70	0.00	04/14/2017				False	0
001-004-508000 Janitorial Services				JANITORIAL SERVICE COL CENTER					
<hr/>									
0028665-IN Total:		1,318.70							
0028666-IN	3/31/2017	475.14	0.00	04/14/2017				False	0
001-002-508000 Janitorial Services				JANITORIAL SERVICE POLICE					
<hr/>									
0028666-IN Total:		475.14							
0028667-IN	3/31/2017	163.96	0.00	04/14/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
018-019-470000 Building Expense					JANITORIAL SERVICE WWTP				
0028667-IN	3/31/2017	163.97	0.00	04/14/2017				False	0
018-020-470000 Building Expense					JANITORIAL SERVICE WWTP				
0028667-IN Total:		327.93							
TVW INC Total:		3,476.08							
VERIZON WIRELESS									
000720									
9783006468	4/1/2017	167.76	0.00	04/14/2017				False	0
017-017-459000 Utilities					242060134-00001				
9783006468 Total:		167.76							
VERIZON WIRELESS To		167.76							
Report Total:		57,487.92							



City of St. Helens

Job Title: Associate Planner
Department: Community Development
FLSA Status: Non-Exempt
Union: Yes
Date Created: April 19, 2017

GENERAL PURPOSE

Performs a variety of routine and complex administrative, technical and professional work in the current and long range planning programs of the city related to the development and implementation of land use and related municipal plans and policies. Assists with economic development programs and activities.

SUPERVISION RECIEVED

Works under the direct supervision and oversight of the City Planner, including day-to-day work assignments/tasks. Also works under the general guidance and direction of the Community Development Director.

SUPERVISION EXERCISED

This position has no supervisory responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Develops short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.
- Provides professional planning and land use advice to supervisors and other officials; makes private and public presentations to supervisors, boards, commissions, civic groups and the general public.
- Communicates official plans, policies and procedures to staff and the general public.
- Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
- Prepares a variety of studies, reports and related information for decision-making purposes.
- Assists in the development and implementation of growth management, land use, economic development, utility, housing, transportation, park and open space, facilities, solid waste or other plans and codes to meet the City's needs and any intergovernmental agreements or requirements.
- Evaluates land use proposals for conformity to established plans and ordinances; evaluates land use proposals to ensure compliance with applicable City, State and Federal laws; evaluates proposals' development impact as they relate to the adopted plans of the City; and make recommendations.
- Approves shoreline development permits, sign permits, subdivision plats, boundary line adjustments, and land development proposals within scope of authority and responsibility.

- Maintains accurate and complete records of department activities and of records relating to licenses, permits, maps, blueprints, overlay, and sketches pertinent to urban planning and development programs and projects.
- Provides support to the Planning Commission and Historic Landmarks Commission as needed and assigned.
- Evaluates environmental information and recommends mitigation measures to reduce adverse impacts of development.
- Serves when needed as a member of a planning task force composed of City, County or State groups.
- Prepares and writes grant application components relating to geographies, maps, plats, site plans, etc.
- Assists with or directly manages projects and grants related to land use planning and/or community development.
- Develops and maintains a database of information for planning purposes.
- Responds to local citizens inquiring about City planning and zoning regulations and ordinances; resolves complex disputes between planners and applicants, as required.
- Serves as a member of various staff committees as assigned.
- Attends professional development workshops and conferences to keep abreast of trends and developments in the field of municipal planning.
- Performs other related duties as assigned.

PERIPHERAL DUTIES

- Assists City staff in the enforcement of local ordinances and in interpreting City codes and master plans.
- Assists in designs for parks, streetscapes, landscapes and other municipal projects.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- a. Graduation from an accredited four-year college or university with a degree in land use planning, urban planning, landscape architecture or a closely related field; and
- b. Four years of progressively responsible professional experience in City, County or Regional planning work, including grant application and management; or
- c. Any equivalent combination of education and experience, with additional education substituting on a year-for-year basis for the required experience.

Necessary Knowledge, Skills and Abilities:

- a. Thorough knowledge of applicable zoning laws and comprehensive plans including their formation, process of adoption, and enforcement; extensive knowledge of planning programs and processes; working knowledge of personal computers and GIS applications.
- b. Skill in the area of drafting and designing; skill in the operation of the listed tools and equipment.
- c. Ability to communicate effectively orally and in writing with architects, contractors, developers, owners, supervisors, employees, and the general public; ability to establish effective working relationships.

SPECIAL REQUIREMENTS:

Valid State Driver's License, or ability to obtain one.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing; motor vehicle; calculator; phone; copy and fax machine; tape measure.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to talk or hear; sit; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is regularly required to stand or walk. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

The employee must occasionally lift and/or move up to 10 pounds.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use development and construction sites. While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, or airborne particles.

The noise level in the work environment is usually quiet in the office, and moderate in the field.

EMPLOYEE ACKNOWLEDGEMENT

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the Associate Planner job description. I understand that it is my responsibility to adhere to the guidelines of the expectations, hours of work and essential duties outlined within this job description.

Employee Signature: _____

Date: _____

Print Name: _____

Manager Signature: _____

Date: _____

City of St. Helens
Consent Agenda for Approval

OLCC LICENSES

The following businesses submitted a processing fee to the City for a Liquor License:

2017 RENEWALS

<u>Business Name</u>	<u>Applicant Name</u>	<u>Location</u>	<u>Purpose</u>
• Columbia County Brewing	Columbia County Brewing LLC	164 & 170 S. 15 th Street	Renewal
• Elks Lodge #1999 St. Helens	Elks Lodge #1999 St. Helens	350 Belton Road	Renewal
• Wild Currant	Currant LLC	201 S. 1 st Street	Renewal

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 19th day of April, 2017 are the following Council minutes:

2017

- Work Session, Public Hearing and Regular Session Minutes dated March 15, 2017

After Approval of Council Minutes:

- ☐ Scan as PDF Searchable
- ☐ Make one double-sided, hole-punched copy and send to Library Reference
- ☐ Minutes related to hearings and deliberations get copied to working file
- ☐ Save PDF in Minutes folder
- ☐ Update file name of Word document
- ☐ Copy Word document into Council minutes folder on Administration drive
- ☐ Post PDFs to website
- ☐ Email minutes to distribution list
- ☐ Add minutes to HP Trim
- ☐ File Original in Vault

City of St. Helens

CITY COUNCIL

Work Session Minutes

March 15, 2017

Members Present: Rick Scholl, Mayor
Doug Morten, Council President
Keith Locke, Councilor
Susan Conn, Councilor
Ginny Carlson, Councilor

Staff Present: John Walsh, City Administrator
Matt Brown, Finance Director
Kathy Payne, City Recorder
Margaret Jeffries, Library Director
Terry Moss, Police Chief
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director
Jacob Graichen, City Planner
Jasmine Jordan, Mainstreet Program Coordinator
Jenny Dimsho, Assistant Planner
Bob Johnston, Building Official

Others: Al Petersen Steve Topaz Nicole Thill
Cody Mann Natasha Parvey Lorelei Juntunen
Nick, ECONorthwest Linda Demaray Audrey Webster
Mark Kreutzer Jennifer Purcell

Mayor Rick Scholl called the meeting to order at 1:00 p.m.

Visitor Comments

♦ Al Petersen. He is here today to give a brief summary of the Planning Commission's discussion last night. They recommended to move forward with the Waterfront Development Plan code amendments. Much of the discussion centered on a couple of items.

- 1) Landscaping.
- 2) Building height. There was testimony in favor of and opposed to height restrictions. The concerned was that high-rises would be placed on the entire property. Obviously, that's not very practical. The Building Code specifically defines high-rises as buildings taller than 75 foot. The Planning Commission agreed to limit buildings to 75 feet. He went on to talk about the Planning Commission's discussion about building height restrictions and ratio to floor area.

Speaking for himself, he thinks the height issue comes up often because of the scenic view ordinance. It allows only a few specific properties to protest against new construction restricting their view. In his opinion, the only reason it is still in the Code is that no one has challenged it. He believes it's unconstitutional. He thinks it should be removed from the Code.

Council President Morten supports the floor area ratios. If a corridor of buildings that are 25-30 feet tall are built along the waterfront, you wouldn't be able to see the water at all. But if they

varied in height, there would be spatial corridors to see through. He asked the Council to direct staff to investigate floor area ratios. Now is the time to do homework.

Mayor Scholl asked City Planner Graichen to bring back the section of the Code that refers to scenic views to the next Council work session.

♦Steve Topaz. Following up on Al's presentation, there was a developer from Hillsboro at last night's Planning Commission meeting discussing the waterfront. He pointed out that St. Helens has some negatively impacting codes that need to be changed. It's time to get real smart. Not getting rid of some of these things is a bad move.

♦Jasmine Jordan, Main Street Coordinator. She wants the Council to be aware of a grant that she is applying for through SHEDCO. It is called the Oregon Main Street Revitalization Grant. They held an application process and selected El Tapatio Restaurant. They have repairs that need to be made after their roof caved in and also want to expand the building to attract more people. They will find out May 7 if they received the grant.

Urban Renewal Briefing from ECONorthwest

Lorelei and Nick from ECONorthwest were in attendance to give their report. They reviewed a PowerPoint presentation, which is included in the archive meeting packet.

Urban Renewal Plan Purpose:

- Assist with the implementation of adopted plans, policies and codes.

Urban Renewal Plan Goals:

- Ensure that stakeholders are involved in plan implementation by providing accurate, timely information, and encouraging public input and involvement.
- Provide adequate infrastructure and public amenities to support new development.
- Increase the safety and capacity of existing transportation corridors.
- Improvement public access to the Columbia River through investments in waterfront open space and paths.
- Invest in the revitalization of Houlton and Downtown business districts.

Nick explained that Urban Renewal is not an increase in property tax rates. When the Urban Renewal area is created, they look at the assessed value within those boundaries and freeze the tax base. After that, any increase to property taxes within that area goes to the Urban Renewal fund. That growth helps to fund development. He explained the funding process further.

Council President Morten asked what safeguards are imposed to prevent them from past urban renewal disasters. Nick explained that urban renewal has been in Oregon since the late 1970s. Up until 1999, urban renewal areas did not have to have a maximum indebtedness. They could continue to spend as much as they wanted and for as long as they wanted. They turned into slush funds. Condemnation use to be common as well. It's no longer allowed for other private property owners. As part of the process, the City is required to consult and confer with all of the affected taxing districts.

Mayor Scholl is concerned about the project timeline. Nick explained that the plan can be amended to reflect the priorities of Council.

Chief Moss asked what happens to the general fund if growth does not occur in the first couple years. Lorelei thinks that's a great question for the Council to consider. From an urban renewal prospective, it would just take longer to fund the projects. By having those dollars to invest

against, it allows revenue to occur. Without an urban renewal funding source available, you might see nothing happen and then your tax base would truly be impacted. Nick added that there will be slower growth in the general fund for the duration of the urban renewal area than if you didn't have urban renewal. At the least, you will not be receiving the base line appreciation of property values in the area. However, it will create revenue that would not have existed without the urban renewal district. He gave examples of other districts.

Potential City Ownership of Hanna Place Subdivision's Wetland Protection Area

City Planner Graichen reviewed the memo and maps included in the archive meeting packet. The wetland protection area is only a 10 foot section. It would be overkill to have a homeowners association be responsible for it. The City owns the property adjacent to it, so it makes sense for the City to take ownership of it, as done in the past.

Council concurred with taking ownership of the property.

Graichen asked the Council if he could talk about floor area ratio for the waterfront plan. Council concurred. Graichen was told that the plan needs to be adopted prior to urban renewal that way the Planning Commission could say that the urban renewal plan is consistent with our plans. They had a very tight schedule but was thrown off because of the snow. Unfortunately, it was delayed a month. Their Planning Commission meeting is June 13. The Council will review it at their next meeting. He has academic experience with floor area ratio. It's something they can explore but they're limited on time.

Council President Morten wants to make sure that there is open space along the waterfront. He would like staff to review the plan further to ensure that not all the buildings in a row will be the same height, and also not be several stories high along the waterfront.

Al Petersen looked at view ordinances for three other cities. Developers have to consider those during the design phase. Most view corridors are based on public property views and not private. The framework plan was developed to only benefit public views. He personally thinks it's ridiculous that people think the plan should benefit them privately.

Update from Building Official (IGA with Columbia City & Nuisance Abatement)

Building Official Johnston was in attendance to update the Council regarding an intergovernmental agreement with Columbia City, an upcoming reciprocal agreement with Columbia County for electrical services and inspection services, and a personal services agreement for a contractor to take care of the nuisance abatement properties. No concerns from Council.

Review Quote from Azimuth for Council Chambers Audio/Visual Equipment

Finance Director Brown reviewed the quote from Azimuth, a copy of which is included in the archive meeting packet. The quote is approximately \$50,000. There is about \$30,000 available in PEG funds and he has already put money into an IT fund to help cover it. Council concurred.

Review New Utility, Banking & Court Specialist Job Description

Finance Director Brown reviewed the new job description, a copy of which is included in the archive meeting packet. No concerns from Council.

Review Quote from St. Helens Auto Center for Purchase of New Vehicle

Finance Director Brown reviewed the quote, a copy of which is included in the archive meeting packet. It was less than the state procurement bid. No concerns from Council.

Review Wastewater Treatment Plant Operator III/Pretreatment Coordinator Job

Description

Public Works Engineering Director Nelson reviewed the job description, a copy of which is included in the archive meeting packet. No concerns from Council.

Review Revenue/Expense Opportunities

Finance Director Brown reviewed his report, a copy of which is included in the archive meeting packet.

- Review Current Fee Schedules in all Departments
 - Looking for direction from Council. Consensus of Council to proceed.
- Intergovernmental Services
 - Building Department
 - Already re-doing the contract with Columbia City.
 - City of Scappoose will not be using our services.
 - Need to determine a fair reciprocal rate with Columbia County for services they provide us and we provide them.
 - Court
- Court Department Services
 - If they decide to reduce or eliminate services, it will take nine to 12 months to transition, so he is budgeting everything as status quo.
 - Councilor Conn asked Brown to include the elimination of Court in the spreadsheet to compare all costs.
 - Councilor Conn questioned why we are a Court of Record. Chief Moss explained that a couple court cases were appealed to Circuit Court several years ago when we had a different attorney. At the time, we were not a Court of Record and there was no official recording or transcript. The City Attorney was challenged in Circuit Court about what was or was not said in court. That initiated the charge to become a Court of Record and limit future challenges.
 - Brown asked the Council to consider waiting a year to give him time to meet with City and County court staff to investigate the effects.
 - The County is facing deficit. That could impact how timely cases would be reviewed.
- Franchise Fees (5% to 7%)
 - He and Walsh recently discovered a law that does not allow the increase of public utilities. Columbia River PUD will remain at 5%.
 - They will continue to research it for private utilities.
- Building Department FTE
 - There is currently a .5 FTE position that is unfunded. Does the Council want to use reserves to fund that position in anticipation of future growth or wait to see what happens? Concurrence of Council to leave the .5 FTE position in the budget.
 - Mayor Scholl has heard from builders that it's becoming more of a challenge to build in St. Helens than Scappoose. It's taking a lot longer to get permits than it used to. Councilor Carlson agreed. She often hears that we are not business friendly. How are we helping builders? Walsh pointed out that the Building Official has been spending a lot of time on Code Enforcement. Sometimes there is a time gap of time when more information is needed for building permits. Mayor Scholl emphasized the need to become more business friendly. He suggested we look at restructuring.
- Administrative Fee on Motel/Hotel Tax and Possibly a Change in Direction
 - Public Works time alone takes up the majority of this revenue.
 - He recommends adding a 10% administration fee, which would be an additional \$10,000 - \$15,000. The fees have not increased since it was adopted in the 1980s.

- Construction Excise Tax
 - Council can consider a 1% excise tax.
- Sidewalks and Development
 - Graichen reviewed this with the Budget Committee at their meeting. They want to make sure Council knows they are moving forward with it.

Review 2017 Council Mission & Goals

City Administrator Walsh reviewed the draft mission and goals. A copy is included in the archive meeting packet. There were no concerns from Council.

Department Reports

Police Chief Moss reported...

- The new code enforcement officer begins on April 3.
- The new police officer is hoping to be on board in mid-April.
- The Nalaxone program is now in effect. In the event of a drug overdose, officers can administer it.

Public Works Engineering Director Nelson reported...

- Nothing to report.

Public Works Operations Director Sheppard reported...

- *Left the meeting earlier.*

Library Director Jeffries reported...

- An Oregon Humanities Conversation Project focused on disabilities awareness will be held on Thursday at 7 p.m.
- Tonight's agenda includes a list of surplus items.
- The Library's Strategic Plan was distributed to stakeholders who participated in the Library retreat and focus group.

Finance Director Brown reported...

- Reviewed Council meeting minutes since 2013 to find more information about the utility billing assistance program. There was discussion about the program but no money has been set aside. He would like to begin discussing the program again and how much should be sent to Community Action Team (CAT). Different option he proposes:
 - 1-2% of utility billing revenue, which is about \$3,000 – 6,000.
 - 1-5% of late fee revenue, that would be about \$5,000 at a 5% rate.

Councilor Carlson suggested Brown check with Columbia River PUD and NW Natural Gas to see how their programs work. Brown will do more research and report back to Council.

City Recorder Payne reported...

- An appointment to the Columbia Learning Center needs to be made. No volunteers.
- An appointment to the Executive Risk Management Team also needs to be made. Councilor Locke volunteered.
- Requested to close City Hall on March 22 for a clean-up day. Council concurred.
- Tonight's agenda includes:
 - Personal Services Agreement for the Nuisance Abatement clean-up.
 - Surplus of IT equipment that will be disposed of after the City Hall clean-up day.

City Administrator Walsh reported...

- Postponed until tonight's meeting.

Council Reports

Reports were postponed until tonight's meeting.

Executive Session

ORS 192.660(2)(e) Real Property Transactions

Motion: At 3:55 p.m., upon Morten's motion and Carlson's second, the Council unanimously voted to move into executive session under ORS 192.660(2)(e) Real Property Transactions.

Motion: At 5:38 p.m., upon completion of the executive session, Morten moved to go back into work session, seconded by Carlson, and unanimously approved.

Other Business

None



There being no further business, the meeting was adjourned at 5:39 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens CITY COUNCIL

Public Hearing Minutes

March 15, 2017

Members Present: Rick Scholl, Mayor (arriving at 6:44 p.m.)
Doug Morten, Council President
Keith Locke, Councilor
Susan Conn, Councilor
Ginny Carlson, Councilor

Staff Present: John Walsh, City Administrator
Matt Brown, Finance Director
Kathy Payne, City Recorder
Margaret Jeffries, Library Director
Terry Moss, Police Chief
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director

Others: Craig Melton Ronda Melton David Coombs
Ray Ann Estrada

Public Hearing

Applicant: Craig & Ronda Melton, David Coombs

Request: Comprehensive Plan/Zone Map Amendment from Suburban Residential (SR) to General Residential (GR) and Zoning Map Change from Moderate Residential (R7) to Apartment Residential (AR)

Location: 2554 & 2560 Columbia Blvd.

At 6:35 p.m., Council President Morten opened the public hearing.

Ex-Parte Contact/Conflict of Interest – None.

Councilor Locke clarified that the project is not associated with Community Action Team (CAT) since he serves on their board. City Planner Graichen confirmed it is not.

Staff Report

City Planner Graichen presented his staff report dated March 7, 2017.

Based upon the facts and findings, the Planning Commission recommends approval of the zoning map and comprehensive plan map amendments.

Council President Morten questioned the density. Graichen responded that it depends on use. AR zone allows for higher density. He will let the applicant explain the proposal.

Testimony in Favor

◆Dave Coombs & Craig Melton. Reviewed a PowerPoint presentation. A copy is included in the archive meeting packet. The 4-plex at 2554 is currently affordable senior housing. If it was destroyed, it could not be rebuilt as the same use under the current zoning. They have also

purchased adjacent property and propose to build additional senior housing.

Testimony in Opposition

No testimony in opposition.

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

Close Public Hearing and Record – 6:56 p.m.

Deliberations will be held during the regular session following this hearing.



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

DRAFT

City of St. Helens CITY COUNCIL

Regular Session Minutes

March 15, 2017

Members Present: Rick Scholl, Mayor
Doug Morten, Council President
Keith Locke, Councilor
Susan Conn, Councilor
Ginny Carlson, Councilor

Staff Present: John Walsh, City Administrator
Matt Brown, Finance Director
Kathy Payne, City Recorder
Margaret Jeffries, Library Director
Sue Nelson, Public Works Engineering Director

Others: David Coombs Craig Melton Ronda Melton
Ray Ann Estrada John Tull



7:00PM – Call Regular Session to Order – Mayor Scholl

Pledge of Allegiance – Mayor Scholl

Invitation to Citizens for Public Comment

♦ John Tull, 285 N. 8th Street. He received a nuisance abatement and has not gotten everything cleaned up yet due to the massive rain. He is working on it and requested another extension.

Council directed him to continue working and report back to the next meeting.

Deliberations

Applicant: Craig & Ronda Melton, David Coombs

Request: Comprehensive Plan/Zone Map Amendment from Suburban Residential (SR) to General Residential (GR) and Zoning Map Change from Moderate Residential (R7) to Apartment Residential (AR)

Location: 2554 & 2560 Columbia Blvd.

Council discussed the need for senior housing in the community. They agreed it is a good idea.

Motion: Upon Carlson's motion and Conn's second, the Council unanimously approved the request.

Resolutions

A. **Resolution No. 1781:** A Resolution of the Common Council of the City of St. Helens Establishing Council Goals for 2017

Mayor Scholl read Resolution No. 1781 by title. **Motion:** Upon Locke's motion and Carlson's second, the Council unanimously adopted Resolution No. 1781. [Ayes: Locke, Carlson, Conn, Morten, Scholl; Nays: None]

- B. **Resolution No. 1782:** A Resolution of the Common Council of the City of St. Helens Adopting a City Employee Compensation Plan for the Positions of Utility, Banking & Court Specialist and Wastewater Treatment Operator III/Pretreatment Coordinator
Mayor Scholl read Resolution No. 1782 by title. **Motion:** Upon Locke's motion and Carlson's second, the Council unanimously adopted Resolution No. 1782. [Ayes: Locke, Carlson, Conn, Morten, Scholl; Nays: None]

Approve and/or Authorize for Signature

- A. Intergovernmental Agreement with Columbia City for Building Inspection and Plan Review Services
B. Agreement with Alonzo Yard Maintenance for Abatement of Declared Nuisances
C. Contract Payments

Motion: Upon Conn's motion and Carlson's second, the Council unanimously approved 'A' through 'C' above.

Award Contract for 2017 Crack Sealing Project to C.R. Consulting LLC

Motion: Upon Locke's motion and Carlson's second, the Council unanimously awarded the contract for the 2017 Crack Sealing Project to C.R. Consulting LLC.

Appointments to City Boards/Commissions

Library Board (4-year terms)

- The Council approved a Code change to allow up to 9 members on the Library Board.

Next Meeting: March 21, 2017

Recommendation: The Board recommends that the Council appoint Amanda Heynemann.

Motion: Upon Conn's motion and Locke's second, the Council unanimously appointed Amanda Heynemann to the Library Board.

Consent Agenda for Acceptance

- A. Accounts Payable Bill List

Motion: Upon Locke's motion and Carlson's second, the Council unanimously accepted 'A' above.

Consent Agenda for Approval

- A. Exclusive Use Permit: SH Little League, 6th Street Ballfields & McCormick Park Soccer Field, 3/13 – 6/17
B. Purchase of New Vehicle (2017 Ford Escape 4WD \$21,950) from St. Helens Auto Center for Use by Multiple Departments
C. New Job Description for Utility, Banking & Court Specialist
D. New Job Description for Wastewater Treatment Plant Operator III/Pretreatment Coordinator
E. OLCC Licenses
F. Council Work Session & Regular Session Minutes dated January 4 & 18, 2017
G. Declare Surplus Property – Library Equipment
H. Declare Surplus Property – Computer Equipment at City Hall, Police Station & Public Works
I. Accounts Payable Bill List

Motion: Upon Conn's motion and Carlson's second, the Council unanimously approved 'A' through 'I' above.

Council Reports

Mayor Scholl reported...

- He apologized for arriving late.
- He would like to discuss ways to speed up Building Permit processes. He's wants to be

business friendly.

Councilor Locke reported...

- Former Mayor Randy Peterson is going to be the Grand Marshal of the Kiwanis Community Parade.
- He talked about the need for a parking structure and elevator on the waterfront property.

Councilor Carlson reported...

- She will be attending the Inclusion Conference in Portland this weekend. It is put on by the regional Down Syndrome Association. Her daughter will be a speaker there.
- She will be participating in the CERT training in April.
- She asked for assistance to recruit Youth Council members at the middle school and high school.

Council President Morten reported...

- He talked about floor area ratio. It is a building standard used by planners and developers. The Planning Commission recommended approval of 75' buildings. Developers can potentially come in and build 75' tall buildings along the waterfront. He understands why there is a public outcry about the height. Safeguards need to be included for height.
- A question was raised during the Urban Renewal hearings asking why it's being done when some of the issues in the 2020 plan haven't even been addressed. Morten's response is that the Urban Renewal is going to give us the finances to address those issues. He suggests forming a stakeholders group to create a 2040 plan.
- The League of Oregon Cities (LOC) Conference is in Portland this year. He advocated for Council and staff to attend.
- Reminder to complete department head evaluations.

Councilor Conn reported...

- Attended the City/County Quarterly meeting. It was one of the best she has attended.
- Attended the Northwest Area Commission on Transportation (NWACT). She watched a little gal from Elsie hold Tim Potter's feet to the fire because they have a dangerous intersection there and she wants to change the striping. He told her it could not be done without a traffic study. She continued to challenge him on his criteria and he basically had no response. A presentation was made on active transportation, such as biking and pedestrians. The presenter would be willing to present at a Council meeting.

Department Reports

Public Works Engineering Director Nelson reported...

- Councilor Carlson asked Nelson if she receives surplus property emails from the State. Nelson said she does not. One Carlson recently received was selling bus shelters for \$5 each. In support of public transportation, she suggested the City place them at the Library and other high use areas. Morten suggested working with the school district and CCRider.

Library Director Jeffries reported...

- Nothing to report.

Finance Director Brown reported...

- Nothing to report.

City Recorder Payne reported...

- Nothing to report.

City Administrator Walsh reported...

- He received the Statement of Economic Interest (SEI) email from the State today. He reminded the Council of the need to complete the online form by April 15.
- He is looking for ways to streamline the meetings. Recent meetings have been much longer than in the past.
- He plans to bring back a draft RFP for tourism to the next meeting. Discussion of tourism and organizing an ad-hoc tourism review committee. Mayor Scholl, Councilor Locke, City Administrator Walsh, Consultant Tina Curry and alternate member Councilor Conn were selected to serve on the ad-hoc committee.

Adjourn - There being no further business, the meeting adjourned at 7:47 p.m.



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 04/07/2017 - 9:37AM
 Batch: 00002.04.2017 - AP 4/7/17 FY 16-17 OVER 10K

53



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
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028955									
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001-000-210000 School Excercise Tax					SCHOOL EXCISE TAX PMT				
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ST. HELENS SCHOOL DI		15,514.42	✓						
TMI TRUST COMPANY									
TMI									
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017-417-569000 Interest expense					OREGON WATER REFUNDING SERIES 2013				
06012017	6/1/2017	16,097.50	✓	0.00	04/07/2017			False	0
018-018-569000 Interest Expense					OREGON SEWER REFUNDING SERIES 2013				
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TMI TRUST COMPANY T		72,274.25							
Report Total:		87,788.67							

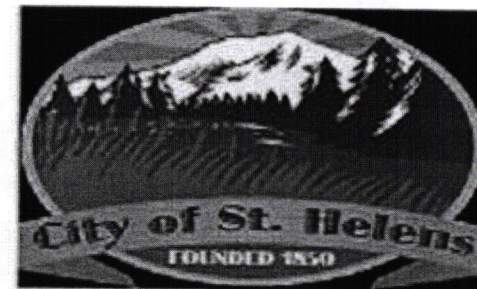


Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 04/13/2017 - 9:00AM
 Batch: 00009.04.2017 - AP 4/14/17 FY 16-17 OVER 10K

98



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
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18282 Total:		15,269.29							
ECONORTHWEST Total:		15,269.29							
Report Total:		15,269.29							

