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City of St. Helens COUNCIL AGENDA

Wednesday, June 21, 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. **6:00PM - PUBLIC HEARING: Appeal of Emerald Meadows Subdivision Approval (Chambers)**
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. **DELIBERATIONS: Appeal of Emerald Meadows Subdivision Approval (Chambers)**
6. **RESOLUTIONS**
 - A. **Resolution No. 1786:** A Resolution of the City of St. Helens Declaring the City's Election to Receive State Revenues
 - B. **Resolution No. 1787:** A Resolution Authorizing an Appropriation Resolution to Recognize Unanticipated Non-Tax Revenue and Increase Appropriations for an Expenditure
 - C. **Resolution No. 1788:** A Resolution Authorizing a Transfer of Appropriations within a Fund for Fiscal Year 2016-17
 - Public Comments – Proposed Additions and Increases to Fees Schedule**
 - D. **Resolution No. 1789:** A Resolution Adopting a Universal Fee Schedule
 - E. **Resolution No. 1790:** A Resolution of the Common Council of the City of St. Helens, Oregon, Adopting Budget, Making Appropriations, and Levying Taxes for Fiscal Year Beginning July 1, 2017
 - F. **Resolution No. 1791:** A Resolution Assessing Cost of Abatement as a Lien Against 244 North 2nd Street, St. Helens, Oregon
 - Public Comments – Increase in Garbage & Recycling Rates**
 - G. **Resolution No. 1792:** A Resolution Establishing Garbage & Recycling Rates and Superseding Resolution No. 1754
7. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
 - A. [RATIFY] Ground Lease Agreement with Option for Purchase with ACSP LLC for a Portion of the Old Boise Cascade Paper Mill to Develop a Commercial Cannabis Cultivation Agricultural Park
 - B. Agreement with Columbia County for Building and Plan Review Services
 - C. [RATIFY] Agreement with Mark Comfort for Clean-up Services
 - D. Amendment No. 8 to Agreement with Columbia County for Use of Community Service Work Crews
 - E. Contract Payments

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.

8. **APPOINTMENTS TO CITY BOARDS & COMMISSIONS**
9. **CONSENT AGENDA FOR ACCEPTANCE**
 - A. Parks Commission Minutes dated April 10, 2017
 - B. Planning Commission Minutes dated May 9, 2017
 - C. Accounts Payable Bill List
10. **CONSENT AGENDA FOR APPROVAL**
 - A. Council Work Session, Public Hearing and Regular Session Minutes dated June 7, 2017
 - B. Street Closure: 4th of July Activities – Close Strand Street from 230 to 295 Strand and Close all of Plaza Square on July 4, 2017
 - C. Accounts Payable Bill List
11. **MAYOR SCHOLL REPORTS**
12. **COUNCIL MEMBER REPORTS**
13. **DEPARTMENT REPORTS**
14. **ADJOURN**

**CITY OF ST. HELENS PLANNING DEPARTMENT
STAFF REPORT
Appeal AP.1.17 of Subdivision Preliminary Plat SUB.2.17
Emerald Meadows Subdivision**

DATE: June 13, 2017
TO: City Council
FROM: Jacob A. Graichen, AICP, City Planner

APPLICANT: Appellant is Johnny Chambers. Original applicant is Wayne Weigandt.
OWNER: Wayne Weigandt

ZONING: General Residential, R5

LOCATION: 4N1W-5BC-7500 and 8400, and 4N1W-5BD-9100. The subject property consists of three parcels. Two are vacant. One has a dwelling addressed as 35090 Pittsburg Road.

PROPOSAL: Approximate 77 Lot Subdivision

The 120-day rule (ORS 227.178) for final action for this land use decision is August 16, 2017.

BACKGROUND

The Planning Commission held a public hearing on this matter on May 9, 2017 and approved the preliminary plat subdivision with conditions. That decision has been appealed by someone who attended that meeting and provided oral testimony.

Note per SHMC 17.24.320(2) the appeal of an original decision made by the Planning Commission to the City Council shall be de novo and conducted as if brought under SHMC 17.24.090(4), pursuant to SHMC 17.24.155 through 17.24.270.

PUBLIC HEARING & NOTICE

Hearing dates are as follows: June 21, 2017 before the City Council.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property(ies) on June 1, 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 June 7, 2017.

AGENCY REFERRALS & COMMENTS

No additional comments have been received since the original application.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

Attached is the findings and conclusion for the original decision of the Planning Commission.

****Important: this report is not a stand-alone document and is meant to be reviewed with the original findings and conclusion.****

This report doesn't reanalyze the entire decision, rather, focuses on the issues noted by the appellant. Those issues (per the appellant's appeal application) are:

1. Does not meet Building or State Fire Code. Appellant notes OFC Appendix D, Sections 102, 103, 106, and 107.
2. Doesn't meet SHMC 17.152.030(4), Street location, width and grade. Doesn't meet on-street parking needs, public safety or safety needs of pedestrian's or cyclists. Does not meet needs of emergency vehicle access. Insufficient network connectivity of streets. Cul-de-sac too small.
3. SHMC 17.152.090, Sanitary Sewers. Potential problems with Hillcrest Road properties not properly being planned for.
4. Chapter 17.132, Tree Removal. 240 trees needed. Math as stated is not based on any fact.
5. SHMC 17.136.060(3), Through Lots.

-----staff comments of the issues noted above-----

1. One thing the council needs to be aware of here is the approval standards for subdivisions. Subdivision preliminary plats are principally reviewed against the City's Development Code (Title 17 SHMC).

Staff is not aware of any issue with the proposed public streets (public right-of-way to be dedicated), which meet the City's standards. However, there are several private streets proposed. The private streets are concern of the Fire Marshall.

Provisions that apply to the private streets that include fire code reference include:

17.84.070(2) and (3):

(2) Private residential access drives shall be provided and maintained in accordance with the provisions of the Uniform Fire Code.

(3) Access drives in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus in accordance with the engineering standards of SHMC Title 18 and/or as approved by the fire marshal.

17.84.070(3):

(3) Creation of Access Easements. The approval authority may approve an access easement established by deed without full compliance with this code

provided such an easement is the only reasonable method by which a lot, large enough to develop, can be created:

- (a) Access easements which exceed 150 feet shall be improved in accordance with the Uniform Fire Code;
- (b) Access shall be in accordance with Chapter 17.84 SHMC and Figures 15, 16, and 17.

The proposed private drives are less than 150' long, except the one between Emerald Loop and Pittsburg Road, which is approximately 160' long. However, the Planning Commission required this to be a through-emergency access (e.g., with a lockable bollard that emergency response can remove).

Given the controversy, perhaps the bigger question is when access easements are allowed. Note that the code says "The approval authority may approve an access easement ... provided such an easement is the only reasonable method by which a lot, large enough to develop, can be created."

The key phrase is to allow a lot that is large enough to develop. The Council is the approval authority in this case. Lots accessed by the private drives are close to the minimum lot size for detached single-family dwellings (i.e., 5,000 in the R5 zone). However, larger lots have value. To explain, if we look at lots 30-32, intended for three detached single-family dwellings the sum of those lots is 16,843 square feet. But multi-dwelling units are possible too. Based on the R5 rules, up to 6 multi-dwelling units are allowed, twice as much as the proposal. In short, the council could deny the request for private drives because those lots as a whole can still be developed, and for a denser use. Conditions to ensure density would be recommended however, to avoid inefficient development (i.e., one dwelling on a 16,843 s.f. lot).

Related conditions: 2.a.xii, 2.a.xiii, 2.a.xvi, 3.f, and 6

2. Proposed public streets meet the basic standards. The Commission considered connectivity and required a street stub to Hillcrest Road to the east. The cul-de-sac meets the City's standards but not the Fire Code's.

The council could require a "higher standard" for the cul-de-sac. One of the approval criteria for subdivision is a "catch-all" standard. Per SHMC 17.136.060(5):

The planning commission [or approval authority] may attach such conditions as are necessary to carry out the comprehensive plan and other applicable ordinances and regulations...

Note that the City's code does allow alternatives to the typical circular end of a cul-de-sac, so an alternative more favored by the Fire Marshall is a potential option (e.g., hammerhead).

3. The County Environmental Services Specialist (i.e., septic system authority) noted potential impacts to properties along Hillcrest Road, all of which are on septic systems. Impact to

those system could result in a public health hazard as well as compromise the habitability of the dwellings with impacted systems. This is detailed in the original decision.

To address this issue, the commission included conditions 2.a.ix and 2.a.x to require analysis and mitigation for the nearby septic systems and evaluation of the optimum route for public sewer to serve those properties.

The Council could be more aggressive. For example, requiring such study before reaching a decision and/or specific easement requirements (e.g., a 15' wide public utility easement along the south side of the Hillcrest Road properties so there is a guaranteed legal route to a sewer line in N. Vernonia).

See attached sewer map.

4. Chapter 17.132 SHMC requires a tree plan in certain circumstances, which applies in this case, that details existing trees, tree retention and replacement, generally speaking. The applicant addressed this partially by providing an inventory of existing trees >12 d.b.h. via their existing conditions plan.

To meet the requirements of this chapter, assuming a total loss of existing trees per applicant testimony, about 250 replacement trees would be required.

Staff made some conclusions based on anticipated street trees and the Commission agreed the intent of this chapter would be met if, in addition to the required street trees, that each lot will need an additional tree. **See condition 10.**

The council could require a tree plan per this Chapter instead of the solution devised by staff and the Commission.

5. SHMC 17.136.060(3) states:

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

(i) A planting buffer at least 10 feet wide is required abutting the arterial rights-of-way; and

(ii) All through lots shall provide the required front yard setback on each street.

Through lots are those that abut two parallel or approximately parallel streets (which can be public or private). The Commission found that the through lots were acceptable, but waived the buffer requirement because not all lots along Pittsburg Road, the only arterial street that abuts the site, are through lots.

The Council could argue that through lots are not justified and not allow them, especially if it finds that private streets are not justified or require the buffer to be installed prior to final plat along with the other public improvements.

CONCLUSION & RECOMMENDATION

The Council needs to consider the merits of the appeal and determine if you want to uphold the original decision, modify it (e.g., by amending the original conditions), or deny it based on the project not meeting the applicable approval standards.

Attachment(s): SUB.2.17 Findings and Conclusion (decision being appealed)

Appeal application

Preliminary Plat (as originally submitted) w/ highlighted areas

Surrounding sanitary sewer mains map

CPZA.1.16 aerial photo

Preliminary plat (as originally submitted)

Preliminary utility plan (as originally submitted)

Topographic survey (existing conditions)

Applicant's narrative (20 pgs.)

TIA Executive Summary (pg. 3 of 152 of the entire TIA)

Letter from Lancaster Engineering dated May 9, 2017 RE street stubs (3pgs.)

35090 Pittsburg Road septic system plan

35102 Pittsburg Road septic system plan

Letter from Fire Marshall (w/ attachments) (4 pgs. total)

Revised Fire Marshall comments (May 8, 2017 email)

OAR 918-480-0125—Alternate construction standards...

Letter from Jeffery and Angela Fisher dates May 14, 2017

**CITY OF ST. HELENS PLANNING DEPARTMENT
STAFF REPORT
Subdivision Preliminary Plat SUB.2.17
Emerald Meadows Subdivision**

DATE: May 2, 2017
TO: Planning Commission
FROM: Jacob A. Graichen, AICP, City Planner

APPLICANT: Wayne Weigandt
OWNER: same as applicant

ZONING: General Residential, R5
LOCATION: 4N1W-5BC-7500 and 8400, and 4N1W-5BD-9100. The subject property consists of three parcels. Two are vacant. One has a dwelling addressed as 35090 Pittsburg Road.
PROPOSAL: 77 Lot Subdivision

The 120-day rule (ORS 227.178) for final action for this land use decision is August 16, 2017.

SITE INFORMATION / BACKGROUND

The site is approximately 12.57 acres and mostly undeveloped except for a detached single-family dwelling (35090 Pittsburg Road) and a barn and a septic system associated with that dwelling. In addition, though the detached single-family dwelling at 35102 Pittsburg Road is on a separate parcel along Pittsburg Road, some of its septic system is on the subject property as well. The site is partially sloped downward from Pittsburg Road southward and is a mix of grasslands and trees. Surrounding area is developed as residential.

PUBLIC HEARING & NOTICE

Hearing dates are as follows: May 9, 2017 before the Planning Commission.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property(ies) on April 19, 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 April 26, 2017.

AGENCY REFERRALS & COMMENTS

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

City Engineering: Engineering will require the sanitary sewer main near lots #33-#37 to be extended to the Pittsburg Road ROW. Some modifications will be required to the preliminary utility plan to bring the design into compliance with the City's design standards. Separate street

cross sections will be needed for the different street classifications of the proposed interior streets (local), Pittsburg Road (minor arterial), and N. Vernonia Road (collector). A drainage plan shall be submitted with or prior to the submission of the engineered drawings and shall include calculations for sizing the proposed detention facility, along with other required documentation and information. Additional private common backyard drainage will likely be required. Watermains shall be designed to provide the required operating pressure range of 50 to 90 psi at all times. New street lights shall use LED fixtures per the Columbia River PUD's design.

Fire Marshall: See letter (w/ attachments) dated April 18, 2017. Also, comments were revised via a May 8, 2017 email.

Staff comments: staff discussed some of the issues in the Fire Marshall's letter with the Fire Marshall and Building Official.

Naming of private streets is an issue for other jurisdictions and is noted in the letter as a "default comment," which doesn't apply to St. Helens. The Fire Marshall felt that the lots accessed via the private drives should have a sprinkler system. Building Official noted OAR 918-480-0125.

In regards to the cul-de-sac and private streets/driveways, the Fire Marshall noted that roads 20-26 feet wide are required to be posted "no parking" on both sides of the street. Because private streets/driveways are not subject to police enforcement typically, the "no parking requirement should also be stipulated in the agreement along with the required maintenance agreement between users of the private street/driveway.

The Fire Marshal noted that for buildings to be sprinkled, a minimum 1" water meter is required for combination fire suppression system.

Items 4-6 in the Fire Marshall's original letter can be conditions of approval to be reflected on engineering/construction plans.

Item #7 in the Fire Marshall's original letter can be a general condition of approval.

Staff also discussed the phasing concept with the Fire Marshall, who did not object to it.

Columbia County Environmental Services Specialist: I have looked at the septic files for both of the affected properties that you identify. Both systems will definitely need to be considered as this project moves forward. I would advise that the houses remain connected to their individual systems until which time progression of the project impacts the systems. Minimizing the window from when the properties are being switched from septic to sewer should be a priority so that the opportunity for a public health hazard is not a concern.

You could look at a temporary means of connection for 35090 Pittsburg, but it seems that the best use of time, resources, and effort dictate any action. Any temporary measures create an item that then needs to be tracked and considered; staff involved, the developer, the economy, etc. all start to impact this and there is a lot of opportunity for this to get lost. Running a temporary line

through several of the proposed lots could also create a hazard when the time comes to develop those affected lots. I am thinking that the build-out of the roads and utilities will happen first and possibly at the same time (rather than phased out as I believe is the intent for the actually building of the dwellings). I would encourage that the entire sewerage system that is going to serve this development be constructed and then the existing houses connected once that is completed and approved. If a phased approach is proposed for infrastructure, then obviously connection at the time of construction/approval is appropriate as long as it is before lot development.

A few things that have possibly not been considered in this project are all of the properties located on Hillcrest Rd. These properties are all up-slope of the development and considering elevations, any creation of a down-slope man made cut that is > 30" requires a minimum 50-foot setback from both initial and replacement septic system areas. I would like to see that the developer researches all of the affected properties and then demonstrates that this has been considered and planned for on some sort of separate surveyed or scaled map. Limited records may be an issue, so onsite locating work could be applicable.

Additionally, this area is possibly tiled so it is not unreasonable that even with the 50-foot setback planned for, that discharge of sewage through a created cut bank or tile disruption could happen; again, a public health hazard. This scenario would almost certainly dictate that the affected property(s) would have to connect to City sewer to achieve a means for sewage disposal (depending on repair options and their feasibility onsite or per onsite sewage rule requirements). The fact that the development could potentially be the source or cause of the issue creates some possible liability concerns that should be evaluated. I would advise that the developer work with the City to evaluate sewer options for these other properties so that there is a plan in place that can adequately address what could be a huge problem, rather than leaving things open to a reactive or an "ad-hoc" approach which may not be the best from a public safety, efficiency, and/or extension of services perspective. Ideas such as a utility easement along the northern boundary of the Emerald subdivision could be applicable.

Staff comments: Due to potential complications and possible resultant health hazards, and the prohibition of temporary public facilities for phased development, any temporary means of handling sanitary sewer for the two homes with sub-surface (septic) systems on the subject property needs to be kept at an absolute minimum. The 35090 Pittsburg Road septic system appears to be impacted by Phase 2. The 35102 Pittsburg Road septic systems appears to be impacted by Phase 3. As such, for those phases, the public sanitary sewer line shall be installed, tested, approved and accepted with the respective dwelling connected prior to any impacts to the septic systems that would make the septic system inoperable.

Properties along Hillcrest Road, between a leg of the subject property and Pittsburg Road (lying west of N. Vernonia Road), are not served by City Sanitary Sewer. They have sub-surface systems. Grading and other plans for this subdivision need to take that into account due to potential health hazards (sewer leakage). Such plans need to include mitigation for nearby sub-surface system impacts as well as evaluate, if sub-surface failures occur, the optimum route for public sanitary sewer extensions to serve those properties to determine if easements for such connection are warranted on the subject property.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.136.040(1)

(1) The preliminary plat approval by the planning commission or final approving authority shall lapse if:

(a) A final plat (first phase in an approved phased development) has not been submitted within a one-year period; or

(b) The final plat does not conform to the preliminary plat as approved or approved with conditions.

Discussion: This is not a standalone subdivision request. Three phases are proposed.

Finding: This Subdivision preliminary plat approval shall be effective for a period of twelve (12) months from the date of approval per this section. Time extensions are possible per SHMC 17.136.040(1)

SHMC 17.136.050 (1) and (2) Phased development.

(1) The planning commission may approve a time schedule for developing a subdivision in phases, but in no case shall the actual construction time period for any phase be greater than two years (unless an extension is granted) without reapplying for a preliminary plat, nor the cumulative time exceed six years (regardless of extensions) without applying for a new preliminary plat.

(2) The criteria for approving a phased site development review proposal are:

(a) The public facilities shall be scheduled to be constructed in conjunction with or prior to each phase to ensure provision of public facilities prior to building occupancy;

(b) The development and occupancy of any phase shall not be dependent on the use of temporary public facilities:

(i) For purposes of this subsection, a temporary public facility is an interim facility not constructed to the applicable city or district standard;

(c) The phased development shall not result in requiring the city or other property owners to construct public facilities that were required as a part of the approval of the preliminary plat; and

(d) Public facilities approved as conditions of approval must be bonded.

Discussion: Three phases are proposed as follows:

Phase 1: Lots 1-12 and 46-64

Phase 2: 13-24, 44, 45, 65, 66, 76, and 77

Phase 3: 25-43 and 67-75

Finding: The Commission approved the phasing concept; conditions of said sections (1) and (2) shall apply.

SHMC 17.136.060(1) – Approval standards – Preliminary plat.

(1) The planning commission may approve, approve with conditions or deny a preliminary plat based on the following approval criteria:

(a) The proposed preliminary plat complies with the city's comprehensive plan, the applicable sections of this code and other applicable ordinances and regulations;

(b) The proposed plat name is not duplicative or otherwise satisfies the provisions of ORS Chapter 92[.090(1)];

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

(d) An explanation has been provided for all common improvements.

(a) This criterion asks if the proposed preliminary plat complies with the city's comprehensive plan, the applicable sections of this code and other applicable ordinances and regulations. The City's development code (SHMC Title 17) implements the Comprehensive Plan. The Development Code standards are addressed herein.

There are no known conflicts with the Comprehensive Plan.

Applicable provisions of the Development Code are addressed per Chapter as follows:

17.32 – Zones and Uses → The subject property is zoned General Residential, R5. The minimum lot size for *detached* single-family dwellings is 5,000 square feet. The minimum lot size for duplexes is 5,800 square feet. Some lots are as small as 5,000 square feet. Many exceed 5,800 square feet.

****However, if lot depths are incorrectly indicated than some of the lots may not meet the size standard. See lot depth discussion below.****

For detached single-family dwellings in the R5 zone, the minimum lot width required at the street and building line (i.e., the line that coincides with the front side of the principal building, which is the 20-foot required front yard or a greater front yard provided there is still reasonable building area) is 50 feet. Its 58 feet for duplexes.

The minimum lot width at the street on an approved cul-de-sac is 30 feet. 20' is allowed for flag lots.

Most lots meet the 50' width minimum standard for detached single-family dwellings. Some cul-de-sac lots and flag lots are proposed.

Minimum lot depth for all uses is 85 feet. Not all lots appear to meet this requirement: at least Lots 2, 3, 33, and 55-58 look deficient in regards to lot depth.

Flag lots are allowed in this zoning district pursuant to SHMC 17.140.055. In regards to subdivision review, the “flag portion” must meet the standards for size and area per the underlying zone requirements.

Lot 62 is a proposed flag lot. However, the “pole” portion is approximately 900 square feet, making the “flag” portion less than 5,000 square feet, and thus not to standard.

The proposed layout will give the one existing detached single-family dwelling (35090 Pittsburg Road) a front yard (setback) from the proposed Emerald Loop West (street) of as little as 12 feet. The normal requirement is 20 feet. The Commission finds that the circumstance is acceptable given the scale of the project and because there are no other dwellings on the subject property. **This will become a non-conforming circumstance, subject to the City’s rules for such.**

With the access easement for Lots 29-30, Lot 29 would become a corner lot. For the “exterior side” of the corner lot, the minimum yard (setback) is 10 as measured from the property line or access easement, whichever is closer. As shown on the preliminary plat, there is about 15’ between the existing dwelling and the access easement (which is closer to the dwelling than the property line).

17.56 – Density Computations → This is a subdivision proposal meeting basic requirements. Thus, as long as the lots and streets meet the appropriate standards, the density possible is permissible.

17.72 – Landscaping and Screening → Street trees are required per this Chapter because the site fronts a street for more than 100 feet.

N. Vernonia Road is a collector and Pittsburg Road is a minor arterial per the City’s Transportation Systems Plan which, in both cases, requires a landscape strip with street trees as part of the public street frontage improvements (curb, gutter, landscape strip, and sidewalk). Street trees will need to be incorporated into the design. There are overhead power lines along both streets on the side of the subject property. O/h utility on the side of the subject property warrants “small” street trees per this Chapter to prevent tree and o/h utility conflicts.

These trees will need to be installed as part of the respective street frontage improvements prior to final plat.

For other streets, considered local per the City’s Transportation Systems Plan, the trees will be planted behind the sidewalk in the right-of-way or landscape/public utility easement, per this Chapter. These trees will be planted as each lot is developed, as a condition of building permits.

17.84 – Access, Egress & Circulation → The site abuts four public streets: 1) Pittsburg Road, a designated Minor Arterial, 2) N. Vernonia Road, a designated collector, 3) the end of Catarin Street, a designated local street, and 4) Camden Street, a designated local street.

The development code does not favor access from minor arterial streets. In addition, attaining the proper access spacing from driveways and streets, and getting proper alignment from street intersections on the opposite side of the subject property along N. Vernonia Road doesn't appear possible. The Pittsburg Road access for 35090 Pittsburg Road is being eliminated in favor of new interior streets of the subdivision.

Conversely, both Catarina and Camden Street were *intended to be extended* into the subject property for access.

Direct non-emergency vehicular access from Pittsburg Road or N. Vernonia Road shall be prohibited.

Access easements are proposed to access some lots from the new public streets to be created. This is possible as per Chapter 17.152 SHMC. Easements to access up to six single-family dwelling units are required to be at 24' – 30' in width and include a 20' wide paved surface. The Fire Marshall commented on this, noting a desire for no-parking signage and a recommendation that some lots accessed by these include fire suppression sprinklers in their design. Easements need to be shown properly on all plans. These will require a maintenance agreement between all lots that utilize such access, to be recorded with the final plat. These are not to be public streets subject to city maintenance and such. Physical improvements shall be included on construction plans. Will need to include utility easements to serve the lots served by access.

17.132 – Tree Removal → A tree plan is a required for a property with more than 10 trees or any tree over 2' diameter at breast height (DBH). This chapter focuses on trees over 12" DBH. The applicant submitted a plan showing the trees on the site and their DBH.

There are *at least* 125 trees with a DBH >12'. The applicant does not address retention, thus, we can assume a proposed total loss of trees. Retainage of *less than* 50% of existing trees over 12" DBH requires mitigation at a 2:1 ratio.

Thus, in order to replace trees that are lost *at least* **250 would be needed**.

One question in regards to tree replacement is how many street trees will there be upon final build out? We can make some assumptions:

- **N. Vernonia Road:** Will require street trees per city collector street standards. Site abuts approximately 200 linear feet. There is overhead power at along this street, so trees will need to be small to avoid conflicts. Per Chapter 17.72 SHMC, "small" trees are to be planted no greater than 20 feet apart. So, we can anticipate about **10 trees** here.
- **Pittsburg Road:** Will require street trees per city minor arterial street standards. Site abuts approximately 440 total linear feet in two sections. There is overhead power along this street, so trees will need to be small to avoid conflicts. Per Chapter 17.72 SHMC,

“small” trees are to be planted no greater than 20 feet apart. So, we can anticipate about **22 trees** here.

- **Interior local streets:** There is about 2,400 linear feet of right-of-way for interior streets or approximately 4,800 feet of street frontage. Assuming “large trees” are planted, Chapter 17.72 SHMC requires a maximum spacing of 40 feet for those, so we can assume about 120 trees. If small trees are used (at 20 feet separation) we can assume approximately 240 trees. So, a *potential range of 120-240 trees*, notwithstanding inevitable lot-by-lot variability. **An anticipated average of 160 trees.**

The Commission finds that the total estimated amount of street trees will be 192. Given revisions to the preliminary plat the estimated number of lots will be around 75 lots. $192 + 75 = 267$, which is the approximate tree replacement requirement. Thus, **in addition to street trees as normally required, each lot will need to plant an addition tree. Species and location needs to be appropriate to increase the probability they will remain for their entire life span.**

17.152 – Street & Utility Improvement Standards → Development is required to have frontage along a public street improved to city standards. Proposed local streets are proposed to be dedicated and improved.

Except for a portion of Pittsburg Road, *existing* public rights-of-way appear meet the City’s minimum width standard. Some of the subject property was dedicated for Pittsburg Road right-of-way as part of P.P. No. 2007-22. Areas that have not been dedicated to achieve 30’ width from center of the Pittsburg Road right-of-way shall be shown as such on the final plat.

Access easements are proposed for some lots. They don’t exceed 150 feet (more-or-less) which would require turn-around provisions for emergency vehicle (fire apparatus). Access easements are required to comply with Chapter 17.84 SHMC. See above.

Street intersections are required to be as near a right angle as possible, but in no normal case should be less than 60 degrees. All are more-or-less at a right angle except Emerald Loop East/Fairfield Avenue, which is about 82 degrees and acceptable. For such intersection (not at a right angle), the minimum corner radius shall be 20’ along the right-of-way lines of the acute angle.

A cul-de-sac is proposed. Such is only allowed when necessary. Given the location of Camden Street and the City prohibiting access off N. Vernonia Road, a cul-de-sac may be allowed subject to the following:

- (a) A cul-de-sac shall be no more than 400 feet long nor provide access to greater than 20 dwelling units:
 - (i) All cul-de-sacs shall terminate with a turnaround in accordance with the engineering standards manual. Use of turnaround configurations other than circular shall be approved by the city engineer;
 - (ii) The length of the cul-de-sac shall be measured along the centerline of the roadway from the near side of the intersecting street to the farthest point of the cul-de-sac; and

- (iii) An intersecting street must lead to another street or be a future street with the practical ability to be extended someday;
- (b) If a cul-de-sac is more than 300 feet long, a lighted direct pathway to an adjacent street may be required to be provided and dedicated to the city.

The proposed cul-de-sac is about 190 feet long. The circular turn around meets the City's engineering standards which call for a minimum radius and turnaround right-of-way radius of 42 feet and minimum roadway radius is 35 feet in residential zone.

Street names. All street names are subject to approval by Columbia 9-1-1 Communications District.

Street grade and curves. Street grades for new streets appear less than 12%, which is the basic maximum standard for local streets. There are no substantial street curves.

Private streets. Some are proposed. Continued maintenance assurance is required. Maintenance agreements shall be included with the access/utility easements.

Mailboxes. Joint mailbox facility shall be included on engineering/construction plans per City standards and the USPS. Subject to City and Postmaster approval.

Street lights. Are required at least at each intersection and as otherwise required by City Engineering.

Street width. Dedication will be required for Pittsburg Road to achieve the minimum 60' with for minor arterial streets. Local streets meet the normal 50' minimum width standard. Local "skinny" streets are possible with only a 40' wide right-of-way provided they will provide access to land whose combined average daily trip rate (ADT) is 200 ADT or less (about 20 detached single-family dwelling units). Also on-street parking shall be prohibited for any street with a roadway width of only 20' wide. This includes private streets.

Blocks. Proposed blocks appear to meet the City's dimensional standards.

Easements. Minimum 8' wide public utility easements will be required along the street frontage of all lots unless a greater width is determined necessary by City Engineering. Moreover, other utility easements necessary, as identified on approved engineering/construction plans shall be included on the final plat. Approved engineering/construction plans will be required before submission of the final plat.

Curb/sidewalk will be required along all local streets. For N. Vernonia and Pittsburg Roads, planter strips shall be included as well.

Water, sanitary sewer, and storm water system plans will be required in accordance with city requirements. Public Works notes that water pressure will be an issue and that it will be best to tap into the water main within the Pittsburg Road right-of-way. There is a water main within the N. Vernonia Road right-of-way, but that is a low pressure area.

Bikeways and trails. There are no identified routes that traverse through the subject property.

All utilities shall be underground pursuant to SHMC 17.152.120.

Developments require guarantees (e.g., bonds) of workmanship and guarantees of performance for public improvements. Prior to submission of the final plat, all public improvements shall be completed, in place and acceptable to the City (and County in the case of Pittsburg Road). The only exception to this is that portions of sidewalk along local classified streets that abut buildable lots created by this subdivision where there may be a driveway approach are often not built until the lot is developed. Though some portions of sidewalk will be required where there will be no driveway approach such as corners and along non-buildable tracts. For these portions of sidewalk allowed to be left unfinished for the final plat, a performance guarantee will be required prior to final plat application submittal.

Before construction, performance guarantees will be required for storm drainage systems, grading and erosion control. This is necessary for public health, safety and welfare, because if this work is only partially done and the developer/owner abandons the project, these could have negative impacts on other property owners. Other improvements left unfinished (e.g., streets, water and sewer infrastructure) do not necessarily have the same impact to a neighboring property owner. This initial guarantee should not be encumbered by other “non-impact” issues as it complicates executing the security; thus, dealing with storm drainage systems, grading and erosion control specifically.

All public improvements shall be guaranteed (e.g., warranty bond) as to workmanship in a form and value as required by City Engineering.

17.156 – Traffic Impact Analysis (TIA) → A TIA is warranted per SHMC 17.156.030. A study was completed as part of a recent Comprehensive Plan Map and Zoning District Map Amendment (file CPZA.1.16) that was approved by the city. That traffic impact analysis prepared by Lancaster Engineering (dated December 19, 2016), the scope of which also addresses this subdivision proposal, shows a reduced operational standard of the Columbia Boulevard/N-S Vernonia Road intersection below the city’s standard. The TIA identifies the following mitigation scenario to alleviate this:

Adequate roadway width is available along Columbia Boulevard to accommodate an additional travel lane. By restriping the westbound approach to include a shared left turn/through lane and a right-turn lane the intersection is projected to operate acceptably.

Ordinance No. 3213 approved and adopted on March 1, 2017, which executes the approved zoning and comprehensive plan amendments includes two important requirements that relate to this proposal:

This Ordinance becomes void and the Comprehensive Plan Map and Zoning District Map changes revert back to their original status before this Ordinance took effect, if the street intersection improvements identified in the Emerald Meadows Estates Subdivision Traffic Impact Study dated December 19, 2016 conducted by Lancaster Engineering (in the record

of file CPZA.1.16) are not completed to City of St. Helens' standards and as approved by the City, within one-year from the effective date of this Ordinance.

No development of the subject property shall be allowed under the General Residential (R5) zoning district standards until the intersection improvements per [the TIA] are completed. The Moderate Residential (R7) standards apply until said improvements are completed.

Thus, conditions for this application: This subdivision approval only applies to the subject property zoned R5. And, the intersection improvements identified in the TIA be completed before the City's acceptance of a final plat application.

(b) This criterion requires that the proposed plat name is not duplicative or otherwise satisfies the provisions of ORS Chapter 92. The name "Emerald Meadows" will need to be approved by the County Surveyor per ORS 92.090.

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

The subdivision street layout connects with street stubs along the south edge, which is an obvious way to meet this standard.

The Commission considered surrounding lands to the east and west. **The Commission finds that this criterion is met if this subdivision includes a street stub that aligns with Hillcrest Road to the east.** Hillcrest Road is a dead-end street over 800 feet long. An eventual connection will remedy this situation which exceeds the city's maximum allowed cul-de-sac length of 400 feet. In addition, this eventual connection will remedy a street terminus that lacks a turnaround (based on current standards) for emergency vehicle standards. It also helps create blocks more consistent with SHMC 17.152.040 the intent of which is better connectivity. Better connectivity also applies to utilities that may be within the right-of-way. Parcels along Hillcrest Road all have septic systems. Eventually, they will be connected to City Sewer, which will help facilitate further development since the parcels are large and dividable, especially given the growth trends anticipated in the future, which was an aspect the applicant demonstrated as part of the zone and comprehensive plan map change (file CPZA.1.16) that preceded this subdivision preliminary plat application. This also provides another access point for emergency response, an important aspect of health, safety and welfare. Finally, though the street is not necessarily built to a current public standard, the right-of-way (ROW) width is 50 feet, meeting the City's ROW width standard for local classified streets. Street improvements can occur as redevelopment of the Hillcrest Road parcels occur over the next several decades (if not sooner) or by other means. Given this logical connection, the Commission finds that this criterion can only be met with a street stub that will facilitate the eventual connection to the existing Hillcrest Road right-of-way.

(d) This criterion requires that an explanation has been provided for all common improvements. The only common improvement, aside from public and private streets, and utilities, is a stormwater tract in the SE corner of the site. The City has taken ownership of such facilities, and will not necessarily require a private entity such as a Homeowners Association to take over.

SHMC 17.136.060(2) – Lot Dimensions

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

(i) No lot shall be dimensioned to contain part of an existing or proposed public right-of-way;

(ii) The depth of all lots shall not exceed two and one-half times the average width, unless the parcel is less than one and one-half times the minimum lot size of the applicable zoning district; and

(iii) Depth and width of properties zoned for commercial and industrial purposes shall be adequate to provide for the off-street parking and service facilities required by the type of use proposed

Findings: (i) Some right-of-way dedication will be necessary along Pittsburg Road as previously noted. (ii) No proposed lot exceeds the depth to width ratio. (iii) The property is not zoned or intended for commercial or industrial use.

SHMC 17.136.060(3) – Through Lots

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

(i) A planting buffer at least 10 feet wide is required abutting the arterial rights-of-way; and

(ii) All through lots shall provide the required front yard setback on each street.

Discussion: The Development Code defines a through lot is a lot having frontage on two parallel or approximately parallel streets. Note that access easements are considered “streets” for the purpose of the Development Code.

Finding: Some through lots are proposed. For example, Lots 30-32. The subject property is oddly shaped, which could be a justification. Since Pittsburg Road is a minor arterial right-of-way, a planting buffer could be required. However, the buffer technically wouldn’t be required for other proposed lots that abut Pittsburg Road because they are not through lots. The Commission finds that the through lots are acceptable but the buffer doesn’t make sense under the circumstances.

SHMC 17.136.060(4) – Large Lots

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

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

Discussion: The minimum lot size for detached single-family dwellings is 5,000 square feet. For duplexes is 5,800 square feet.

Finding: Only one proposed lot is at least twice the minimum lot size for the uses contemplated. And that lot has an existing home on it, the placement of which makes further division challenging. In addition, at over 10,000 square feet in size, there is potential to use it for a future multi-dwelling development (e.g., triplex). Future development plans or “shadow plans” are not warranted.

SHMC 17.136.060(5) – Other Provisions

The planning commission may attach such conditions as are necessary to carry out the comprehensive plan and other applicable ordinances and regulations and may require:

(a) Reserve strips be granted to the city for the purpose of controlling access to adjoining undeveloped properties.

Findings: (a) Reserve strips or related access control guarantees are warranted, given the Commission’s findings that a stub street to eventually connect with Hillcrest Road to the east is required to approve this preliminary plat subdivision, as discussed above.

See comments from the City Engineer, Fire Marshall and Columbia County Environmental Services Specialist above. These warrant conditions of approval.

There is an agreement between the current owner and the 35102 Pittsburg Road property that utilities be relocated and the on-site sewerage disposal system (septic system) be abandoned with the dwelling being connected to the extended Sanitary Sewer main. There is a termination clause for relocation the utility easement and septic system easement in that agreement. There is also a septic system associated with the dwelling on the subject property (currently addresses as 35090 Pittsburg Road). It will need to be abandoned as well.

The County is the sub-surface sewerage (septic system) authority. Certification of existing tank and/or system abandonment shall be obtained from the County.

Another thing to think about is pedestrian access. Per SHMC 17.152.040(2)(b), when block lengths are greater than 600 feet, pedestrian/bikeway shall be provided through the block. In this case, there are two blocks that are less than 600 feet long. But what about everything else? Given geometry and how surrounding properties have been developed, street patterns are irregular. The consequence of that is non-motorized connectivity issues.

To explain, without a non-motorized means of access, the resident of Lot 61 would need to walk about 800 feet to get to N. Vernonia Road. However, a pedestrian easement is proposed as part of Tract A. So that provides some connectivity. For any resident to get to

Pittsburg Road (except the Lots that abut) it would require over 2,500 feet of travel to get to Pittsburg Road. A more efficient means of connectivity would be to require that the access easement between Lots 33-37 also be for public access. The Commission concurs and finds that a non-motorized connection between Emerald Loop and Pittsburg Road is warranted.

Note: the preliminary plat includes a notation about “requested changes.” This includes an 8’ exterior side yard (setback) for corner lots and a 20’ min. lot width or access on ROW or on a private street. However, the applicant’s narrative states “no variation from these standards has been proposed.” No Variance or other mechanism to allow a different standard is included, and thus, cannot be granted.

Note: There are a variety of private easements on the subject property. Some are for fences or walls that don’t appear to encroach much into the proposed lots enough to significantly affect building envelope.

There is a barn on the subject property. Its location doesn’t lend itself to the plat and accessory structures cannot be on residential lots by themselves. It will need to be removed prior to final plat submittal.

CONCLUSION & RECOMMENDATION

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

- 1. This Subdivision preliminary plat approval shall be effective for a period of twelve (12) months from the date of approval.** The approval shall become void if a final plat (for first phase) prepared by a professional registered surveyor in accordance with 1) the approved preliminary plat, 2) the conditions herein, and 3) the form and content requirements of the City of St. Helens Development Code (SHMC Title 17) and Oregon Revised Statutes is not submitted within the twelve (12) month approval period.

The approval for phase 2, contingent upon completion of phase 1, shall be void if the same requirements for phase 1 (noted above, except the time period) are not completed within two years from the date the final plat is submitted for Phase 1 and the requirements of SHMC 17.136.050 are not met.

The approval for phase 3, contingent upon completion of phases 1 and 2, shall be void if the same requirements for phase 1 (noted above, except the time period) are not completed within two years from the date the final plat is submitted for Phase 2 and the requirements of SHMC 17.136.050 are not met.

Two **time extensions** may be granted pursuant to SHMC 17.136.040(2) for any phase, but only two total are possible for all phases.

Notwithstanding any validity period or time extension above, **any portion or phase that is not vested, shall be void six years from the date of the original decision of this**

preliminary plat. Nothing under this condition is intended to preclude owner/developer from acting on multiple phases simultaneously.

2. The following shall be completed prior to submission and the City's acceptance of a final plat application (as applicable to each phase):

- a. Engineering/construction plans for all public and other applicable improvements shall be submitted to the City for review and approval in compliance with all City of St. Helens laws and standards and in accordance with the conditions herein. As specific conditions of approval, these plans shall include:
 - i. Joint mailbox facility shall be included on engineering/construction plans per City standards and the USPS.
 - ii. Street lights are required at each intersection, at such locations to provide overlapping lighting to sufficiently illuminate the street, and per Columbia River PUD standards. New street lights shall use LED fixtures per the Columbia River PUD's design.
 - iii. Sanitary sewer line shall be extended to the Pittsburg Road right-of-way, with appropriate easements per City standards.
 - iv. All applicable street cross sections representing the appropriate classifications per the City's Transportation Systems Plan.
 - v. Watermains shall be designed to provide the required operating pressure range of 50 to 90 psi at all times.
 - vi. Fire hydrants shall meet the Fire District's hydrant standards. This includes a 5" storz coupling and cap on the steamer port of the hydrant. Hydrants shall be spaced 400 feet per the Fire District for this subdivision. Hydrant locations shall include a blue reflective mark on the road identifying its location.
 - vii. **For phase 2 or 3 as applicable**, plans shall show how the public sanitary sewer line will be installed, tested, approved and accepted with the dwelling at 35090 Pittsburg Road connected prior to any impacts to the septic systems that would make the septic system inoperable. **Applicant/owner shall identify the location of the septic system to determine if it's on Phase 2 or 3.**
 - viii. **For phase 3**, plans shall show how the public sanitary sewer line will be installed, tested, approved and accepted with the dwelling at 35102 Pittsburg Road connected prior to any impacts to the septic systems that would make the septic system inoperable.
 - ix. Analysis and mitigation for nearby sub-surface (septic) system impacts (e.g., properties along Hillcrest Road). In addition to City review, this aspect also subject to review by the Columbia County sub-surface (septic) system authority.
 - x. Evaluation of the optimum route for public sanitary sewer extensions to serve those properties whose sub-surface (septic) systems could be affected by the impacts of this development. This includes easements on the subject property if applicable.
 - xi. Frontage improvements to N. Vernonia Road per the City's collector street standards and Pittsburg Road per the City's minor arterial standards, including street trees, which shall be "small" per Chapter 17.72 SHMC due to existing overheard power.

- xii. Access and utility improvements to serve Lots accessed by access easement. “No parking” designation required on both sides of street.
 - xiii. “No parking” designations shall be included on both sides of all streets (public or private) that are 26’ wide or narrower.
 - xiv. For any intersection(s) not at a right angle, the minimum corner radius shall be 20’ along the right-of-way lines of the acute angle.
 - xv. Street stub (extension) in an appropriate location to align with Hillcrest Road to the east of the subject property.
 - xvi. Emergency vehicle and non-motorized public access improvements and easement(s) between Pittsburg Road and Emerald Loop.
- b. Prior to or with submission of engineering/construction plans per **condition 2.a**, a drainage plan shall be submitted that includes calculations for sizing the proposed detention facility, along with other required documentation and information. Please note that additional private common backyard drainage will likely be required.
 - c. Developments require **guarantees** (e.g., bonds) **of workmanship and guarantees of performance** for public improvements. **Prior to submission of the final plat all public improvements shall be completed, in place and acceptable to the City.** The only exception to this is that portions of sidewalk that abut buildable lots created by this subdivision where there may be a driveway approach are often not built until the lot is developed. Though some portions of sidewalk will be required where there will be no driveway approach such as corners and along non-buildable tracts. For these portions of sidewalk allowed to be left unfinished for the final plat, a performance guarantee will be required prior as approved by City Engineering.
 - d. The street intersection improvements identified in the Emerald Meadows Estates Subdivision Traffic Impact Study dated December 19, 2016 conducted by Lancaster Engineering (in the record of file CPZA.1.16) shall be completed to City of St. Helens’ standards and as approved by the City. This preliminary plat subdivision does not grant any extension of time for this per ORD No. 3213.
 - e. **For Phase 3**, barn shall be removed.
- 3. In addition to compliance with local, county, state and other requirements, the following shall be included on the final plat(s):**
- a. All lots shall meet the dimensional and size requirements of the Development Code. This approval includes no Variance(s) or other means of allowing different standards.
 - b. Additional right-of-way dedication along the portions of Pittsburg Road to achieve 30’ width from the center of the right-of-way.
 - c. All street names subject to approval by Columbia 9-1-1 Communications District.
 - d. The County Surveyor shall approve the name of the plat.
 - e. 8’ wide public utility easements will be required along the street frontage of all lots unless a greater width is determined necessary by City Engineering. Moreover, other

easements necessary, as identified on approved engineering/construction plans shall be included on the final plat.

- f. Maintenance agreements for all lots sharing access. No parking provisions to ensure emergency vehicle access shall be included. **Agreements shall be recorded with the final plat.**
- g. All access easements shall include public utility easements.
- h. For intersections not at a right angle, the minimum corner radius shall be 20' along the right-of-way lines of the acute angle.
- i. Street stub (extension) in an appropriate location to align with Hillcrest Road to the east of the subject property. This shall include a reserve strip granted to the City for controlling access or a notation on the plat, as approved by the city, that accomplishes the same.
- j. Emergency vehicle and non-motorized public access easement(s) between Pittsburg Road and Emerald Loop.

4. Prior to any construction or development of the subject property (phase):

- a. Performance guarantees (e.g., performance bond) as approved by City Engineering shall be required for storm drainage systems, grading and erosion control. In addition, engineering/construction plans shall be approved.
 - b. Access roads used during the construction process shall be identified and signed per the Fire District's standards subject to Fire Marshall review and approval.
- 5. After completion of construction and City approval, all public improvements shall be guaranteed (e.g., warranty bond) for at least two years as to workmanship in a form and value as required by City Engineering.
 - 6. Buildings accessed by private streets/driveways, or on flag lots shall be built per OAR 918-480-0125 as determined on a case-by-case basis by the Building Official and Fire Marshall. Water meter shall be appropriately sized for the type of fire suppression system used.
 - 7. Temporary connection for existing dwellings whose sub-surface (septic) systems would be impacted by this proposal shall be kept to an absolute minimum duration before connection to sanitary sewer main. As such, for phases 2 and 3, as applicable the public sanitary sewer line shall be installed, tested, approved and accepted with the respective dwelling connected prior to any impacts to the septic systems that would make the septic system inoperable.
 - 8. Once existing dwellings are connected to the Sanitary Sewer main as a result of this subdivision, Certification of existing tank and/or system abandonment shall be provided to the County.
 - 9. Curb/sidewalk shall be completed and street trees will be required along all local streets as lots are developed.

10. As a condition of development of each Lot, in addition to the required street tree, at least one additional tree shall be planted within the lot in a location approved by the city. Tree species subject to City approval; willows, poplars and cottonwoods are prohibited. Trees shall be at least 2" diameter at breast height.
11. This preliminary plat subdivision is valid under the R5 zoning district only, as per Ordinance No. 3213, as amended. For example, return to R7 zoning shall void this approval.
12. Direct non-emergency vehicular access from Pittsburg Road or N. Vernonia Road shall be prohibited.
13. All new utilities shall be underground pursuant to SHMC 17.152.120.
14. Owner/Developer shall be solely responsible for obtaining all approvals, permits, licenses, and authorizations from the responsible Federal, State and local authorities, or other entities, necessary to perform land clearing, construction and improvement of the subject property in the location and manner contemplated by Owner/Developer. City has no duty, responsibility or liability for requesting, obtaining, ensuring, or verifying Owner/Developer compliance with the applicable State and Federal agency permit or other approval requirements. This land use approval shall not be interpreted as a waiver, modification, or grant of any State or Federal agency or other permits or authorizations.
15. Owner/applicant is still responsible to comply with the City Development Code (SHMC Title 17).



Al Petersen, Chairman, Planning Commission



Date

City of St. Helens Application for Appeal of Land Use Decision

PLEASE PRINT ♦ COMPLETE ALL BOXES ♦ USE ADDITIONAL PAPER IF NEEDED

Appellant Name(s): <i>Johnnie Chambers</i>	File Number of Land Use Decision being Appealed: <i>Plot Sub-2-17 EMERALD MEADOWS Sub Division</i>
Appellant Mailing Address: <i>550 Hillcrest Rd. SE. Helens, OR. 97051</i>	
Appellant Telephone No.: <i>503 396-0674</i>	Appellant E-mail Address: <i>Jchambers4@hotmail.com</i>

APPEAL INFORMATION

Subject Property Assessor's Map & Tax Lot No.: <i>4N1W-SBC-7500 AND 8400 AND 4N1W-SBD-9100</i>	Subject Property Site Address: <small>Street name if # not assigned</small> <i>S.W. Quadrant of Pittsburg Rd. AND N. Vermont Intersection</i>
Type of Land Use Decision being Appealed:	
Statement as to how appellant qualifies to appeal (pursuant to Development Code): <i>Property owner Hillcrest Rd. Present at Planning Committee meeting 5/9/17</i> <i>★ 17.24.290(2)(a) - attended PC meeting</i>	
Grounds for Appeal: <small>Include <u>specific</u> reference(s) to Development Code and/or Comprehensive Plan provisions which form the basis for the appeal.</small> <i>FIRE CODE ORD 106, ORD 103, ORD 107, ORD 102 DOES NOT MEET BUILDING OR STATE FIRE CODE 17.152 (4) DOES NOT MEET ON STREET PARKING NEEDS, PUBLIC SAFETY OR SAFETY NEEDS OF PEDESTRIAN OR CYCLIST. DOES NOT MEET NEEDS OF EMERGENCY VEHICLE ACCESS INSUFFICIENT NETWORK CONNECTIVITY OF STREETS - CU) DE SAC TO SMALL 17.152 .090 SANITARY SEWERS - POTENTIAL PROBLEMS WITH HILLCREST RD PROPERTIES NOT PROPERLY BEING PLANNED FOR 17.132 TREE REMOVAL ALSO NEEDED MATHEAS STATED, IS NOT BASED ON ANY FACTS</i>	

17.136 .060 (3) Through Lots
Johnnie Chambers
Appellant(s) Signature

5/24/17
Date Signed

FOR OFFICE USE ONLY

Application Type: <i>Appeal</i>	Fee Amount Paid: <i>\$518</i>
Date Received: <i>MAY 24, 2017.</i>	Receipt No.: <i>01449104</i>
Date Accepted as Complete: <i>" "</i>	File No.: <i>AP-1.17</i>

EMERALD MEADOWS SUBDIVISION
A PHASED PROPOSED PRELIMINARY PLAT
SUBDIVISION

PROPERTY INFO
MAPNO & ASSESSORS NO: 02-01 2 4105-000-00101
ZONE: R-5
ADDRESS: 35090 PITTSBURG ROAD
PROJECT AREA: 12.58 ACRES
PARENT PARCELS:
TAX LOT 7500: 5.31 ACRES
TAX LOT 8400: 4.97 ACRES
TAX LOT 9100: 2.30 ACRES

OWNER
WAYNE WEIGANDT
310 RIVERSIDE DRIVE
ST HELENS OR 97051
503-396-0065
weigandt@opusnet.com

CIVIL ENGINEER & APPLICANT:
KESSI ENGINEERING & CONSULTING
JAMES KESSI, PE
6400 NE HWY 99 #G169
VANCOUVER, WA 98665
(360) 991-9300
james.kessi@gmail.com

SURVEYOR:
Johnson Land Surveying, Inc.
Robert Alan Johnson PLS
jsurvey@frontier.com
jlsurvey.com
503-407-9966

KESSI ENGINEERING



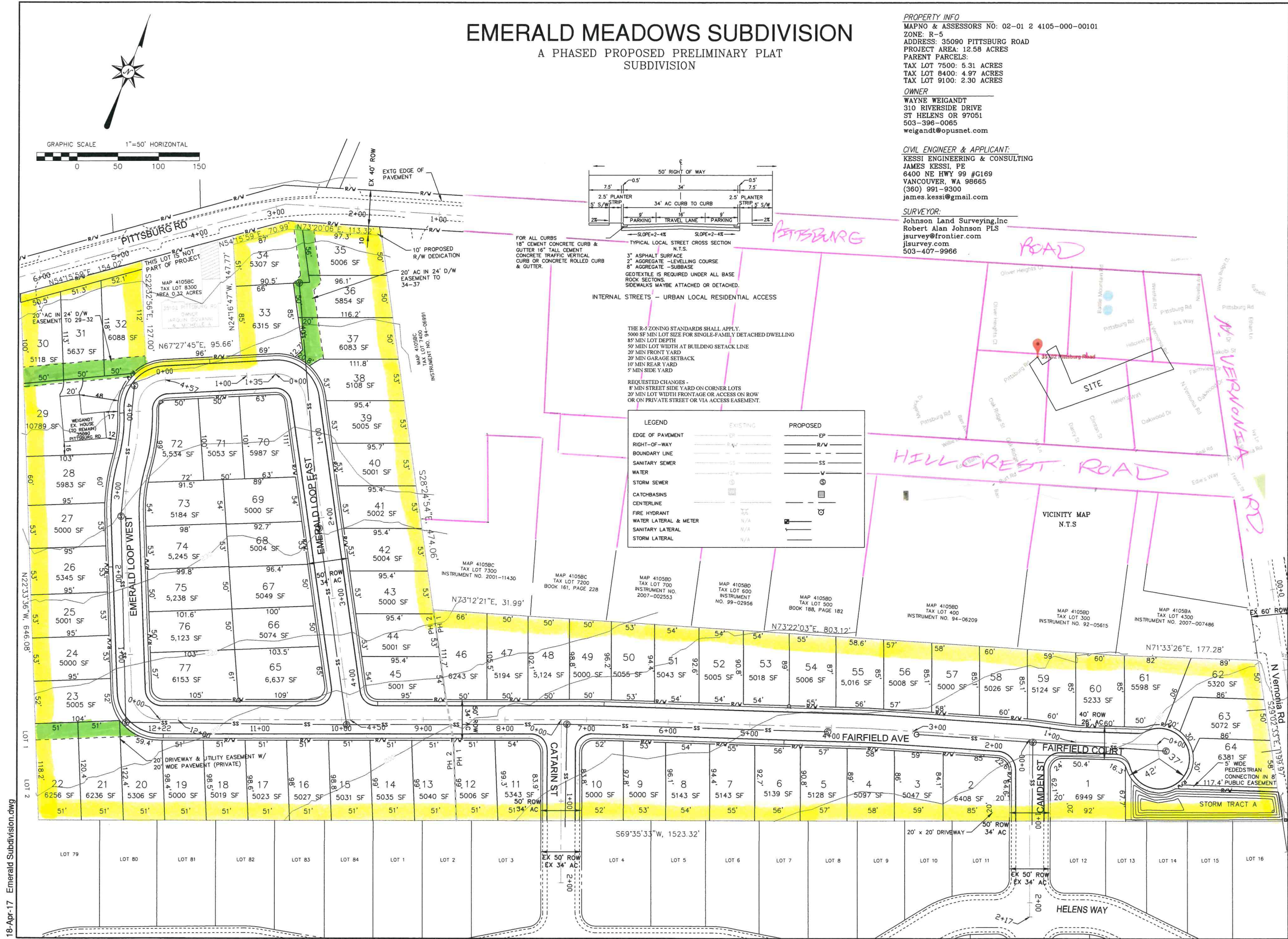
REVISIONS

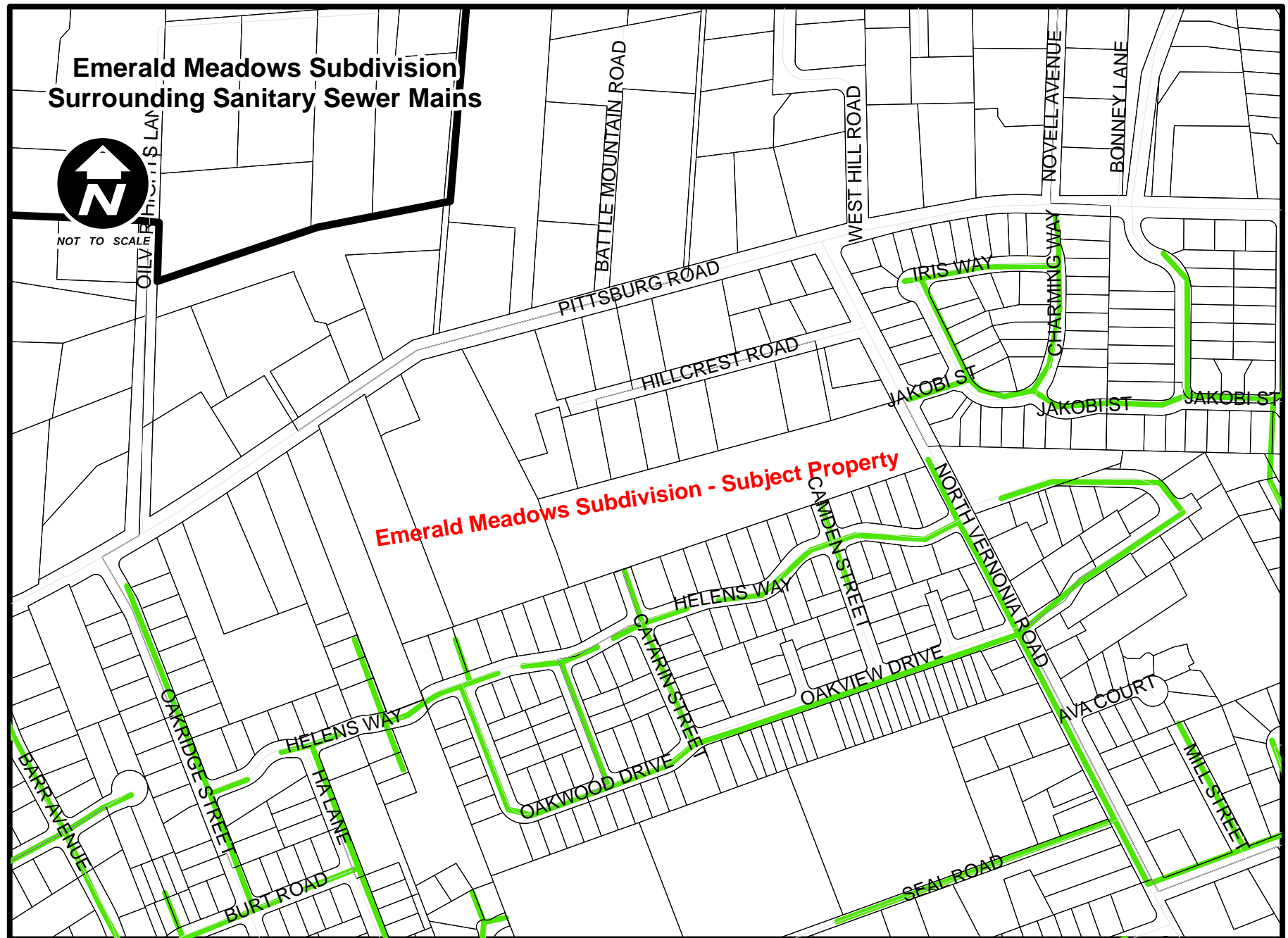
NO.	DATE	BY	DESCRIPTION
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2			
3			
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5			

PROJECT #131
DATE: 18 APR 2017

EMERALD MEADOWS SUBDIVISION
PRELIMINARY PLAT
PLAN



EM 1





CPZA.1.16 AERIAL PHOTO

Legend

-  City Limits
-  Subject Property

Aerial photo from 2009



EMERALD MEADOWS SUBDIVISION

A PHASED PROPOSED PRELIMINARY PLAT
SUBDIVISION

PROPERTY INFO

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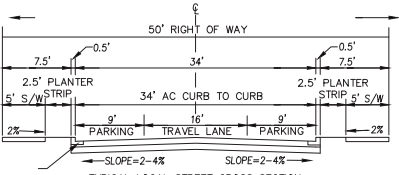
WAYNE WEIGANDT
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CIVIL ENGINEER & APPLICANT:

KESSI ENGINEERING & CONSULTING
JAMES KESSI, PE
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SURVEYOR:

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Robert Alan Johnson PLS
jsurvey@frontier.com
jlsurvey.com
503-407-9966



FOR ALL CURBS
18" CEMENT CONCRETE CURB &
GUTTER 16" TALL CEMENT
CONCRETE TRAFFIC VERTICAL
CURB OR CONCRETE ROLLED CURB
& GUTTER.

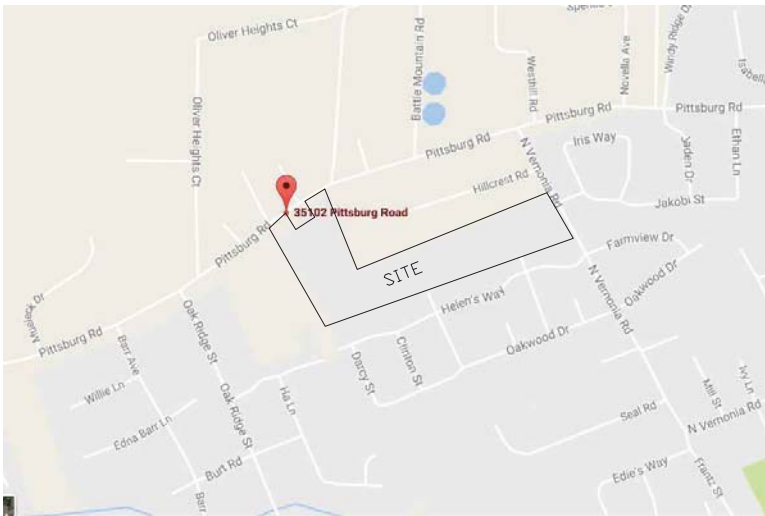
3" ASPHALT SURFACE
2" AGGREGATE -LEVELLING COURSE
8" AGGREGATE -SUBBASE
GEOTEXTILE IS REQUIRED UNDER ALL BASE
ROCK SECTIONS
SIDEWALKS MAYBE ATTACHED OR DETACHED.

INTERNAL STREETS - URBAN LOCAL RESIDENTIAL ACCESS

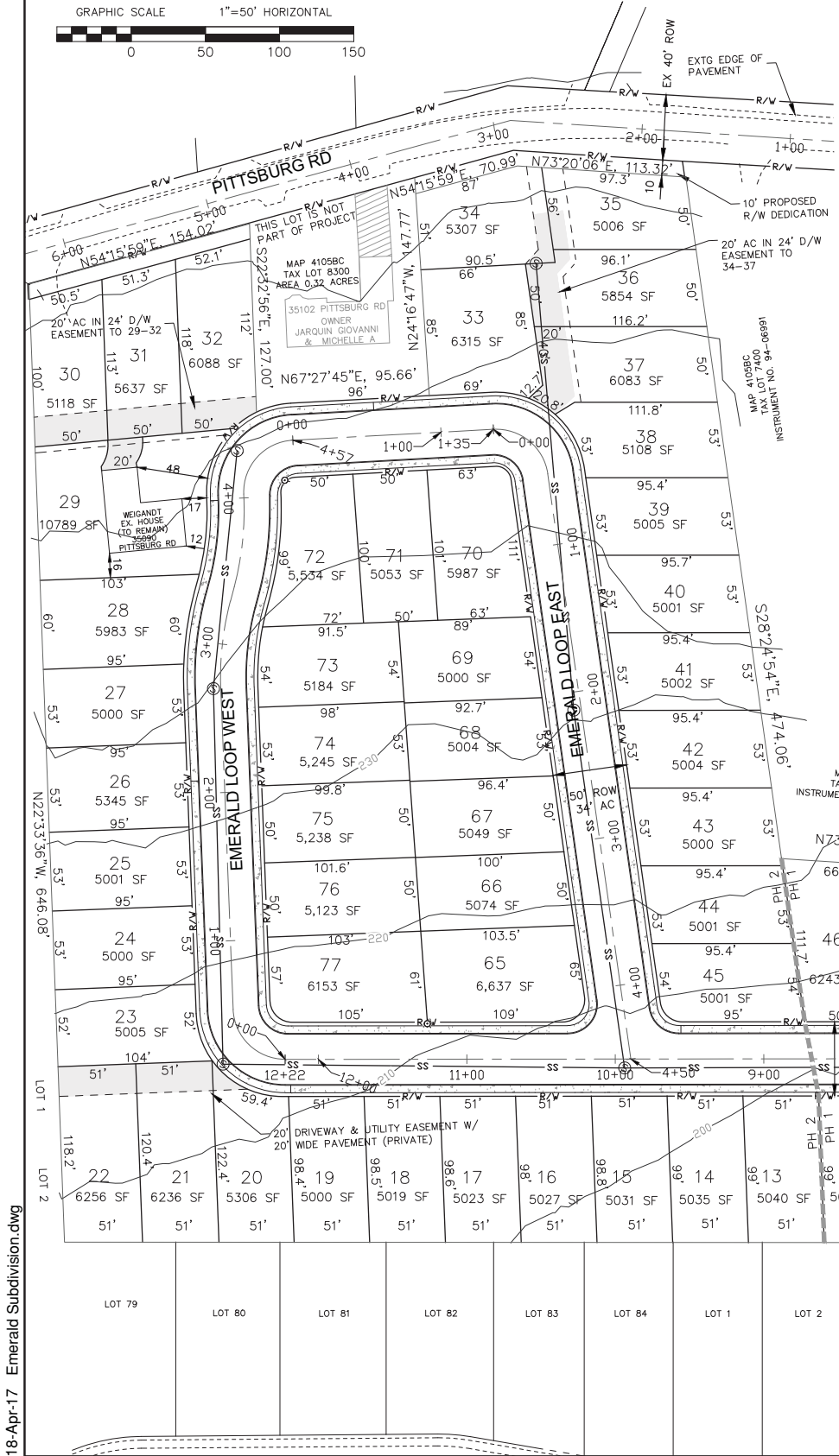
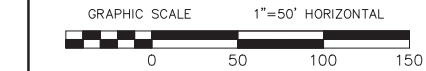
THE R-5 ZONING STANDARDS SHALL APPLY:
5000 SF MIN LOT SIZE FOR SINGLE-FAMILY DETACHED DWELLING
85' MIN LOT DEPTH
50' MIN LOT WIDTH AT BUILDING SETBACK LINE
20' MIN FRONT YARD
20' MIN GARAGE SETBACK
10' MIN REAR YARD
5' MIN SIDE YARD

REQUESTED CHANGES -
8' MIN STREET SIDE YARD ON CORNER LOTS
20' MIN LOT WIDTH FRONTAGE OR ACCESS ON ROW
OR ON PRIVATE STREET OR VIA ACCESS EASEMENT.

LEGEND	EXISTING	PROPOSED
EDGE OF PAVEMENT	EP	EP
RIGHT-OF-WAY	R/W	R/W
BOUNDARY LINE	---	---
SANITARY SEWER	SS	SS
WATER	12" W	W
STORM SEWER	S	S
CATCHBASINS		
CENTERLINE		
FIRE HYDRANT		
WATER LATERAL & METER	N/A	
SANITARY LATERAL	N/A	
STORM LATERAL	N/A	



VICINITY MAP
N.T.S



KESSI ENGINEERING



CONSULTING
PLANNING
CIVIL ENGINEERING
PROJECT MANAGEMENT

KESSI
ENGINEERING

6400 NE HWY 99 #G-169 VANCOUVER, WA 98665
Email: info@kessiengineering.com
www.kessiengineering.com

REVISIONS

DRAWN BY:	1
S.P.	2
DESIGNED BY:	3
J.K.	4
CHECKED BY:	5
J.K.	

PRELIMINARY

DATE: 18 APR 2017

EMERALD MEADOWS SUBDIVISION

PRELIMINARY PLAT
PLAN

EM 1

EMERALD MEADOWS SUBDIVISION

A PHASED PROPOSED PRELIMINARY PLAT
SUBDIVISION

PROPERTY INFO

MAPNO & ASSESSORS NO: 02-01 2 4105-000-00101
ZONE: CURRENTLY ZONED
ADDRESS: 35090 PITTSBURG ROAD
PROJECT AREA: 12.58 ACRES
PARENT PARCELS:
TAX LOT 7500: 5.31 ACRES
TAX LOT 8400: 4.97 ACRES
TAX LOT 9100: 2.30 ACRES

OWNER

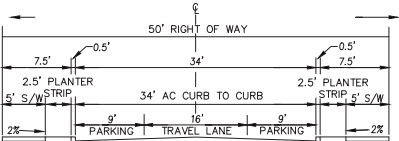
WAYNE WEIGANDT
310 RIVERSIDE DRIVE
ST HELENS OR 97051
503-396-0065
weigandt@opusnet.com

CIVIL ENGINEER & APPLICANT:

KESSI ENGINEERING & CONSULTING
JAMES KESSI, PE
6400 NE HWY 99 #G169
VANCOUVER, WA 98665
(360) 991-9300
james.kessi@gmail.com

SURVEYOR:

Johnson Land Surveying, Inc
Robert Alan Johnson PLS
jsurvey@frontier.com
jlsurvey.com
503-407-9966



FOR ALL CURBS
18" CEMENT CONCRETE CURB &
GUTTER 16" TALL CEMENT
CONCRETE TRAFFIC VERTICAL
CURB OR CONCRETE ROLLED CURB
& GUTTER.

INTERNAL STREETS - URBAN LOCAL RESIDENTIAL ACCESS

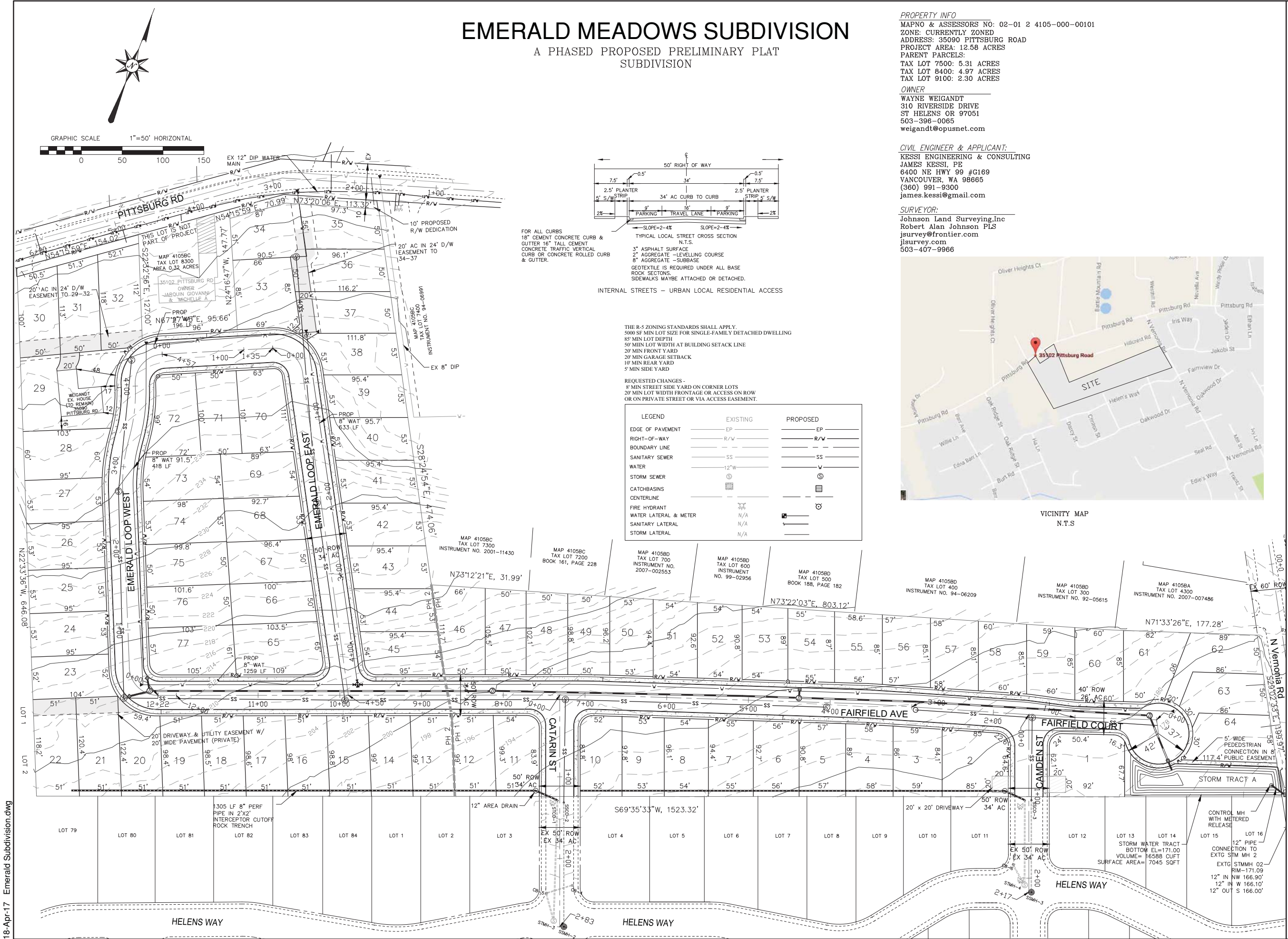
THE R-5 ZONING STANDARDS SHALL APPLY:
5000 SF MIN LOT SIZE FOR SINGLE-FAMILY DETACHED DWELLING
85' MIN LOT DEPTH
50' MIN LOT WIDTH AT BUILDING SETBACK LINE
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10' MIN REAR YARD
5' MIN SIDE YARD

REQUESTED CHANGES -
8' MIN STREET SIDE YARD ON CORNER LOTS
20' MIN LOT WIDTH FRONTAGE OR ACCESS ON ROW
OR ON PRIVATE STREET OR VIA ACCESS EASEMENT.

LEGEND	EXISTING	PROPOSED
EDGE OF PAVEMENT	EP	EP
RIGHT-OF-WAY	R/W	R/W
BOUNDARY LINE		
SANITARY SEWER	SS	SS
WATER	12"W	12"W
STORM SEWER		
CATCHBASINS		
CENTERLINE		
FIRE HYDRANT		
WATER LATERAL & METER	N/A	
SANITARY LATERAL	N/A	
STORM LATERAL	N/A	



VICINITY MAP
N.T.S.



KESSI ENGINEERING



CONSULTING
PLANNING
CIVIL ENGINEERING
PROJECT MANAGEMENT

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www.kessiconsulting.com

REVISIONS

DRAWN BY:	DESIGNED BY:	CHECKED BY:
S.P.	J.K.	J.K.

PRELIMINARY

PROJECT #131
DATE: 18 APR 2017

EMERALD MEADOWS SUBDIVISION
PRELIMINARY
UTILITY PLAN

EM 4



LEGEND

FOUND SURVEY MONUMENT
CONTROL POINT W/ELEVATION
PIPE INVERT ELEVATION
GUY POLE
UTILITY POLE
GUY WIRE ANCHOR
ELECTRIC METER
ELECTRIC RISER
SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
STORM OR SANITARY CLEANOUT
CATCH BASIN
WATER VALVE
WATER METER
WATER BLOWOFF
FIRE HYDRANT
WATER MANHOLE
GAS VALVE
GAS METER
GAS RISER
GAS AND ELECTRIC RISERS
COMMUNICATIONS RISER
MAILBOX
ASPHALT

DECIDUOUS TREE W/DIAMETER
AND CANOPY
EVERGREEN TREE W/DIAMETER
AND CANOPY
CONCRETE
PROPERTY LINE
ADJACENT PROPERTY LINE
CENTERLINE OF RIGHT-OF-WAY
APPROXIMATE BUILDING LINE
WOOD FENCE
CHAIN LINK FENCE
WIRE FENCE
COMMUNICATIONS (US WEST, QWEST)
TONE MARKS
ELECTRIC LINE TONE MARKS
GAS LINE TONE MARKS
JOINT TRENCH, PRIVATE POWER
AND COMMUNICATIONS
OVERHEAD SERVICE LINES
WATER LINE TONE WITH PIPE DIA.

SSMH-1 SANITARY MANHOLE
CENTER W RIM ELEV 163.40'
8'+/- IN N, IE 156.4'+/-
8'+/- IN W, IE 156.3'+/-
8'+/- OUT S, IE 156.3'+/-
SSMH-2 SANITARY MANHOLE
CENTER NE RIM ELEV 180.51'
8'+/- IN N, IE 167.8'+/-
SSMH-3 SANITARY MANHOLE
CENTER NE RIM ELEV 169.79'
8'+/- IN N, IE 159.5'+/-
STMH-1 STORM MANHOLE
CENTER N RIM ELEV 183.84'
12'+/- IN NW, IE 177.3'+/-
10'+/- IN N, IE 179.8'+/-
12'+/- OUT E, IE 177.2'+/-
STMH-2 STORM MANHOLE
CENTER S RIM ELEV 171.09'
12'+/- IN NW, IE 166.9'+/-
12'+/- IN W, IE 166.1'+/-
12'+/- OUT S, IE 166.0'+/-
STMH-3 STORM MANHOLE
CENTER SE RIM ELEV 181.23'
12'+/- IN N, IE 170.4'+/-

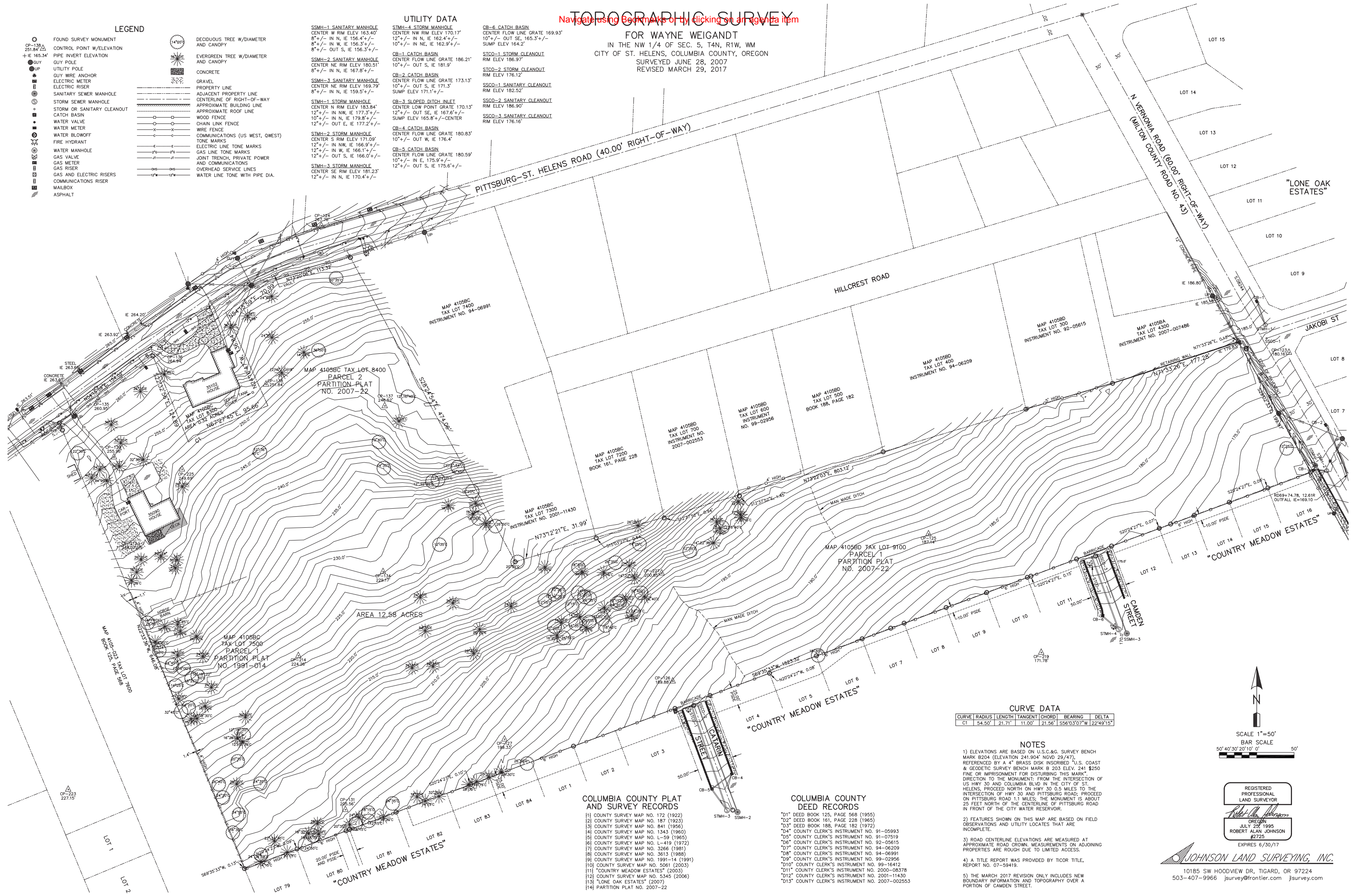
UTILITY DATA

STMH-4 STORM MANHOLE
CENTER NW RIM ELEV 170.17'
12'+/- IN N, IE 162.4'+/-
10'+/- IN NE, IE 162.9'+/-
CB-1 CATCH BASIN
CENTER FLOW LINE GRATE 186.21'
10'+/- OUT S, IE 181.9'
SUMP ELEV 171.1'+/-
CB-2 CATCH BASIN
CENTER FLOW LINE GRATE 173.13'
10'+/- OUT S, IE 171.3'
SUMP ELEV 171.1'+/-
CB-3 SLOPED DITCH INLET
CENTER LOW POINT GRATE 170.13'
12'+/- OUT SE, IE 167.6'+/-
SUMP ELEV 165.8'+/-CENTER
CB-4 CATCH BASIN
CENTER FLOW LINE GRATE 180.83'
10'+/- OUT W, IE 176.4'
CB-5 CATCH BASIN
CENTER FLOW LINE GRATE 180.59'
10'+/- IN E, IE 175.9'+/-
12'+/- OUT S, IE 175.6'+/-

CB-6 CATCH BASIN
CENTER FLOW LINE GRATE 169.93'
10'+/- OUT SE, IE 165.3'+/-
SUMP ELEV 164.2'
STCO-1 STORM CLEANOUT
RIM ELEV 186.97'
STCO-2 STORM CLEANOUT
RIM ELEV 176.12'
SSCO-1 SANITARY CLEANOUT
RIM ELEV 182.52'
SSCO-2 SANITARY CLEANOUT
RIM ELEV 186.90'
SSCO-3 SANITARY CLEANOUT
RIM ELEV 176.16'

TOPOGRAPHIC SURVEY

FOR WAYNE WEIGANDT
IN THE NW 1/4 OF SEC. 5, T4N, R1W, WM
CITY OF ST. HELENS, COLUMBIA COUNTY, OREGON
SURVEYED JUNE 28, 2007
REVISED MARCH 29, 2017

COLUMBIA COUNTY PLAT
AND SURVEY RECORDS

- [1] COUNTY SURVEY MAP NO. 172 (1922)
- [2] COUNTY SURVEY MAP NO. 187 (1923)
- [3] COUNTY SURVEY MAP NO. 841 (1956)
- [4] COUNTY SURVEY MAP NO. 1343 (1960)
- [5] COUNTY SURVEY MAP NO. L-59 (1965)
- [6] COUNTY SURVEY MAP NO. L-419 (1972)
- [7] COUNTY SURVEY MAP NO. 3266 (1981)
- [8] COUNTY SURVEY MAP NO. 3613 (1985)
- [9] COUNTY SURVEY MAP NO. 1991-14 (1991)
- [10] COUNTY SURVEY MAP NO. 5061 (2003)
- [11] "COUNTRY MEADOW ESTATES" (2003)
- [12] COUNTY SURVEY MAP NO. 5345 (2006)
- [13] "LONE OAK ESTATES" (2007)
- [14] PARTITION PLAT NO. 2007-22

COLUMBIA COUNTY
DEED RECORDS

- "D1" DEED BOOK 125, PAGE 568 (1955)
- "D2" DEED BOOK 161, PAGE 228 (1965)
- "D3" DEED BOOK 188, PAGE 182 (1972)
- "D4" COUNTY CLERK'S INSTRUMENT NO. 91-05993
- "D5" COUNTY CLERK'S INSTRUMENT NO. 91-07519
- "D6" COUNTY CLERK'S INSTRUMENT NO. 92-05615
- "D7" COUNTY CLERK'S INSTRUMENT NO. 94-06209
- "D8" COUNTY CLERK'S INSTRUMENT NO. 94-06991
- "D9" COUNTY CLERK'S INSTRUMENT NO. 99-02956
- "D10" COUNTY CLERK'S INSTRUMENT NO. 99-16412
- "D11" COUNTY CLERK'S INSTRUMENT NO. 2000-08378
- "D12" COUNTY CLERK'S INSTRUMENT NO. 2001-11430
- "D13" COUNTY CLERK'S INSTRUMENT NO. 2007-002553

CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	54.50'	21.71'	11.00'	21.56'	S56°03'07"W	22°49'15"

NOTES

- ELEVATIONS ARE BASED ON U.S.C.&G. SURVEY BENCH MARK B204 (ELEVATION 241.904' NGVD 29/47), REFERENCED BY A 4" BRASS DISK INSCRIBED "U.S. COAST & GEODETIC SURVEY BENCH MARK B 203 ELEV. 241 \$250 FINE OR IMPRISONMENT FOR DISTURBING THIS MARK". DIRECTION TO THE MONUMENT: FROM THE INTERSECTION OF US HWY 30 AND COLUMBIA BLVD IN THE CITY OF ST. HELENS, PROCEED NORTH ON HWY 30 0.5 MILES TO THE INTERSECTION OF HWY 30 AND PITTSBURG ROAD; PROCEED ON PITTSBURG ROAD 1.1 MILES; THE MONUMENT IS ABOUT 25 FEET NORTH OF THE CENTERLINE OF PITTSBURG ROAD IN FRONT OF THE CITY WATER RESERVOIR.
- FEATURES SHOWN ON THIS MAP ARE BASED ON FIELD OBSERVATIONS AND UTILITY LOCATES THAT ARE INCOMPLETE.
- ROAD CENTERLINE ELEVATIONS ARE MEASURED AT APPROXIMATE ROAD CROWN. MEASUREMENTS ON ADJOINING PROPERTIES ARE ROUGH DUE TO LIMITED ACCESS.
- A TITLE REPORT WAS PROVIDED BY TICOR TITLE, REPORT NO. 07-59419.
- THE MARCH 2017 REVISION ONLY INCLUDES NEW BOUNDARY INFORMATION AND TOPOGRAPHY OVER A PORTION OF CAMDEN STREET.

SCALE 1"=50'
BAR SCALE
50' 40' 30' 20' 10' 0'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

ROBERT ALAN JOHNSON
#2725

EXPIRES 6/30/17

JOHNSON LAND SURVEYING, INC.

10185 SW HOODVIEW DR, TIGARD, OR 97224
503-407-9966 jsurvey@frontier.com jlsurvey.com

EMERALD MEADOWS SUBDIVISION

AN APPLICATION NARRATIVE AND A SUBMITTAL FOR PRELIMINARY SUBDIVISION PLAT OF A 77 LOT SUBDIVISION IN THE CITY OF ST. HELENS, OREGON

APPLICANT'S REPRESENTATIVE:

Kessi Engineering & Consulting

Attn: James Kessi

6400 NE Hwy 99 #G169

VANCOUVER, WA 98665

PHONE 360-991-9300

james.kessi@gmail.com

DEVELOPER:

Wayne Weigandt

310 Riverside Drive

Saint Helens, OR 97051

503-396-0065

weigandt@opusnet.com

EMERALD MEADOWS

GENERAL PROPERTY INFORMATION:

Site Size = 12.58 Acres

Parcel Zone R-5

General Project Location -The subject site fronts on Pittsburg Road (County Road "I") and Vernonia Road.

Description of Proposal

Emerald Meadows is a proposed up to three phase 77-lot subdivision that has been designed and will be constructed as per the requirements of all applicable jurisdictions. Phase 1 shall include Lots #1-12 and #46-64, phase 2 shall include lots #13-24, 44, 45, 65, 66, 76, 77, and phase 3 shall include #25-43 and #67-75. The subject site consists of approximately 12.58 acres which was recently approved for a zone change from R-7 to R-5.

One of the existing homes was previously partitioned out and is not part of the subdivision and is owned by others. The other existing home 35090 Pittsburg will remain on lot 29. The remaining acreage will be divided into 76 lots. The applicant requests approval of the proposed subdivision.

The subject site maintains approximately 340 feet of frontage on Pittsburg Road and approximately 200 feet of frontage on N Vernonia Road. No street connections to either is proposed to minimize impacts to those busy roads. The applicant has proposed two points of access. Both of these points will be from the south at Camden Street and Catarin Street both 34-foot wide paved roads that were previously stubbed to the property line as part of the Country Meadow Development. Any offsite improvements that are necessary to offset impacts generated by the increased number of trips produced by the Emerald Meadows Subdivision. Please see attached traffic report.

There are two proposed internal street sections within the Emerald Meadows Subdivision. The internal street (Fairfield Road) and Emerald Loop will both maintain a 50-foot right of way width with a 34-foot paved surface as noted on the preliminary subdivision plan. The other short internal street, Fairfield Court will meet the Skinny Street Standards with a 40 foot right of way and 26 foot paved street. All streets will have curb and attached sidewalk along both sides. The proposed public roadways have been designed to meet City of St. Helens Engineering standards.

Public sanitary sewer and water service will be provided to the proposed Subdivision via underground pipes to be extended from the neighboring Country Meadow Subdivisions through the site.

Proposed Stormwater Facilities

A storm drainage collection and conveyance system will be constructed within the Subdivision to convey runoff to the stormwater treatment and outfall facilities. Collection and conveyance of runoff will be through curb inlets and storm main systems. Stormwater from impervious vehicle surfaces will be captured, and routed via underground storm pipe to a wet pond located in the southeast corner of the site. Stormwater will be treated and detained before being released through a storm main system to the neighboring Country Meadow stormwater system. Flows will eventually drain into the local creek. Necessary improvements (if any) to this off-site system will be determined in the engineering phase upon preparation of a downstream analysis from the site to the creek. Roof drains and surface water will be collected and directed to the stormwater system where practical which will in effect reduce the net flows from the property toward adjacent neighbors to the south. Cutoff ditches will also be used to intercept water before flowing off site and route it to the proposed stormwater facilities.

As previously stated, Emerald Meadows has been designed and will be constructed to meet the requirements of all applicable jurisdictions and departments, no variation from these standards has been proposed.

Subdivision Approval Criteria

17.136.050 Phased Development.

(2). The criteria for approving a phased site development review proposal are:

(a). The public facilities shall be scheduled to be constructed in conjunction with or prior to each phase to ensure provision of public facilities prior to building occupancy;

RESPONSE: All public facilities will be scheduled for construction with or prior to each phase as required.

(b). The development and occupancy of any phase shall not be dependant on the use of temporary public facilities

(i) . For purposes of this subsection a temporary public facility is an interim facility not constructed to applicable city or district standard;

RESPONSE: The two existing houses may need to be temporarily connected to public services during construction until permanent facilities come on line and then the houses will be permanently connected to approved public services. All phases will meet City phasing requirements.

(c). The phased development shall not result in requiring the city or other property owners to construct public facilities that were required as part of the approval of the preliminary plat;

RESPONSE: No public facilities will be required to be constructed by the city or property owners that are requirements for preliminary plat approval.

(d). Public facilities approved as conditions of approval must be bonded.

RESPONSE: Any public facilities approved as conditions of approval will be bonded.

17.136.060 Approval Standards: Preliminary Plat.

(1). The Planning Commission may approve, approve with conditions or deny a preliminary plat based on the following approval criteria:

(a). The proposed preliminary plat complies with the City's comprehensive plan, the applicable sections of this Code and other applicable ordinances and regulations:

RESPONSE: The enclosed preliminary plat has been designed to comply with the applicable requirements of this Code. The materials provided within this application submittal demonstrate compliance with these requirements. The requirements of the Comprehensive Plan are addressed by the City's adopted Code. Fulfillment of the requirements of this Code serves as evidence of compliance with the City's Comprehensive Plan. Evidence of compliance with Oregon Department of Transportation (ODOT), Department of Environmental Quality (DEQ), and Division of State Lands (DSL) regulations has been provided in attached application materials or will be provided as obtained. Discussion of compliance with individual regulations is outlined under the following discussion of applicable code sections.

(b). The proposed plat name is not duplicative or otherwise satisfies the provisions of ORS Chapter 921.090W;

RESPONSE: Emerald Meadows is the proposed subdivision plat name. The County Surveyor has stated to the applicant that the proposed plat name will be reviewed upon submittal of the Final Plat. If this plat name is not consistent with County Surveyor requirements, then the plat name will be modified.

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

RESPONSE: The enclosed street plan has been laid out taking into consideration the location and width of existing street stubs located adjacent or contiguous to the subject site as shown on the preliminary engineering plans. There are no proposed roads located on site that are identified on the City's Transportation Plan.

Pittsburg Road The east/west frontage street is Pittsburg Road which runs across the northern boundary. Pittsburg Road is classified as a Collector Road and will ultimately have a 60-foot right-of-way (ROW) with a 20-foot half width paved surface and an attached 6-foot sidewalk.

N Vernonia Road The north/south frontage street is N Vernonia Road which runs across the eastern boundary. Vernonia Road is classified as a Collector Road and will ultimately have a 60-foot right of way (ROW) with and an attached 6-foot sidewalk. Frontage improvements will be provided with the final engineering plans.

Fairfield Street, Catarin St, Camden St, and Emerald Loop - will maintain a 50-foot right of way with a 34-foot paved surface. The street is designed as a residential access through street with less than 500 ADT. The proposed public right of way width has been designed to meet City of St. Helens Engineering standards of 40-50 feet as set forth in the St. Helens City Code. The standard roadway width for a residential access street is 26-34 feet. The applicant is proposing a 34-feet in order to accommodate two 10-foot travel lanes as well as parking on both sides of the street. This increase in roadway width improvement will increase public safety while providing improved cross circulation through the proposed development. Catarin St, Camden St both provide a connection to the neighboring Country Meadow Subdivision.

Fairfield Court – is proposed as a short internal dead end street, will meet the Skinny Street Standards with a 40 foot right of way and 26 foot paved street.

(d). An explanation has been provided for all common improvements.

RESPONSE: All proposed streets are public and will be located within a public ROW. Interior public streets have been designed to provide direct access to individual lots within the development as well as provide adequate vehicular and pedestrian circulation for the community.

Public utilities will be located within the public ROW. All utilities have been designed to comply with City of St. Helens Engineering Standards. Stormwater improvements have been designed to treat runoff from pervious areas created with this project. Treated water will then be released into the existing storm system located at the southeastern corner of the site which will flow into the Country Meadow Subdivision.

Applicable Code Sections

Moderate Residential Zone: R-5.

A. *Purpose: The R-5 Zone is intended to provide minimum development standards for residential purposes and to establish urban moderate density residential home sites.*

RESPONSE: The entire subdivision is located within the newly rezoned R-5 area. All of the lots are intended for flexibility in regards to single or multi-family home construction. All lots have been designed to comply with the requirements of the R-5 zone or to comply with modifications

allowed.

RESPONSE: All lots are intended for the construction of residential dwellings, as permitted outright in the R-5 zone.

(4) Standards. In the R-5 zone, the following standards shall apply:

(a) For dwellings the minimum lot size shall be 5,000 square feet for the single-dwelling unit, detached and 5,800 square feet for a duplex dwelling structure and 2,500 square feet for each single-dwelling unit, attached (maximum of five units together). For multidwelling units, use duplex size as base plus 2,500 square feet for each multidwelling unit thereafter.

(b) The maximum building height shall be 35 feet except as required in SHMC [17.68.040](#).

(c) The minimum lot width at the building line and street shall be 50 feet for detached units. For duplex structures the width shall be a minimum of 58 feet and for attached single-dwelling units the width shall be at least 25 feet wide each. See SHMC [17.64.030](#) for multidwelling units. For flag lots the width at the street shall be a minimum of 20 feet.

(d) The minimum lot width at the street on an approved cul-de-sac shall be 30 feet.

(e) The minimum lot depth shall be 85 feet.

(f) The minimum front yard shall be 20 feet; see SHMC [17.64.020](#).

(g) No side yard shall be less than five feet wide for single-dwelling, detached, duplexes and single-dwelling, attached structures and 10 feet for multidwelling structures (see SHMC [17.64.030](#) for multidwelling units). Corner lots shall have a minimum side yard setback of 10 feet on the flanking street.

(h) The minimum rear yard depth shall be 10 feet. (See SHMC [17.64.030](#) on multidwelling units.)

(i) The minimum front and side yards or other setbacks as stated herein shall be increased where such yard or setbacks abut a street having insufficient right-of-way widths to serve the area; in such cases, the planning commission shall determine the necessary setback requirements.

(j) Buildings and structures shall not occupy more than 35 percent of the lot area except for single attached and multidwelling units, which can be up to 50 percent.

(k) No lot shall have more than one principal building constructed thereon, except for multidwelling structures.

(l) Multidwellings shall be subject to the special standards of SHMC [17.64.030](#).

(m) The minimum landscaping for dwellings other than multidwellings shall be 25 percent of the lot area.

(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*.

(6) *Flag lots are possible in this zoning district. See SHMC [17.140.055](#). (Ord. 3144 § 2 (Att. A), 2011; Ord. 3032 § 1(4), 2007; Ord. 2875 § 1.080.070, 2003)*

17.44 Sensitive Lands

RESPONSE: As per the City of St. Helens information, there are no mapped wetland areas on the site.

17.48 Solar Access for New Development

(1) Purpose. The purpose of this section is to ensure that land is divided so that structures can be oriented to maximize solar access and to minimize shade on adjoining properties from structures and trees.

(2) Applicability. The solar design standard in subsection (3) of this section shall apply to applications for a development to create lots in all zones allowing single-dwelling units, detached and duplexes and to create lots for single-dwelling units, detached and duplex dwellings in all other residential zones, except to the extent the approval authority finds that the applicant has shown one or more of the conditions listed in subsections (4) and (5) of this section exist, and exemptions or adjustments provided for therein are warranted.

(3) Design Standard. At least 80 percent of the lots in a development subject to this section shall comply with one or more of the options in this section; provided, a development may, but is not required to, use the options in subsection (3)(b) or (c) to comply with this section.

(a) Basic Requirement (See Figure 9). A lot complies with this section if it:

- (i) Has a north-south dimension of 90 feet or more; and*
- (ii) Has a front lot line that is oriented within 30 degrees of a true east-west axis.*

RESPONSE: Due to slope topography and lot layout, at least 80% of the lots will comply under the basic requirement.

17.56.020 Density Calculation.

(1) Net development area, in acres, shall be determined by subtracting the following land area(s) from the gross acres, which is all of the land included in the legal description of the property:

(a) All sensitive land areas:

(i) Land within the 100-year floodplain;

(ii) Land or slopes exceeding 25 percent;

(iii) Drainageways;

(iv) Wetlands;

(v) Fish and wildlife habitats;

(vi) Archaeological sites;

(vii) Federal or state protected areas for listed threatened or endangered species; and

(viii) Designated open space and open space-design review areas;

RESPONSE: The subject site is not impacted by any sensitive lands.

(b) All land dedicated to the public for park purposes;

(c) All land dedicated for public right-of-way:

(i) Single-dwelling units: allocate 20 percent of gross acres for public facilities;
and

(ii) Multiple-dwelling units: allocate 15 percent of gross acres for public
facilities;

RESPONSE: The subject site's gross area is 12.58 acres. Actual measured Right of Way is 2.64 acres (20.9%). The subject site will have a net developable area of 9.71 acres.

(d). All land proposed for private streets; and

RESPONSE: No area has been set aside for private streets.

(e). A lot of at least the size required by the applicable base zoning district, if an existing dwelling is to remain on the site.

RESPONSE: The existing dwellings will remain and will exceed the minimum size requirements of the R-5 Zone.

(3). All density calculations shall comply with the provisions of SHMC 17.56.040, Residential Density Transition.

RESPONSE:

12.58 Acres gross area

Less: 2.64 Acres Right of Way

Less: 0.23 Acres Public Storm Tract

9.71 Acres net development area

7.9 Dwelling Units/Acre (5500+- sf average lot area)

8.5 Maximum Allowed Dwelling Units/Acre

82.9 units Max allowed single family detached units density
on site (77 proposed)

17.56.030 Transfer of Residential Density.

RESPONSE:No transfer of residential density has been requested.

17.56.040 Residential Density Transition.

RESPONSE:No transition of residential density has been requested.

17.80.030 Minimum Off-Street Parking Requirements

(1). Residential.

(i). Single dwelling units (attached or detached) 2 off street spaces for each dwelling unit.

RESPONSE:The proposed development is intended for the construction of detached single-family dwellings with two-car garages. A minimum of two off-street parking spaces will be available for each unit.

17.136 Land-Division- Subdivisions

RESPONSE: The material provided in this application demonstrates that the proposed subdivision complies with the applicable provisions of the Development Code and Comprehensive Plan. The material provided in this application will be reviewed for compliance as per the procedural requirements set forth by the City of St. Helens.

17.152 Street and Utility Improvement Standards

RESPONSE: Public streets and rights-of-way that meet the requirements of this section have been shown throughout the preliminary plan. The material enclosed within this application demonstrates that the proposed public street system will meet the requirements of this section. Prior to construction of the proposed public street system, plans will be reviewed and approved by City of St. Helens Engineering.

Proposed public utilities and their locations have been designed to meet the requirements of this section; required utility easements have been shown on the preliminary plan, the utility plan. Adequate public water, sewer, and storm water facilities have been demonstrated with this preliminary application. All utilities will be addressed during the engineering and construction phases. Engineering plans for all utilities will need to be reviewed and approved by all applicable jurisdictions prior to construction.

CONCLUSION:

The attached application materials include a preliminary plat and preliminary engineering, grading, sanitary, water, street, and storm plans, and a traffic impact analysis (TIA) report. These materials along with this narrative help demonstrate the proposed development's compliance or ability to comply with all applicable requirements of the City of St. Helens. Preliminary Plat approval subject to appropriate Conditions of Approval for the Emerald Meadows Subdivision will allow the parcel owner to develop this site at an allowed density under the applicable standards set forth by the City of St. Helens Community Development Code. Upon preliminary plat approval of this subdivision, final engineering construction plans will be submitted to the City of St. Helens Engineering Department for review and approval. During construction a Final Plat will be submitted to the Columbia County Survey Office and City of St. Helens Planning Department for review and approval. The materials provided in this application serve as evidence that the proposed development complies or can comply with all applicable standards. Approval of the proposed preliminary plat Subdivision Application is respectfully requested from the City of St. Helens.



EXECUTIVE SUMMARY

1. The proposed Emerald Meadows Estates will include the construction of a 78-lot subdivision located at 35090 Pittsburg Road in Saint Helens, Oregon. The project site is located north of Helens Way, south of Pittsburg Road, east of Oak Ridge Street, and west of N Vernonia Road.
2. In order to accommodate the expected density of the proposed development, a zone change and Comprehensive Plan amendment has been proposed for the properties which are currently zoned as *Moderate Residential* (R-7) to *General Residential* (R-5).
3. The trip generation calculations show that the proposed change in zoning could generate a net increase of 62 site trips during the morning peak hour and 83 site trips during the evening peak hour.
4. The trip generation calculations show that the proposed development of 78 single-family homes is projected to generate a total of 64 site trips during the morning peak hour and 84 site trips during the evening peak hour.
5. All study intersections are currently operating acceptably per City of Saint Helens and ODOT standards and are projected to continue operating acceptably upon build-out of the proposed development through year 2018.
6. The intersection of Columbia Boulevard at N Vernonia Road (Intersection #4) operates at LOS E under the 2031 planning year with the proposed zone change and does not meet the operational standard for all-way stop-controlled intersections as identified in the City's Transportation System Plan. By restriping the westbound approach to include a shared left-turn/through lane and a right-turn lane or by conditioning a trip cap of 92 evening peak hour site trips the intersection is projected to operate acceptably.
7. Upon the restriping of the westbound approach of Columbia Boulevard at N Vernonia Road (Intersection #4) or limiting development on the subject site with a trip cap, the intersection is projected to operate within acceptable capacity per City code by the 2031 planning horizon. The proposed zone change will not degrade the performance of any other existing or planned transportation facility below acceptable City or ODOT standards. Accordingly, the Transportation Planning Rule may be satisfied if the above mitigation is addressed upon development of the site.
8. No significant trends or crash patterns were identified at any of the study intersections and no specific safety mitigation is recommended.
9. Left-turn lane warrants are not projected to be met for any of the applicable study intersections under any of the analysis scenarios through the 2031 planning year. No new turn lanes are necessary or recommended.
10. Due to insufficient main and side-street traffic volumes, traffic signal warrants are not projected to be met for any of the unsignalized study intersections under any of the analysis scenarios.



**LANCASTER
ENGINEERING**

321 SW 4th Ave., Suite 400
Portland, OR 97204
phone: 503.248.0313
fax: 503.248.9251
lancasterengineering.com

May 9, 2017

Jacob A. Graichen, AICP
City of St. Helens
265 Strand Street
St. Helens, OR 97051

RE: *Emerald Meadows Subdivision, Subdivision Preliminary Plan SUB.2.17*
Response to Staff Report Regarding Street Stubs

Dear Mr. Graichen,

This letter is written in response to one item raised in the staff report for the subject application regarding the proposed internal street system within the subdivision. The subject is raised on page 11 of 18 in the staff report relative to section 17.136.060(1)(c) of the Municipal Code, which states:

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

Regarding this approval criterion, the Staff Report states:

The subdivision street layout connects with street stubs along the south edge, which is an obvious way to meet this standard. Another question for the Commission is should there be street stubs to the east or west to better facilitate division of adjacent and nearby lands? See CPZA1.16 aerial photo which shows the subject property and surrounding development and property lines.

The internal street system within the subdivision was designed to connect to the adjacent existing street system south of the site, as noted in the staff report. Street stubs to the east and to the west were intentionally not provided, as discussed below. The street system was carefully designed to maintain the function and safety of the public street system and to preserve the safety and livability of the surrounding residential neighborhoods.

Access to the East

To the east of the site, Hillcrest Road provides access to existing homes that are south of Pittsburg Road and east and north of the subject site. Lots fronting Hillcrest Road are built out and public street access is already



Jacob A. Graichen, AICP
May 9, 2017
Page 2 of 3

provided. To that end, a street stub to the east within the subject site is not necessary and for the reasons stated below, a street stub, which would ultimately connect to Hillcrest Road, is not recommended:

1. Hillcrest Road is adequate to serve the existing homes along its frontage, but it is generally quite narrow, in relative disrepair, and likely not constructed to a modern structural section capable of carrying increased traffic loads from new, adjacent development.
2. Providing a connection to Hillcrest Road would add a significant volume of trips to the intersection of Hillcrest Road and N Vernonia Road. N Vernonia Road is classified by the City of St. Helens as a Collector and is subject to an access spacing of 300 feet¹. However, the intersection of Pittsburg Road (an arterial) is only 260 feet, which does not meet this standard. This is of heightened concern, since the nearby intersection of Pittsburg Road and N Vernonia Road is a Collector/Arterial intersection.

Access to the West

There are developable properties to the west of the site, which have an opportunity for access to Helen's Way, in a manner similar to Emerald Meadows. This access would be in the vicinity of the current break in Helen's Way where the road is discontinuous. It is important to recall the functional classification of the street system surrounding the site. As shown in the City of St. Helens Transportation System Plan, Pittsburg Road is a Minor Arterial and N Vernonia Road is a Collector². All other streets in the project vicinity are local streets, including Helen's Way.

With the current street system, all access into and out of the immediate neighborhood, including the subject site, will be via Helen's Way to N Vernonia Road. The Traffic Impact Study³ conducted for the previously-approved zone change and the currently proposed subdivision showed that after build out in future-year scenarios, traffic volumes on Helen's Way would be slightly more than 1,000 vehicles per day, which is approaching the upper bound of a desirable carrying capacity for a local residential street. Adding trips from additional development to this system would increase traffic loading to undesirable levels. When traffic volumes become excessive on local streets it can affect the livability and safety of the residential neighborhood.

In order to control the future traffic load on Helen's Way near N Vernonia Road, it is recommended that access to properties and future development to the west of the site be focused to the west, using streets such as Helen's Way to the west and Oak Ridge Street for access. As these properties develop, street connections will be made, such as the small missing segment of Helen's Way, which will serve to disperse traffic, avoiding an unnecessary concentration of trips on any one street segment.

¹ St. Helens Municipal Code, Table 17.84.040-2: Access Spacing Standards on City Streets

² St. Helens Transportation System Plan, Ordinance 3150, Figure 7-1 on page 108.

³ Emerald Meadows Estates Subdivision, Traffic Impact Study, December 19, 2016, by Lancaster Engineering



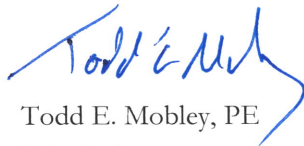
Jacob A. Graichen, AICP
May 9, 2017
Page 3 of 3

Summary and Conclusions

The street system within the subdivision was designed to preserve the operation and function of the surrounding street system, particularly local residential streets such as Helen's Way and Hillcrest Road. Future access to properties west of the site and additional development of the local street system will ensure that traffic demands are distributed across multiple streets, avoiding the overburdening of residential local streets, which could jeopardize the safety and livability of surrounding neighborhoods.

Street stubs within the site are not recommended to the east or the west. Please enter this letter into the land use record for the subject application.

With best regards,



Todd E. Mobley, PE
Principal



RENEWS: 12/31/2018

PROPOSED SUBSURFACE SEWAGE DISPOSAL SYSTEM

Owner James G. & Hazel E. TUSTEN Installer Joe Baker
 T 4 N, R 1 W, Sec. 5, A.N. 541-032-07

Upon completion of construction, notify DEQ for inspection of the uncovered system.

A certificate of satisfactory completion must be issued prior to use of the system (ORS 454.665).

➔ Indicate North in Circle

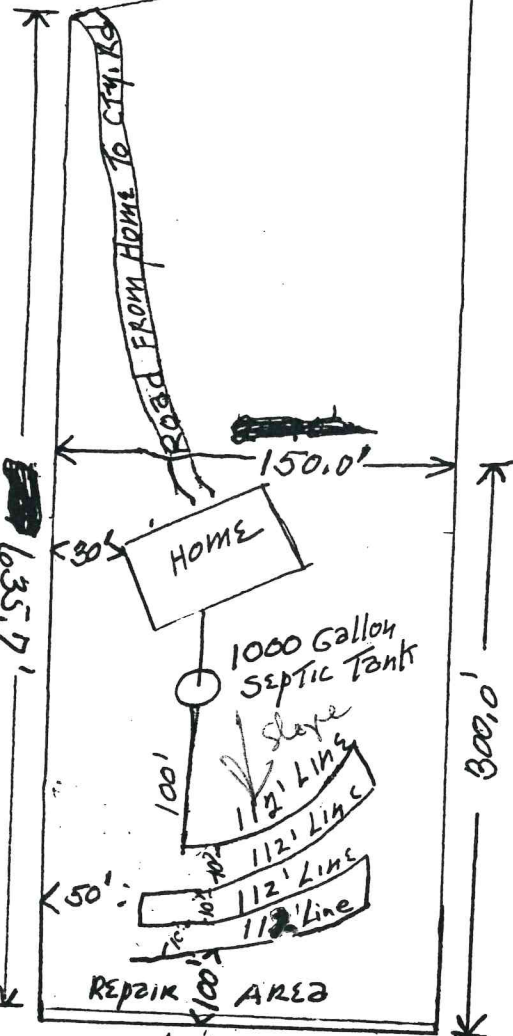
Indicate Scale:

PITTSBURG - ST. HELENS RD

COPY

as built
 6/22/77
 J. E. Tusten

35090
 PITTSBURG



Date 8/5/76

Applicant's Signature James G. Tusten

DEQ USE ONLY:

Application is: Approved ☒ Disapproved ☐

Bedrooms 3

Septic Tank 1000 gal.

Distribution Type Serial

Drainlines 4-1 1/2"

Total Lineal Ft. 450

Trench Width 2'

Min. Trench Depth 24"

Max. Trench Depth 27"

Spacing Between Lines 10'

REMARKS:

Date 8-6-76

Sanitarian

J. E. Tusten

15-412

35102 Pittsburg

Owner

Edith Tusten

Permit Number

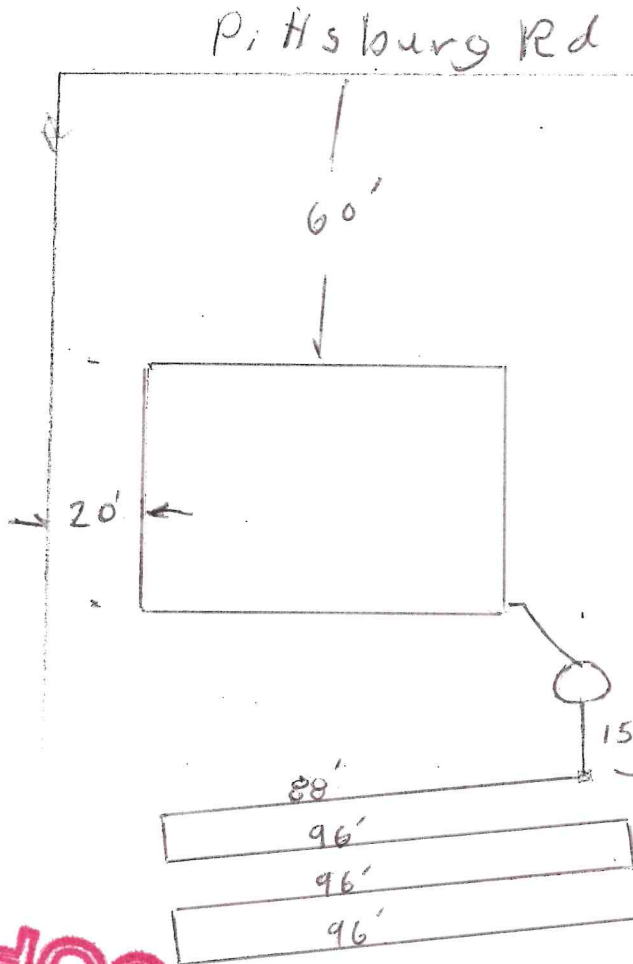
SWR1998-00194-STO

SECTION 3:

AS-BUILT PLAN OF THE CONSTRUCTION SYSTEM.

Indicate the direction of NORTH and show the locations of all wells within 200 feet of the system.

1" = 40'



1000 gal RJ Michael
concrete TANK
D Box

376" infiltration
24

COPY

SECTION 4:

CONSTRUCTION WAS PERFORMED BY:

Property Owner

Licensed Septic Installer

Richard J Louie

36607

(Print Full Business Name & License Number)

I certify the information provided in this notice is correct, and that the construction of this system was in accordance with the permit and the rules regulating the construction of on-site sewage disposal systems (OAR Chapter 340, Divisions 71 and 73).

[Signature]

(Signature of Installer)

7-13-88

(Date)



FIRE MARSHAL

Columbia River Fire & Rescue / Scappoose Fire District



Date: 04/18/2017

Jennifer Dimsho

RE: **Subdivision / SUB.2.17 4N1W-5BC-7500 & 8400, 4N1W-5BD-9100 (Wayne Weigandt)**

Dear Jennifer:

The Fire District received the information pertaining the above referenced project. Based on what was submitted, the fire district has a few comments and findings.

1. The fire district believes the access road for flag lots 33-37 should be named. If naming would trigger the access road to be a city street, and by definition prohibits the developer from meeting that standard, the district would then require no parking on the access road (signed) and recommend that houses on those lots be required to be built with residential sprinklers.
2. The fire district has the same comments for the access road for lots 29-32.
3. The Cul-De-Sac on Fairfield Court is too small. The current Fire Code is 96' The drawing shows 2 different radius. One at 37' the other at 42'. Both radius are short of the 96' requirement.
4. The fire district would require all hydrants in this subdivision to meet the fire district hydrant standard. This includes a 5" stortz coupling and cap on the steamer port of the hydrant.
5. The district is requiring 400 foot spacing between hydrants. This is due to the anticipated fire loading, and dead ends from the access roads and cul-de-sac on Fairfield court.
6. The fire district is requiring a blue reflective mark on the road identifying where the hydrant is. This should be in accordance with the fire district standard.
7. The fire district will be requiring the access roads used during the constriction process to be identified and signed per the fire district standard.

Should you have any questions about anything else, please do not hesitate to give me a call.

Sincerely,

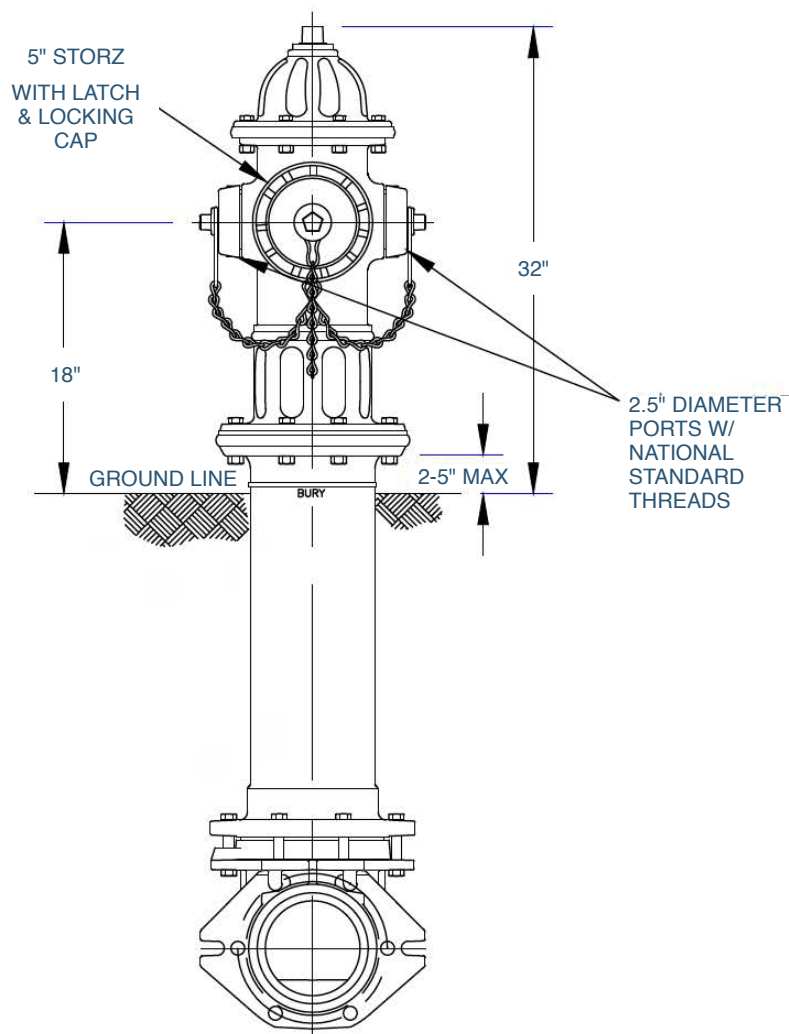


Jeff Pricher

Division Chief

Fire Marshal (CRF&R / SRFD)

FIRE HYDRANT SPEC AND DETAILS:



NOTES:

1. PUBLIC HYDRANTS SHALL BE PAINTED SOLID YELLOW (SHOP/FACTORY PRIMARY OK).
2. PRIVATE HYDRANTS SHALL BE PAINTED RED.
3. THE STEAMER PORT ON THE HYDRANT SHALL BE A 5" STORZ COUPLING & CAP.
4. A BLUE REFLECTIVE MARK SHALL BE APPLIED TO THE CENTER OF THE ROAD IN LINE WITH THE HYDRANT.
5. HYDRANT SHALL BE A MUELLER TRADITIONAL CENTURION.
6. STEAMER PORT ON HYDRANT SHALL POINT TO THE STREET OR FIRE ACCESS ROAD.
7. A 5X5 CONCRETE PAD MUST SURROUND THE HYDRANT. THICKNESS OF SLAB TO MATCH LOCAL JURISDICTION SIDEWALK STANDARD.

REFLECTIVE HYDRANT MARKERS:

Fire hydrant locations shall be identified by the installation of blue reflective markers. They shall be located adjacent and to the side of the center line of the access roadway that the fire hydrant is located on. In the case that there is no center line, then assume a center line and place the reflectors accordingly.

Typical Hydrant Marker Location

 = Fire Hydrant

 = Blue Pavement Marker

Figure 1
Two Lane Streets

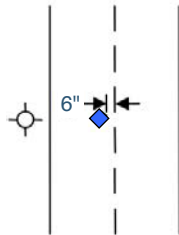


Figure 2
Multi-Lane Streets

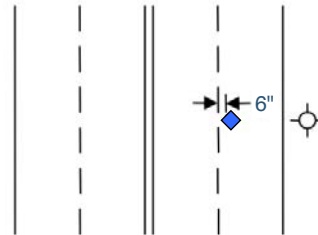


Figure 3
An Intersection

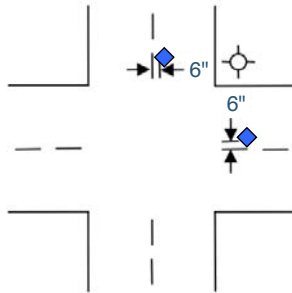


Figure 4
Four Lane Streets with
Turn Lane at Intersection

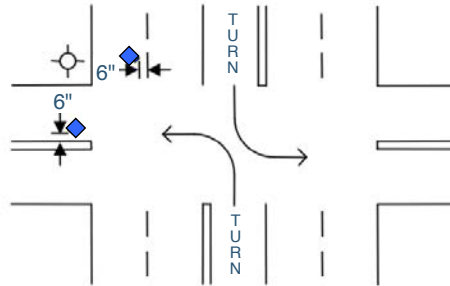


Figure 5
Multi-Lane Streets
With Turn Lane

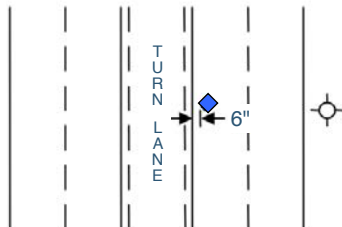
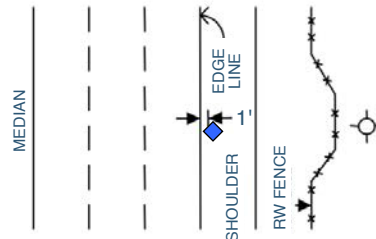


Figure 6
Freeways and Expressways



Jacob Graichen

REVISED FIRE DIST.

COMMENTS

From: Pricher, Jeff <jpricher@srfd.us>
Sent: Monday, May 08, 2017 5:33 PM
To: Jacob Graichen
Cc: weigandt@opusnet.com; Bob Johnston; Greisen, Michael
Subject: Emerald Meadows Subdivision

Jacob,

I just wanted to follow up with one other request regarding the named Subdivision above.

After a further review of the preliminary plat, most notably with the large version that was dropped off to Chief Greisen by Mr. Weigandt; The fire district would like to revise it position.

We hope that this newer information will be considered in-lieu of the information originally submitted. The change is specific to details that were impossible to see in a PDF version at an 8.5 x 11 version of the plat. As a result, the fire district wishes to withdraw the request to have lots 62-64 to have residential sprinklers in lieu of our new finding. We believe this will be to the liking of the applicant. This change is primarily based upon the drawing on EM1 for project #131 dated 24 April 2017 we have the following statements:

- Naming is an issue for other jurisdictions. Fire Dist. wants development on these lots to include a sprinkler system. AS 5-9-17*
1. The fire district believes the access road for flag lots 34-37 should be named. If naming would trigger the access road to be a city street, and by definition prohibits the developer from meeting that standard, the district would then require no parking on the access road (signed) and recommend that the houses on those lots be required to be built with residential sprinklers.
 2. The fire district has the same comments for the access road for lots 29-31.
 3. The fire District has the same comments for the access roads for lots 21-22.
 4. The Cul-De-Sac on Fairfield Court is too small. The current Fire Code requirement is 96'. In addition, starting at lot 53 and extending to the east, the road narrows from 34 feet curb to curb to 25 feet curb to curb. The fire district will be requiring no parking on both sides of the street starting at lot 53 and 6 and posted signs and painted curbs stating no parking be installed. Oregon Fire Code requires **that roads 20-26 feet wide be posted no parking on both sides of the street.** (OFC D106.1)
 5. The fire district would require all hydrants in this subdivision to meet the fire district hydrant standard. This includes a 5" stortz coupling and cap on the steamer port of the hydrant.
 6. The district is requiring 400 foot spacing between hydrants. This is due to the anticipated fire loading, and dead ends from the access roads and cul-de-sac on Fairfield court.
 7. The fire district is requiring a blue reflective mark on the road identifying where the hydrant is. This should be in accordance with the fire district standard.
 8. The fire district will be requiring the access roads used during the constriction process to be identified and signed per the fire district standard.

Number 3 is an addition and the previous #3 was pushed to #4.

Number 4 was amended to add the no parking requirement as a result of the new findings of the road narrowing and width being less than 26 feet.

Thank you in advance for your assistance. Should you have any questions or needs before the meeting tomorrow, please do not hesitate to get in touch with me. Once again, I apologize for the 11th hour change, but after the thoughtful

conversations Mr. Weigandt had with myself and Chief Greisen, the Fire District felt the new recommendations were warranted.

Respectfully,

Jeff Pricher

Division Chief

Fire Marshal / Special Operations

Scappoose Fire District

Columbia River Fire and Rescue

52751 Columbia River Highway

P.O.BOX 625

Scappoose, Oregon 97056

503-543-5026 (PH)

503-543-2670 (FAX)

jpricher@srfd.us

<http://www.srfd.us/driveway-standards>

<http://www.crfr.com/fire-prevention.html>

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918-480-0125

Uniform Alternate Construction Standard for One and Two Family Dwellings

(1) For lots of record created on or after July 2, 2001, if the building official intends to allow one or more of the Uniform Alternate Construction Standards at the time of building permit application, triggered by fire official determinations of inadequate apparatus access or water supply, the building official must:

(a) Provide at least a general notification of the intent to allow such Uniform Alternate Construction Standards; and

(b) Provide such notification in conjunction with the approval of a land use application under ORS 197.522.

(2) The building official, acting in conformance with these rules, may choose to apply one or more Uniform Alternate Construction Standards after a determination by a fire official with authority over water supply and apparatus access, that the water supply, apparatus access, or both are inadequate at a site. A building official shall give consideration to advice of the State Fire Marshal or local fire official that does not conflict with this rule, but shall retain the authority to make final decisions. Decisions to consider a Uniform Alternate Construction Standard and the selection of one or more Uniform Alternate Construction Standards by a building official are final.

(3) A Uniform Alternate Construction Standard is not a Statewide Alternate Method.

(4) Uniform Alternate Construction Standards for One and Two Family Dwellings. Uniform Alternate Construction Standards are limited to one or more of the following fire suppression and fire containment components:

(a) Installation of an NFPA Standard 13D fire suppression system;

(b) Installation of additional layers of 5/8 inch, Type-X gypsum wallboard;

(c) Installation of fire-resistive compartmentalization of dwellings to limit the spread of fire by use of fire-resistant building elements, components or assemblies. Fire-resistance ratings shall be determined in accordance with the **Oregon Structural Specialty Code**;

(d) Installation of fire-resistive exterior wall covering and roofing components; or

(e) Provide fire separation containment in accordance with the default standards as set forth in the Wildland-Urban Interface rules adopted by the Oregon Department of Forestry (see OAR 629-044-1060).

(5) When unique site conditions exist on a lot or when installation of a full NFPA Standard 13D fire suppression system is impractical due to substantially increased local system development charges, a building official may accept installation of a partial NFPA Standard 13D fire suppression system in conjunction with one or more of the Uniform Alternate Construction Standards listed in subsections (4)(a) through (e) of this rule.

Stat. Auth.: ORS 455.610

Stat. Implemented: ORS 455.610

Hist.: BCD 7-2016(Temp), f. & cert. ef. 6-28-16 thru 12-24-16; BCD 13-2016, f. 9-30-16, cert. ef. 10-1-16

May 14, 2017

Letter of Concern for Planning of Emerald Meadows Subdivision

Dear City of Saint Helens City Council,

We recently received a notice of public hearing in the mail which concerns us. We live at 35498 Helens Way on the south side of the proposed Emerald Meadows Subdivision. Unfortunately for us, we received the notice on May 12th and the hearing was May 9th. Therefore, we didn't have a chance to voice our concerns about some of the planning for Emerald Meadows.

We have included a copy of the envelope mailed to us. As you will see, the envelope was mailed on April 19th and then Mailed again on May 8th. We are looking into why this happened. We contacted the Post Master in Saint Helens and the post office assured us they will look into it with the Portland Post Master.

Considering this circumstance, we would like you to accept our letter of concern for the design of Emerald Meadows.

Our main concern is the lack of access for cars. As the design is now, the only access to Emerald Meadows is Camden street and Catarin Street. Both of these streets end at Helens Way. The only way in and out of Emerald Meadows is going to be Helens Way, a small residential street already busy with the traffic of Country Meadow Estate subdivision.

The considerations from the public hearing state there is a traffic study which calculates this design will generate 64 site trips during the morning peak hour and 84 during the evening. This seems a very low estimate given there will be 77 homes in Emerald Meadows and these homes will be priced no doubt for working families. No working family we know has only one car coming and going at peak hours. We think more along the lines of 150 possible trips will be generated during peak hours, if not more. We would like to know the method of the calculations in the traffic study presented at the hearing. Even using the low numbers presented, that is a huge increase in traffic for a street such as Helens Way. The developers are proposing to essentially turn our section of Country Meadow Estates into a traffic bypass for the new subdivision.

We want to request that the City of Saint Helens reconsider the proposed plans for access to Emerald Meadows. The developer can punch a road through to N. Vernonia Road. In the long-term planning of this city, this seems to be the responsible thing to do. Our neighborhood is about to become a traffic jam so a developer can squeeze one more house in. We think this is irresponsible to say the least.

We love living in Saint Helens and we hope that the Planning Department and City Council take our concerns seriously.

Thank you,

Jeffrey and Angela Fischer

35498 Helens Way, Saint Helens, Or. 97051

City of St. Helens
RESOLUTION NO. 1786

A RESOLUTION OF THE CITY OF ST. HELENS DECLARING THE
CITY'S ELECTION TO RECEIVE STATE REVENUES

The City of St. Helens resolves as follows:

Section 1. Pursuant to ORS 221.770, the City hereby elects to receive state revenues for fiscal year 2017-2018.

Approved and adopted by the City Council on June 21, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens

RESOLUTION NO. 1787

A RESOLUTION AUTHORIZING AN APPROPRIATION RESOLUTION TO RECOGNIZE UNANTICIPATED NON-TAX REVENUE AND INCREASE APPROPRIATIONS FOR AN EXPENDITURE

WHEREAS, in accordance with ORS 294.456 and 294.463, City of St. Helens Oregon may increase appropriations within funds for Fiscal Year 2016-2017 that were authorized by the City of St. Helens City Council pursuant to Resolution No. 1750; and

WHEREAS, ORS 294.463 allows an appropriation resolution allowing the City to recognize unanticipated non-tax revenue and increase appropriations for expenditures.

NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES that the Finance Director is hereby authorized and directed to execute the following changes to appropriated budget amounts on behalf of the City of St. Helens City Council:

BUDGET RESOLUTION:		DECREASE	INCREASE				
008-000-309100	Sponsorships	-	5,000	--- a \$5,000 increase from original budget			
008-000-354100	Event Revenues	-	88,000	--- a \$88,000 increase from original budget			
		-	93,000				
BUDGET RESOLUTION:		DECREASE	INCREASE				
008-008-554000	Consulting/Contractual	-	20,000	--- increase from original budget			
008-008-558104	Events	-	73,000	--- increase from original budget			
		-	93,000				

Approved and adopted by the City Council on June 21, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens

RESOLUTION NO. 1788

A RESOLUTION AUTHORIZING A TRANSFER OF APPROPRIATIONS WITHIN A FUND FOR FISCAL YEAR 2016-2017

WHEREAS, in accordance with ORS 294.456 and 294.463, City of St. Helens Oregon may transfer appropriations within funds for Fiscal Year 2016-2017 that were authorized by the City of St. Helens City Council pursuant to Resolution No. 1750; and

WHEREAS, ORS 294.463 allows an appropriation transfer within a fund to be approved by resolution if the proposed changes do not change the total appropriations with the fund and if the transfer from contingency, is applicable, is less than 15% of total appropriations in the fund.

NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES that the Finance Director is hereby authorized and directed to execute the following changes to appropriated budget amounts on behalf of the City of St. Helens City Council:

BUDGET RESOLUTION:		DECREASE	INCREASE
018-022-459000	Utilities	-	1,500
018-022-501000	Materials and Supplies	1,500	-
018-021-459000	Utilites	-	500
018-021-501000	Operating Materials & Supplies	-	3,000
018-021-554000	Contractual/Consulting Ser	3,500	-
018-020-455000	Insurance	-	2,500
018-020-459000	Utilities	-	500
018-020-470000	Building Expense	-	1,750
018-020-575000	Equipment	-	100
018-020-554000	Contractual/Consulting	4,850	-
018-019-409000	Overtime	-	500
018-019-438000	VEBA	-	600
018-019-455000	Insurance	-	2,500
018-019-470000	Building Expense	-	3,000
018-019-500000	Computer System Maint.	-	1,400
018-019-501000	Operating Materials	-	11,500
018-019-534000	Electrical Energy	-	500
018-019-401000	Salary	1,100	-
018-019-596000	Contingency	18,900	-
018-018-459000	Utilites	-	100
018-018-501000	Operating Materials & Supplies	100	-
018-020-501000	Operating Materials & Supplies		8,500.00
018-020-534000	Electrical Energy	3,200.00	
018-020-554000	Contractual/Consulting	5,000.00	
018-018-551000	In Lieu of Franchise	-	140,000
018-018-596000	Operating Contingency	140,000	-
		178,150	178,450

BUDGET RESOLUTION:		DECREASE	INCREASE
017-517-546000	Forestry preservation	-	13,750
017-017-596000	Operating Contingency	13,750	-
017-417-457000	Office supplies	-	300
017-417-458000	Telephone expense	-	50
017-417-459000	Utilities	-	3,500
017-417-472000	Lab testing	-	1,500
017-417-575000	Equipment	-	10,000
017-417-401000	Salary	-	2,250
017-417-417000	Workers Comp	-	250
017-417-409000	Overtime	2,500	-
017-417-470000	Building expense	3,850	-
017-417-501000	Operating materials and suppli	11,500	-
017-017-420000	Unemployment Ins	-	1,000
017-017-455000	Insurance	-	3,500
017-017-458000	Telephone Expense	-	100
017-017-551000	In Lieu of Franchise	-	27,000
017-017-554000	Contractual/Consult Serv.	27,000	-
017-017-459000	Utilities	4,600	-
		63,200	63,200

BUDGET RESOLUTION:		DECREASE	INCREASE
015-015-401000	Salary	-	300
015-015-417000	Workers comp	-	300
015-015-455000	Insurance	-	1,000
015-015-501000	Operating Materials & Supp	-	6,500
015-015-409000	Overtime	300	-
015-015-422000	Longevity Pay	300	-
015-015-470000	Building Expense	6,500	-
015-015-596000	Operating Contingency	1,000	-
		8,100	8,100

BUDGET RESOLUTION:		Debit	Credit
011-011-453000	Street Lighting	-	21,000
011-011-475000	Lease expense	-	1,000
011-011-596000	Operating Contingency	22,000	-
		22,000	22,000

BUDGET RESOLUTION:		Debit	Credit
004-410-455000	Insurance	-	3,500
004-410-501200	Offshore Lease	-	12,000
004-411-455000	Insurance	-	10,000
004-410-473000	Property Taxes	10,000	-
004-410-554100	Property Monitoring	12,000	-
004-411-501000	Property Maintenance	3,500	-
		25,500	25,500

BUDGET RESOLUTION:		DECREASE	INCREASE
013-402-401000	Salary	-	1,500
013-402-409000	Overtime	-	750
013-402-458000	Telecommunication expense	-	500
013-402-471000	PF health	-	250
013-402-490000	Professional development	-	2,000
013-402-500000	Information services	-	1,500
013-402-575000	Equipment expense	-	3,000
013-402-402000	Overtime	2,250	-
013-402-454000	Attorney	750	-
013-403-401000	Salary	-	5,000
013-403-409000	Overtime	-	5,500
013-403-411000	Standby	-	500
013-403-454000	Attorney	-	50
013-403-455000	Insurance	-	7,500
013-403-457000	Office supplies	-	5,500
013-403-458000	Telecommunication expense	-	200
013-403-459000	Utilities	-	1,400
013-403-466000	Abatement Expense	-	1,400
013-403-470000	Building	-	1,100
013-403-500000	Information services	-	200
013-403-501000	Operating materials/supplies	-	4,800
013-403-554000	Contractual/consulting serv	-	5,500
013-403-490000	Professional development	4,000	-
013-403-531000	Gasoline	13,000	-
013-403-555000	Self insurance	5,000	-
013-403-575000	Equipment	1,000	-
013-403-418000	Medical benefits	11,000	-
013-403-596000	Contingency	11,150	-
		48,150	48,150

BUDGET RESOLUTION:		Debit	Credit
010-305-653500	SUV - pickup 2	-	1,000
010-305-653551	Police vehicles	-	37,500
010-305-653553	Phone system	-	21,500
010-305-653554	City Hall Vehicle	-	21,950
010-305-392000	Transfers	50,950	-
010-305-653501	Heavy equipment - backhoe	31,000	-
010-302-653207	2 mg reservior rehab		200,000
010-302-653205	Purchase land for reservior	200,000	
010-303-653308	Man Hole Rehab	-	12,600
010-303-653306	Lift station	12,600	-
010-301-653106	SDC Portion Purchase	-	36,500
010-301-653150	Capital Portion Purchase	-	125,500
010-301-653120	Street Lighting	162,000	-
010-300-652970	McCormick Pk Ped Bridge	-	500
010-300-652990	McComick Park Cover Shelter	500	-
		457,050	457,050

BUDGET RESOLUTION:		DECREASE	INCREASE
012-101-455000	Insurance	-	150
012-101-500000	Information services	-	2,000
012-101-454000	Attorney	2,150	-
012-101-526000	Advertisements	-	50
012-102-401000	Salary	-	900
012-102-416000	Retirement	-	50
012-102-455000	Insurance	-	1,000
012-102-471000	PF health	-	400
012-102-490000	Professional development	950	-
012-102-500000	Information services	1,400	-
012-106-401000	Salary	-	18,000
012-106-409000	Overtime	-	1,000
012-106-415000	SSI taxes	-	1,000
012-106-418000	Medical benefits	-	11,000
012-106-420000	Unemployment	-	9,000
012-106-438000	VEBA	-	20,000
012-106-457000	Office supplies	-	2,500
012-106-473000	Miscellaneous	-	50
012-106-480000	Postage	-	5,500
012-106-500000	Information services	-	3,000
012-106-502000	Equipment expense	-	750
012-106-554000	Contractual/consulting serv	-	16,000
012-106-416000	Retirement	16,000	-
012-106-422000	Longevity	700	-
012-106-490000	Professional development	2,000	-
012-106-555000	Self insurance	1,600	-
012-106-575000	Equipment expense	500	-
012-107-455000	Insurance	-	50
012-108-575000	Equipment expense	-	8,500
012-108-692000	Transfers Out	-	19,000
012-108-596000	Contingency	25,000	-
012-108-595000	Littigation settlement	69,600	-
		119,900	119,900

BUDGET RESOLUTION:		DECREASE	INCREASE
008-008-554110	Branding and Way Finding	50,000	-
008-008-692000	Transfers out	2,500	-
008-008-596000	Operating Contingency	19,500	-
008-008-558104	Events	-	50,000
008-008-554000	Consulting/Contractual	-	22,000
		72,000	72,000

BUDGET RESOLUTION:		DECREASE	INCREASE
001-110-470000	Building expense	-	17,000
001-110-500000	Information services	-	300
001-110-554000	Contractual/consulting serv	-	3,000
001-110-692000	Transfers Out		31,200
001-110-473000	Miscellaneous	300	-
001-110-496000	Contingency	20,000	-
001-002-401000	Salary	29,000	-
001-105-554000	Contract Services	1,100	-
001-104-454000	Attorney	500	-
001-104-471000	PF health	600	-
001-105-409000	Overtime	-	750
001-105-458000	Telephone expense	-	50
001-105-500000	Information services	-	2,600
001-105-401000	Salary	750	-
001-105-473000	Miscellaneous	50	-
001-105-554000	Contract Services	2,600	-
001-104-401000	Salary	-	700
001-104-416000	Retirement	-	100
001-104-418000	Medical benefits	-	200
001-104-457000	Office supplies	-	50
001-104-493000	Legal notices	-	300
001-104-461000	Public meetings	700	-
001-104-490000	Professional development	650	-
001-103-401000	Salary	-	250
001-103-409000	Overtime	-	2,300
001-103-415000	SSI taxes	-	200
001-103-416000	Retirement	-	600
001-103-417000	Workers comp	-	50
001-103-420000	Unemployment	-	6,100
001-103-457000	Office supplies	-	400
001-103-554100	Protemp Judge/Prosecutor	-	1,100
001-103-418000	Medical benefits	500	-
001-103-555000	Self-insurance	400	-
001-103-465000	Jury / witness fees	1,100	-
001-103-554000	Contractual/consulting serv	9,000	-
001-100-417000	Workers comp	-	50
001-100-473000	Miscellaneous	-	900
001-100-490000	Professional development	-	800
001-100-500000	Information services	-	2,000
001-100-558100	Grants and awards	3,750	-

001-005-459000	Utilities	-	1,000
001-005-501000	Operating Materials & Supp	-	900
001-005-509000	Marine board expense	-	2,200
001-005-554000	Contractual Services	-	10,000
001-005-508000	Dockside Services	6,000	-
001-005-513000	Chemicals	3,500	-
001-005-531000	Gasoline Expense	2,000	-
001-110-496000	Contingency	2,600	-
001-004-417000	Workers comp	-	100
001-004-418000	Medical benefits	-	8,600
001-004-458000	Telephone Expense	-	600
001-004-416000	Retirement	8,700	-
001-004-470000	Building Expense	600	-
001-002-409000	Overtime	-	28,000
001-002-417000	Workers comp	-	1,500
001-002-420000	Unemployment Ins	-	500
001-002-421000	Holiday Pay	-	10,000
001-002-438000	VEBA	-	44,500
001-110-496000	Contingency	44,500	-
001-002-409100	Overtime grant reimbursement	500	-
001-002-415000	SSI taxes	2,500	-
001-002-401000	Salary	28,000	-
001-002-416000	Retirement	9,000	-
001-002-448000	Clothing Allowance	-	2,300
001-002-458000	Telephone Expense	-	2,000
001-002-480000	Postage	-	100
001-002-500000	Computer System Maint.	-	2,500
001-002-501000	Operating Materials & Supp	-	1,000
001-002-502000	Equipment Expense	-	14,000
001-002-503000	K9 Expense	-	4,000
001-002-508000	Janitorial Services	-	6,000
001-002-554000	Contractual Services	-	5,000
001-002-457000	Office Supplies	3,000	-
001-002-454000	Attorney	500	-
001-002-455000	Insurance	500	-
001-002-459000	Utilities	1,000	-
001-002-470000	Building Expense	500	-
001-002-471000	PF health	3,000	-
001-002-490000	Police Training/Supplies	8,000	-
001-002-504000	Ammunition	6,000	-
001-002-510000	Automobile Expense	1,000	-
001-002-531000	Gasoline Expense	6,000	-
001-002-526000	Publicity	500	-
001-002-555000	Self-insurance	4,500	-
001-002-459000	Utilities	1,000	-
001-002-435000	DPSST Certification	1,400	-
		215,800	215,800

Approved and adopted by the City Council on June 21, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1789

A RESOLUTION ADOPTING A UNIVERSAL FEE SCHEDULE

WHEREAS, the City wishes to clarify a fee schedule that is updated as a more universal fee schedule for the City of St. Helens; and

WHEREAS, this fee schedule will not pertain to the Building and Planning Divisions of the City of St. Helens because there is a more in-depth and state-approved process for Building and Planning fees. All other fees for other departments are represented on this resolution; and

WHEREAS, the intention of this resolution is to be updated every year for the upcoming fiscal year.

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

Section 1. The fees proposed in Exhibit A attached are hereby adopted.

Section 2. All previous resolutions adopting fees, other than Building and Planning fees, are hereby repealed.

Approved and adopted by the City Council on June 21, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

Exhibit A

POLICE DEPARTMENT			Potential Raise
Vehicle Impound Fee	\$ 50.00	Per vehicle	\$ 100.00
Parking Citation	\$ 10.00	per ticket	\$ 25.00
MISCELLANEOUS FEES			
Appeals Fee - General	\$ 175.00	Per appeal	No change
Non-Sufficient Check Charge	\$ 25.00	Per check	No change
Permit - Parade	\$ 25.00	Per event	\$ 50.00
Permit - Public Assembly	\$ 25.00	Per event	\$ 50.00
Permit - To Amplify Sound	\$ 25.00	Per event	\$ 50.00
Permit - Engage in Commercial Activity	\$ 25.00	Per event	\$ 50.00
Permit - To Use City Property During Hours of Closure	\$ 25.00	Per event	\$ 50.00
Permit - To Use Electrical Connections Owned by City	\$ 20.00	Per day	\$ 25.00
Permit - To Use Special Use Area	\$ 25.00	Per event	\$ 50.00
Permit - To Use Sidewalk Area for Furniture	\$ 10.00	Per 50 feet of street frontage used, rounded up.	\$ 50.00
Photocopies & Printouts			
8.5" x 11"	\$ 0.25		\$ 0.50
8.5" x 14"	\$ 0.35		\$ 0.75
11" x 17"	\$ 0.50		\$ 1.00
Up to 24" x 24"	\$ 2.00		REMOVE
Up to 36" x 36"	\$ 3.00		\$ 6.00
Great than 36" x 36"	\$ 5.00		REMOVE
Color Copies: 8.5" x 11"	\$ 0.50		\$ 1.00
Color Copies: 8.5" x 14"	\$ 0.75		\$ 1.25
Photographs (35mm)	>	Cost plus 15%	REMOVE
Photographs (Digital)	\$ 10.00	Per side	REMOVE
Photographs (Digital)	\$ 5.00	Per case copied to CD	REMOVE
Reproduction of Audio/Video from City Meetings	\$ 12.00	Per Cassette/CD/DVD	\$ 20.00
Police Reports	\$ 12.00	Per case (Up to 30 pages)	\$ 20.00
Reproduction of Digital Photos/Audio/Video from Police Department	\$ 12.00	Per Cassette/CD/DVD	\$ 20.00
Public Records Request	\$20	Deposit. If staff time is less than 15 min, deposit is refunded. If staff time is more than 15, labor is charged to the 1/4 hour	No change
VHS Tapes	\$ 15.00	Per tape or Contractor's cost to reproduce, whichever is greater	REMOVE
Other Documents	>	See Photocopies	REMOVE
Other Formatted Cassettes/CDs/DVDs	>	Cost plus 15%	REMOVE
Lien Search	\$ -	New fee adding in July 2017	\$ 26.00
LIBRARY FEES			
Fines for overdue books, magazines, audio recordings and CDs	\$ 0.25	Per item per day. Max fine \$15 per item.	No change
Fines for DVDs	\$ 0.50	Per item per day. Max fine \$15 per item.	No change
Fines for overdue Cultural Pass	\$ 1.50	Per pass per day. Max fine of \$15 per pass.	No change
Nonresident Borrower Card Fee	\$ 40.00	Per year	\$ 35.00
Resident Business Borrower Card Fee	\$ -	No charge	No change
Interlibrary Loan	\$ 3.00	Per item	No change
Fees for Lost or Destroyed Materials			
Hardback books, recordings, DVDs, CDs, or any other material/media	\$ 30.00	Original Cost or \$30, whichever is greater	No change
Magazines	\$ 7.00	Cover cost or \$7, whichever is greater	No change
Cultural Pass	\$ 30.00		No change
Paperbacks, including children's board books	\$ 10.00	Original cost or \$10, whichever is greater	No change
Replacing a borrower's lost card	\$ 2.00		No change
Missing bar code label	\$ 2.00		No change
Covers damaged or missing - DVD, CD or any other digital or electronic material/media	\$ 10.00		No change
Meeting Room Fees			
Auditorium	\$25.00 Per hour \$75.00 Per half day (up to 4 hours) \$150.00 All day (Open hours)		No change
Armstrong	\$20.00 Per hour \$50.00 Per half day (up to 4 hours) \$95.00 All day (Open hours)		No change
Both Rooms	\$40.00 Per hour \$110.00 Per half day (up to 4 hours) \$210.00 All day (Open hours)		No change

Exhibit A

COURT FEES			Potential Raise
Civil Compromise Costs	\$ 300.00		No change
Collection Fee per ORS 137.118 (3) (Maximum \$250)	25%		No change
Community Service Fee	\$ 2.00	Per hour	No change
Default Judgment	\$ 15.00		\$ 20.00
Discovery	\$ 12.00	Per case number (up to 30 pages)	\$ 20.00
Deferred Sentencing Agreement (Crime)	\$ 360.00		No change
Deferred Sentencing Agreement (Violation)	\$ 200.00		No change
Extend/Amend Deferred Sentencing Agreement	\$ 45.00		\$ 50.00
Driver's License Reinstatement/Offense (City Portion)	\$ 15.00		\$ 20.00
Driving Record (Certified)	\$ 11.50		REMOVE
Driving Record - Traffic Offenses Only (non-certified)	\$ 1.00		No change
Failure to Appear for Bench Trial	\$ 150.00		No change
Failure to Appear for Jury Trial	\$ 300.00		No change
Installment Fee	\$ 25.00		No change
Warrant Issued	\$ 50.00		\$ 100.00
Withholding on County Assessment	10%	at monthly distribution	No change
Expungements	\$ 252.00		No change
Probation Violation	\$ 50.00		No change
BUSINESS LICENSE FEES			
Resident Business	\$ 55.00	cap of \$1,000	\$ 65.00
Per full-time employee or 2 part-time employees	\$ 5.00	If business location is inside City limits	+ \$5/Emp
Non-Resident Business	\$ 100.00		\$ 120.00
Residential Rentals	\$ 10.00	Per unit	\$ 15.00
Commercial Rentals	\$ 40.00	Per unit	\$ 45.00
Delivery Service Only for Non-Resident Business	\$ 50.00		REMOVE
7-Day License (non-residents only)	\$ 35.00		\$ 40.00
Mobile Home Park	\$ 4.00	Per Space	REMOVE
Taxicab Company Permit - Initial Fee	\$ 35.00		\$ 65.00
Taxicab Driver Permit - Initial Fee	\$ 35.00		\$ 65.00
Taxicab Driver Permit - Renewal Fee	\$ 20.00		\$ 65.00
Late Application Fee	\$ 15.00		REMOVE
Late Renewal Fee	\$ 20.00	Per month (not to exceed 3 months)	\$ 40.00
Transfer of License / Change of Business Ownership / Location Change	\$ 10.00		\$ 25.00
Non-Refundable Appeals Fee	\$ 125.00		\$ 150.00
OLCC Original Application Processing Fee	\$ 100.00		No change
OLCC Change in Ownership, Location, or Privilege Processing Fee	\$ 75.00		No change
OLCC Renewal or Temporary Application Processing Fee	\$ 35.00		No change
Sidewalk Vendor Application Fee	\$ 60.00		\$ 65.00
Sidewalk Vendor Permit Fee	\$ 75.00		\$ 65.00
Sidewalk Vendor Appeal Fee	\$ 75.00		\$ 150.00
Marijuana Business License Fee	\$ 2,500.00		No change
Cap on Business License Charges Other than Marijuana Business	\$ 1,000.00		New Cap
PARKS FEES			
Park Use / Reservation			
McCormick Park Areas 2, 3, 4 & Soccer Field	\$20 / \$35	Half Day / Full Day	No change
Campell Park Areas 1, 2	\$20 / \$35	Half Day / Full Day	No change
Godfrey Park	\$20 / \$35	Half Day / Full Day	No change
Park Use / Reservation			
Columbia View Park Gazebo / Amphitheater	\$30 / \$40	Half Day / Full Day	No change
McCormick Park Veterans Pavillion (area 1)	\$30 / \$40	Half Day / Full Day	No change
McCormick Park Overnight Camping	\$ 10.00	Per night	\$ 15.00
Athletic Fields	\$ 10.00	Per day Per Field	No Change
Use of Field Lights	\$ 10.00	Per day Per Field	No Change
Public Assembly	\$ 25.00	Per day Per Field	REMOVE
Parade/Run/Walk	\$ 25.00	Per day Per Field	REMOVE
Engage in Commercial Activity	\$ 25.00	Per day Per Field	REMOVE
Amplify Sound	\$ 25.00	Per day Per Field	REMOVE
Use during hours of closure	\$ 25.00	Per day Per Field	REMOVE
Use of special use area	\$ 25.00	Per day Per Field	REMOVE
Use of electrical connections	\$ 20.00	Per day Per Field	REMOVE
Late Fees			
General Park Use (7 business days)	\$ -	Currently no late fee	\$ 10.00
Public Assembly (30 business days)	\$ -	Currently no late fee	\$ 25.00
Parade & Walks (45 business days)	\$ -	Currently no late fee	\$ 50.00
Tournament Fee	\$ 10.00	Per team	No Change

Exhibit A

<u>SOCIAL GAMES FEES</u>			Potential Raise
Non-refundable Application Fee	\$ 50.00	per 12 month lease	No Change
License Fee for 1-10 Tables	\$ 50.00	per 12 month lease	No Change
License Fee for each additional table over 10	\$ 10.00	per table per 12 month lease	No Change
<u>ENGINEERING FEES</u>			
Design Review Fee	1%	Based on Engineer's Estimate	No change
Permit for Construction of Public Improvements & Project Inspection	2%	Based on Revised Engineer's Estimate	No change
Right-Of-Way Permit	\$50		No change
Pavement Disturbance Fee	\$50	Fee waived for projects < \$1,000 or if part of Construction Permit	No change
Erosion Control Permit & Inspection	>	Included with Construction Permit	No change
Other Special Services	\$30	Per hour labor, if in excess of 15 minutes	No change
<u>UTILITY BILLING FEES</u>			
Water Service Shut off/on: Mon-Fri 830 AM - 430 PM	\$ -		No change
Water Service Shut off/on: During off business hours	\$ 100.00	Per request	\$ 150.00
Failed Payment Arrangement	\$ 50.00		No change
Late Fee	\$ 25.00	Fee waived if bill is < \$25	No change
Reconnection Fee (if Shutoff due to non-payment)	\$ 75.00	Fee applied on Shut-off Day	No change
Temporary Service for New Construction	\$ 25.00		No change
Tampering with Meter Fees			
Tampering: Turning water on/off without City Personnel	\$ 50.00	Up to and possibly including cost of meter replacement & Labor	No change
Tampering: Turning water on while on the current shut-off list	\$ 100.00	Up to and possibly including cost of meter replacement & Labor	No change
Tampering: Breaking installed Lock to turn on meter	\$ 200.00	Up to and possibly including cost of meter replacement & Labor & Ticket from Police	No change

<u>PUBLIC WORKS - WWTP</u>			
Pretreatment Program Administrative Fee (Choose Option)			
Annual	\$ -	New Fee	\$ 1,500.00
Monthly	\$ -	New Fee	\$ 125.00
Annual DEQ Fees Assessed to the City	\$ -	New Fee	Cost from DEQ
New Industrial Discharge Permit Issuance	\$ -	New Fee	\$ 500.00
Renewal Industrial Discharge Permit Issuance	\$ -	New Fee	\$ 300.00
Demand Inspection Fee	\$ -	New Fee	\$ 100.00
Demand Sampling and Monitoring Fee	\$ -	New Fee	Cost of Service
Enforcement Activities	\$ -	New Fee	Cost of Service

City of St. Helens

RESOLUTION NO. 1790

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST. HELENS, OREGON ADOPTING BUDGET, MAKING APPROPRIATIONS, AND LEVYING TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2017

BE IT RESOLVED that the Common Council of the City of St. Helens, Oregon, hereby adopts the budget for fiscal year 2017-18 in the total of \$40,366,730 now on file in the office of the City Recorder of said City.

BE IT RESOLVED that the Common Council of the City of St. Helens, Oregon, hereby imposes taxes provided for in the adopted budget at the rate of \$1.9078 per \$1,000 of assessed value for tax year 2017-18 upon the assessed value of all taxable property within the district.

	Subject to the General <u>Government Limitation</u>	Excluded from the General <u>Government Limitation</u>
General Fund	\$1.9078 / \$1,000	N/A

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2017, and for the purposes shown below are hereby appropriated as follows:

<u>FUND / DEPT / PROGRAM</u>	<u>APPROPRIATION</u>
General Fund	
Administration	\$ 345,294.00
City Recorder	\$ 288,865.00
City Council	\$ 101,027.00
Court	\$ 371,627.00
Police	\$ 2,776,820.00
Library	\$ 660,073.00
Finance	\$ 756,281.00
Parks	\$ 361,700.00
Planning	\$ 271,900.00
Building	\$ 293,730.00
Non-Departmental	
Operations	\$ 205,000.00
Transfers	\$ 60,000.00
Contingency	\$ 750,000.00
TOTAL GENERAL FUND	\$ 7,242,317.00

<u>Special Revenue Funds</u>	
Visitor & Tourism	
Operations	\$ 275,527.00
Contingency	\$ 10,000.00
Community Development	
Operations	\$ 2,514,000.00
Debt Service	\$ 274,749.00
Contingency	\$ 250,000.00
Community Enhancement	
Operations	\$ 199,575.00
Contingency	\$ 5,481.00
Streets	
Operations	\$ 1,335,292.00
Debt Service	\$ 60,000.00
Contingency	\$ 100,000.00
Streets SDC	\$ 1,119,591.00
TOTAL SPECIAL REVENUE	\$ 6,144,215.00
<u>Enterprise Funds</u>	
Water	
Operations	\$ 2,190,417.00
Debt Service	\$ 562,123.00
Transfer	\$ 300,000.00
Contingency	\$ 100,000.00
Water SDC	\$ 313,099.00
Sewer	
Operations	\$ 3,265,713.00
Debt Service	\$ 729,000.00
Transfer	\$ 300,000.00
Contingency	\$ 100,000.00
Sewer SDC	\$ 929,102.00
Storm	
Operations	\$ 1,601,912.00
Contingency	\$ 100,000.00
Storm SDC	\$ 2,012,930.00
Parks SDC	\$ 146,799.00
TOTAL ENTERPRISE	\$ 12,651,095.00

Internal Service Funds	
IT Services	
Operations	\$ 160,000.00
Contingency	\$ 21,000.00
Equipment	
Operations	\$ 735,000.00
Contingency	\$ 250,000.00
PW Operations	
Operations	\$ 3,077,200.00
Contingency	\$ 2,216.00
Facility Major Maintenance	
Operations	\$ 110,000.00
Contingency	\$ 190,530.00
TOTAL INTERNAL SERVICE	\$ 4,545,946.00
TOTAL APPROPRIATED BUDGET \$ 30,583,573.00	
Unappropriated Fund Balances	
General Fund	\$ 978,401.00
Visitor & Tourism Fund	\$ 212,836.00
Community Development Fund	\$ 68,112.00
Streets Fund	\$ 631,983.00
Water Fund	\$ 3,129,530.00
Sewer Fund	\$ 4,132,524.00
Storm Fund	\$ 128,158.00
IT Services Fund	\$ 60,000.00
Equipment Fund	\$ 441,613.00
TOTAL UNAPPROPRIATED	\$ 9,783,157.00
TOTAL BUDGET \$ 40,366,730.00	

Approved and adopted by the City Council on June 21, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1791

**A RESOLUTION ASSESSING COST OF ABATEMENT AS A LIEN
AGAINST 244 NORTH 2ND STREET, ST. HELENS, OREGON**

WHEREAS, St. Helens Municipal Code (SHMC) Section 8.12.070(1)(a) and 8.12.150(2) provide that no person in charge of any premises shall permit to remain unguarded upon said premises any machinery, automobile bodies or parts thereof, equipment, structures, buildings or other devices having the characteristic of an attractive nuisance or which is liable to attract children, and that the keeping of junk to be on or remain out of doors on any public or private premises within the City is prohibited; and

WHEREAS, on February 22, 2017, notification to the owner of record was accomplished as set forth in SHMC 8.12.250(1) through (3), in that the property located at 244 North 2nd Street, St. Helens, Oregon, was posted with a notice to abate the nuisance and such notice was also mailed via certified first class mail, with a direction to remove or abate the nuisance within 30 days of the notice; and

WHEREAS, since the legal owner of record did not remove or abate the nuisance on the property within the time specified in the order, the City proceeded to abate the nuisance; and

WHEREAS, the legal owner of record was notified by certified first class mail on May 12, 2017, of the costs incurred by the City with an invoice to pay the abatement costs within 30 days; and

WHEREAS, 30 days have passed since the mailing and they have not paid.

NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES that the total expense to the City for abatement of the nuisance is \$714.85, including a five percent overhead charge, has not been paid by the legal owner of record as requested by the City's May 12, 2017, certified mail letter; and it is further

BE IT FURTHER RESOLVED, that the \$714.85 expense to the City for abatement of the nuisance at the property known as 244 North 2nd Street, Tax Account No. 5N1W34-CC-04000, hereby be assessed as a lien in that amount against that property, entered on the docket of City and County liens and bear interest at the rate of ten percent per annum until due as required.

Approved and adopted by the City Council on June 21, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1792

**A RESOLUTION ESTABLISHING GARBAGE & RECYCLING
RATES AND SUPERSEDING RESOLUTION NO. 1754**

WHEREAS, the Columbia County Board of Commissioners approved a 2.1% disposal rate increase in the County Transfer Station tipping fees, effective July 1, 2017; and

WHEREAS, it is essential that this expense to the City's franchise holder, Waste Connections of Oregon, Inc., dba: Hudson Garbage Service, be passed on to their customers with the same effective date.

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

Section 1. Effective July 1, 2017, garbage and recycling rates for the City of St. Helens are hereby adopted as set forth in **Exhibit A**, attached hereto and made a part hereof by this reference.

Section 2. This Resolution supersedes Resolution No. 1754.

Approved and adopted by the City Council on June 21, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE JULY 1, 2017
CITY OF ST. HELENS**

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	New Rate
<u>RESIDENTIAL</u>			
<u>WEEKLY SERVICE</u>			
1 35 Gallon Cart Weekly	PER MONTH	\$ 25.15	\$ 25.34
2 35 Gallon Carts Weekly	PER MONTH	\$ 38.52	\$ 38.91
3 35 Gallon Carts Weekly	PER MONTH	\$ 51.87	\$ 52.45
4 35 Gallon Carts Weekly	PER MONTH	\$ 62.16	\$ 62.93
5 35 Gallon Carts Weekly	PER MONTH	\$ 78.58	\$ 79.54
6 35 Gallon Carts Weekly	PER MONTH	\$ 93.54	\$ 94.70
1 65 Gallon Cart Weekly	PER MONTH	\$ 38.52	\$ 38.91
2 65 Gallon Carts Weekly	PER MONTH	\$ 62.16	\$ 62.93
1 95 Gallon Cart Weekly	PER MONTH	\$ 51.87	\$ 52.45
2 95 Gallon Carts Weekly	PER MONTH	\$ 92.05	\$ 93.21
1 32 Gallon Cart Weekly - No Recycle	PER MONTH	\$ 17.10	\$ 17.29
2 32 Gallon Cart Weekly - No Recycle	PER MONTH	\$ 28.78	\$ 29.17
4 32 Gallon Carts Weekly	PER MONTH	\$ 51.89	\$ 52.66
<u>EVERY-OTHER-WEEK SERVICE</u>			
1 35 Gallon Cart Every Other Week	PER MONTH	\$ 18.24	\$ 18.34
2 35 Gallon Cart Every Other Week	PER MONTH	\$ 27.94	\$ 28.13
3 35 Gallon Cart Every Other Week	PER MONTH	\$ 37.41	\$ 37.70
1 65 Gallon Cart Every Other Week	PER MONTH	\$ 27.94	\$ 28.13
1 95 Gallon Cart Every Other Week	PER MONTH	\$ 37.41	\$ 37.70
1 32 Gallon Cart Every Other Week	PER MONTH	\$ 18.24	\$ 18.34
1 32 Gallon Cart Every Other Week - No Recycle	PER MONTH	\$ 10.11	\$ 10.21
<u>MONTHLY SERVICE</u>			
35 gallon 1x Monthly	PER MONTH	\$ 5.50	\$ 5.54
2 35 gallon 1x Monthly - No New Customers	PER MONTH	\$ 8.97	\$ 9.06
3 35 gallon 1x Monthly - No New Customers	PER MONTH	\$ 12.49	\$ 12.62
35 gallon 1x Monthly - with Recycle	PER MONTH	\$ 10.11	\$ 10.15
65 gallon 1x Monthly	PER MONTH	\$ 8.97	\$ 9.06
95 gallon 1x Monthly	PER MONTH	\$ 12.49	\$ 12.62
32 gallon 1x Monthly	PER MONTH	\$ 5.11	\$ 5.15

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE JULY 1, 2017
CITY OF ST. HELENS**

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	New Rate
<u>ON-CALL SERVICE</u>			
35 Gallon On Call Pickup	PER PICKUP	\$ 5.03	\$ 5.07
65 Gallon On Call Pickup (2 35 Gal) No New Customers	PER PICKUP	\$ 8.58	\$ 8.67
95 Gallon On Call Pickup (3 35 Gal) No New Customers	PER PICKUP	\$ 12.14	\$ 12.27
32 Gallon On Call Pickup	PER PICKUP	\$ 5.03	\$ 5.07
4 35 Gallon On Call Pickup - No New Customers	PER PICKUP	\$ 15.71	\$ 15.89
<u>RECYCLE/GREENWASTE RATES</u>			
RECYCLE SERVICE ONLY	PER MONTH	\$ 8.19	\$ 8.19
RESI RECYCLE WITH GARBAGE	PER MONTH	\$ 4.61	\$ 4.61
GREENWASTE ONLY - RES	PER MONTH	\$ 8.19	\$ 8.19
GREENWASTE SERVICE - RES	PER MONTH	\$ 3.79	\$ 3.79
RECYCLE WITH GREENWASTE	PER MONTH	\$ 11.98	\$ 11.98
<u>COMMERCIAL</u>			
TEMP 2YD CONT	PER PICKUP	\$ 62.59	\$ 63.18
XTRA PER DAY	PER DAY	\$ 2.05	\$ 2.05
CONTAINER OVERLOAD	PER YARD	\$ 14.78	\$ 15.08
CONTAINER PER/EXTRA YD	PER YARD	\$ 14.78	\$ 15.08
LABOR FEE FOR CLEAN-UP (PER 10 MINS)	PER PICKUP	\$ 10.24	\$ 10.24
LOCK BAR FOR CONTAINER	PER PICKUP	\$ 25.60	\$ 25.60
Walk-in - Business	PER PICKUP	\$ 4.00	\$ 4.00
<u>OTHER CAN SERVICES</u>			
EXTRA CAN (32 OR 35 GAL)	PER PICKUP	\$ 3.85	\$ 3.89
EOW OFF WEEK	PER PICKUP	\$ 4.99	\$ 5.03
EXTRA BAG OR BOX	PER PICKUP	\$ 2.72	\$ 2.76
OVERWEIGHT CAN	PER PICKUP	\$ 2.22	\$ 2.26
OVERLOADED CAN	PER PICKUP	\$ 2.22	\$ 2.26
OVERSIZE CAN	PER PICKUP	\$ 2.22	\$ 2.26
SHARPS CONTAINER (Not Offered to New Customers)	PER PICKUP	\$ 20.48	\$ 20.48
SPECIAL TRIP-ON SERVICE DAY	PER PICKUP	\$ 5.12	\$ 5.12
SPECIAL TRIP-OFF DAY	PER PICKUP	\$ 20.00	\$ 20.00
ROLL CAN WALK/DRIVE-IN	PER MONTH	\$ 4.00	\$ 4.00
DRIVE-IN ADD'L 100 FT. INCREMENTS	PER MONTH	\$ 2.05	\$ 2.05
SERVICE RESUME/CART REDELIVERY	ONE TIME	\$ 25.00	\$ 25.00
COLLECTION FEES PAID TO 3RD PARTY COLLECTORS PASSED THROUGH IN FULL	ONE TIME		
RETURNED CHECK FEE		\$ 20.00	\$ 20.00
<u>OTHER RATES</u>			
TIRE under 16" no/rim	PER PICKUP	\$ 5.25	\$ 5.26
TIRE under 16" w/rim	PER PICKUP	\$ 12.32	\$ 12.33
BATTERY	PER PICKUP	\$ 5.15	\$ 5.16
HOT WATER HEATER	PER PICKUP	\$ 27.53	\$ 27.63
SM MATTRESS	PER PICKUP	\$ 9.04	\$ 9.11
M/LG MATTRESS	PER PICKUP	\$ 13.50	\$ 13.60
SM FURNITURE	PER PICKUP	\$ 13.06	\$ 13.08
M/LG FURNITURE	PER PICKUP	\$ 27.24	\$ 27.29
SM APPLIANCE*	PER PICKUP	\$ 13.36	\$ 13.43
M/LG APPLIANCE*	PER PICKUP	\$ 27.53	\$ 27.63

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE JULY 1, 2017
CITY OF ST. HELENS**

<u>ST. HELENS CITY</u>			
<u>Service Description</u>	<u>FREQUENCY</u>	<u>Current Rate</u>	<u>New Rate</u>
<u>WEEKLY COMMERCIAL CAN SERVICE</u>			
1 32 Gallon Can Weekly Business	PER MONTH	\$ 17.10	\$ 17.29
2 32 Gallon Can Weekly Business	PER MONTH	\$ 28.78	\$ 29.17
3 32 Gallon Can Weekly Business	PER MONTH	\$ 40.33	\$ 40.91
4 32 Gallon Can Weekly Business	PER MONTH	\$ 51.89	\$ 52.66
13 32 Gallon Can Weekly Business	PER MONTH	\$ 155.75	\$ 158.26
1 32 Gallon Can 2x Weekly Business	PER MONTH	\$ 28.78	\$ 29.17
1 35 Gallon Can Weekly Business	PER MONTH	\$ 17.10	\$ 17.29
2 35 Gallon Can Weekly Business	PER MONTH	\$ 28.78	\$ 29.17
3 35 Gallon Can Weekly Business	PER MONTH	\$ 40.33	\$ 40.91
4 35 Gallon Can Weekly Business	PER MONTH	\$ 51.89	\$ 52.66
5 35 Gallon Can Weekly Business	PER MONTH	\$ 63.42	\$ 64.38
6 35 Gallon Can Weekly Business	PER MONTH	\$ 74.96	\$ 76.12
1 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 28.78	\$ 29.17
2 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 51.77	\$ 52.54
3 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 71.74	\$ 72.90
4 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 94.10	\$ 95.64
5 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 115.28	\$ 117.21
1 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 43.49	\$ 44.07
2 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 78.36	\$ 79.52
3 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 108.58	\$ 110.32
4 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 138.81	\$ 141.12
5 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 169.00	\$ 171.89
1 65 Gallon Can Weekly Business	PER MONTH	\$ 28.78	\$ 29.17
2 65 Gallon Can Weekly Business	PER MONTH	\$ 51.89	\$ 52.66
3 65 Gallon Can Weekly Business	PER MONTH	\$ 70.43	\$ 71.59
1 95 Gallon Can Weekly Business	PER MONTH	\$ 40.33	\$ 40.91
2 95 Gallon Can Weekly Business	PER MONTH	\$ 80.66	\$ 81.82
3 95 Gallon Can Weekly Business	PER MONTH	\$ 121.00	\$ 122.74
4 95 Gallon Can Weekly Business	PER MONTH	\$ 161.33	\$ 163.64
5 95 Gallon Can Weekly Business	PER MONTH	\$ 201.63	\$ 206.26

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE JULY 1, 2017
CITY OF ST. HELENS**

		<u>ST. HELENS CITY</u>	
Service Description	FREQUENCY	Current Rate	New Rate
Business recycle:			
Office paper weekly			
Cardboard weekly			
Newspaper/Mag weekly			
Glass weekly	PER MONTH	\$ 16.90	\$ 16.90
Tin weekly	PER MONTH	\$ 16.90	\$ 16.90
Milk Jugs weekly	PER MONTH	\$ 16.90	\$ 16.90
Multi-family unit recycle: (5 or more units)			
Office paper weekly			
Cardboard weekly			
Newspaper/Mag weekly			
Glass weekly			
Tin weekly			
Milk Jugs weekly			
<u>EVERY-OTHER-WEEK COMMERCIAL CAN SERVICE</u>			
1 Can Every Other Week—Business	PER MONTH	\$ 10.27	\$ 10.37
35 Gallon Every Other Week Business	PER MONTH	\$ 10.27	\$ 10.37
2 35 Gallon Every Other Week Business	PER MONTH	\$ 17.53	\$ 17.72
65 Gallon Every Other Week Business	PER MONTH	\$ 19.11	\$ 19.30
<u>OTHER COMMERCIAL CAN SERVICE</u>			
32 gallon 1x Monthly Business	PER MONTH	\$ 5.50	\$ 5.54
32 Gallon On Call Pickup Business	PER PICKUP	\$ 5.03	\$ 5.07
Overfill/Overweight Can Business	PER PICKUP	\$ 2.22	\$ 2.26

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE JULY 1, 2017
CITY OF ST. HELENS**

ST. HELENS CITY			
Service Description	FREQUENCY	Current Rate	New Rate
CONTAINER SERVICE			
1 Yard Container Weekly Service = 6.3 32 gal cans	PER MONTH	\$ 85.78	\$ 87.07
*Each additional	PER MONTH	\$ 78.98	\$ 80.27
1 Yard Container 2 x Weekly Service	PER MONTH	\$ 159.18	\$ 161.75
*Each additional	PER MONTH	\$ 146.20	\$ 148.77
1.5 Yard Container 3 x Weekly Service	PER MONTH	\$ 235.88	\$ 239.74
*Each additional	PER MONTH	\$ 205.65	\$ 209.51
1.5 Yard Container 4 x Weekly Service	PER MONTH	\$ 303.58	\$ 308.72
*Each additional	PER MONTH	\$ 259.34	\$ 264.48
1.5 Yard Container 5 x Weekly Service	PER MONTH	\$ 381.04	\$ 387.47
*Each additional	PER MONTH	\$ 327.75	\$ 334.18
1 Yard Every Other Week Service	PER MONTH	\$ 53.39	\$ 54.03
1YD OAM (not offered to new customers)	PER MONTH	\$ 26.50	\$ 26.80
1Yard On Call Pickup (not offered to new customers)	PER PICKUP	\$ 25.90	\$ 26.20
1.5 Yard Container Weekly Service = 9.5 32 gal cans	PER MONTH	\$ 120.94	\$ 122.87
*Each additional	PER MONTH	\$ 111.95	\$ 113.88
1.5 Yard Container 2 x Weekly Service	PER MONTH	\$ 229.87	\$ 233.73
*Each additional	PER MONTH	\$ 213.88	\$ 217.74
1.5 Yard Container 3 x Weekly Service	PER MONTH	\$ 338.79	\$ 344.58
*Each additional	PER MONTH	\$ 312.42	\$ 318.21
1.5 Yard Container 4 x Weekly Service	PER MONTH	\$ 430.20	\$ 437.91
*Each additional	PER MONTH	\$ 396.22	\$ 403.93
1.5 Yard Container 5 x Weekly Service	PER MONTH	\$ 544.66	\$ 554.30
*Each additional	PER MONTH	\$ 491.71	\$ 501.35
1.5 Yard Every Other Week Service	PER MONTH	\$ 76.17	\$ 77.14
1.5YD OAM (not offered to new customers)	PER MONTH	\$ 38.30	\$ 38.75
1.5YD OPU (not offered to new customers)	PER PICKUP	\$ 33.94	\$ 34.39
2 Yard Container Weekly Service = 12.6 32 gal cans	PER MONTH	\$ 160.25	\$ 162.82
*Each additional	PER MONTH	\$ 148.24	\$ 150.81
2 Yard Container 2x Weekly Service	PER MONTH	\$ 302.47	\$ 307.61
*Each additional	PER MONTH	\$ 279.23	\$ 284.37
2 Yard Container 3x Weekly Service	PER MONTH	\$ 453.77	\$ 461.48
*Each additional	PER MONTH	\$ 394.51	\$ 402.22
2 Yard Container 4x Weekly Service	PER MONTH	\$ 574.77	\$ 585.06
*Each additional	PER MONTH	\$ 498.47	\$ 508.76
2 Yard Container 5x Weekly Service	PER MONTH	\$ 717.28	\$ 730.14
*Each additional	PER MONTH	\$ 613.74	\$ 626.60
2 Yard Every Other Week Service	PER MONTH	\$ 83.43	\$ 84.72
2YD OAM (not offered to new customers)	PER MONTH	\$ 47.37	\$ 47.96
2 Yard On Call (not offered to new customers)	PER PICKUP	\$ 40.65	\$ 41.24

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE JULY 1, 2017
CITY OF ST. HELENS**

<u>ST. HELENS CITY</u>			
Service Description	FREQUENCY	Current Rate	New Rate
3 Yard Container 1x Weekly Service	PER MONTH	\$ 209.02	\$ 212.88
3 Yard Container 2x Weekly Service	PER MONTH	\$ 389.55	\$ 397.26
3 Yard Container 3x Weekly Service	PER MONTH	\$ 570.08	\$ 581.65
3 Yard Container 4x Weekly Service	PER MONTH	\$ 750.61	\$ 766.04
3 Yard Container 5x Weekly Service	PER MONTH	\$ 931.05	\$ 950.34
3 Yard On Call (not offered to new customers)	PER PICKUP	\$ 51.76	\$ 52.65
4 Yard Container 1x Weekly Service	PER MONTH	\$ 255.09	\$ 260.23
4 Yard Container 2x Weekly Service	PER MONTH	\$ 495.80	\$ 506.09
4 Yard Container 3x Weekly Service	PER MONTH	\$ 736.48	\$ 751.91
4 Yard Container 4x Weekly Service	PER MONTH	\$ 977.19	\$ 997.76
4 Yard Container 5x Weekly Service	PER MONTH	\$ 1,217.90	\$ 1,243.61
4 Yard Every Other Week Service	PER MONTH	\$ 158.77	\$ 161.35
5 Yard Container 1x Weekly Service	PER MONTH	\$ 353.10	\$ 359.53
5 Yard Container 2x Weekly Service	PER MONTH	\$ 690.75	\$ 703.61
5 Yard Container 3x Weekly Service	PER MONTH	\$ 1,028.46	\$ 1,047.75
5 Yard Container 4x Weekly Service	PER MONTH	\$ 1,366.12	\$ 1,391.83
5 Yard Container 5x Weekly Service	PER MONTH	\$ 1,663.47	\$ 1,695.61
6 Yard Container 1x Weekly Service	PER MONTH	\$ 408.04	\$ 415.75
6 Yard Container 2x Weekly Service	PER MONTH	\$ 816.09	\$ 831.52
6 Yard Every Other Week Service	PER MONTH	\$ 204.05	\$ 207.92
6 Yard On Call (not offered to new customers)	PER PICKUP	\$ 101.15	\$ 102.93
7 Yard Container 1x Weekly Service	PER MONTH	\$ 530.08	\$ 539.08
7 Yard Container 2x Weekly Service	PER MONTH	\$ 869.92	\$ 887.92
7 Yard Container 3x Weekly Service	PER MONTH	\$ 1,274.16	\$ 1,301.16
7 Yard Container 4x Weekly Service	PER MONTH	\$ 1,646.19	\$ 1,682.19
7 Yard Container 5x Weekly Service	PER MONTH	\$ 2,018.24	\$ 2,063.24

GROUND LEASE AGREEMENT WITH OPTION FOR PURCHASE

This Ground Lease Agreement with Option for Purchase (the “**Lease**”) is entered into as of June 6, 2017, by and between the City of St. Helens (the “**City**”), with its principal place of business at 265 Strand Street, St. Helens, Oregon 97051 and ACSP LLC, an Oregon limited liability company, with its principal place of business at 5017 SW 18th Place, Portland, Oregon 97239 (the “**Lessee**”) (collectively the “**Parties**” or individually a “**Party**”).

WHEREAS, the City is the fee simple owner of a certain parcel of land known as the old Boise Cascade Paper Mill (the “**Property**”);

WHEREAS, Lessee desires to develop a commercial cannabis cultivation agricultural park on the Property (the “**Park**”) with Oregon Liquor Control Commission (the “**OLCC**”) and/or Oregon Health Authority (the “**OHA**”) compliant buildings which Lessee will subsequently sublease to producers, processors, wholesalers and/or retailers of recreational and medical cannabis (collectively, the “**Sublessees**”) in compliance with all applicable laws or regulations (including but not limited to the regulations set forth in ORS 475B, OAR 333 Division 7; OAR 333 Division 8; and OAR 845 Division 25), as amended from time to time;

WHEREAS, the City and Lessee desire to enter into this ground lease agreement for the first phase of the Park and jointly plan the Park to ensure that the use of the Park is in compliance with all applicable Oregon, OLCC, OHA, County, and City laws in order to bring jobs back to the City and revitalize the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and covenants contained herein, City and Lessee do hereby covenant, contract and agree as follows:

1. **PREMISES**. The City hereby leases to Lessee and Lessee hereby rents from the City, as Phase 1 of the Park, approximately 9.5 acres of the Property, including all improvements therein or to be provided by the City under the terms of this Lease, the boundaries of such 9.5 acre parcel are generally shown in the drawing marked as Appendix A, which is attached hereto and incorporated by this reference, located in the City of St. Helens, County of Columbia, State of Oregon (herein, “**Phase 1 of the Park**” and/or the “**Premises**”). Throughout the Term the City retains the right to develop and maintain certain commercially reasonable improvements within the Premises (including but not limited to utility lines) provided the same do not unreasonably interfere with the Lessee’s use and enjoyment of the Premises

1.1. **Access Road**: In addition to the above, during the Term (as defined below), the City hereby grants and conveys unto Lessee (and their permitted assigns, licensee, invitees and visitors): (i) the continuous and uninterrupted use of a two lane gravel road (which is nearly complete) from the city road over the City’s portion of the Property to the entrance of Phase 1 of the Park (as generally shown in Appendix A) (the “**Road**”), and (ii) the right to traverse portion of the Park to get from the Premises to the river for purposes of getting to the Premises from personal recreational water craft, it being understood that the City shall not be liable for any maintenance or repair of any

improvements along the water or pathways between the water and the Premises and further, Lessee's obligations to indemnify the City (as provided for in Section 11.2) shall include any claim made for any events occurring in the area between the Premises and the water, regardless of any cause other than the City's intentional misconduct. Neither the City nor Lessee shall erect any improvements or other facilities upon the Road, excluding the roads to be built, which may impair the flow of traffic over and across the same.

2. **TERM/OPTION TO PURCHASE.**

2.1. **Term:** The initial term of the Lease shall commence on June __, 2017 and shall continue thereafter in full force and effect for a period of fifty (50) years (the "***Initial Term***"). Thereafter, this Lease shall automatically renew for a single successive fifty (50) year term (the "***Renewal Term***") under the same terms and conditions as contained herein unless Lessee shall serve written notice on City at least twelve (12) months prior to the end of the Initial Term of its decision to terminate this Lease at the end of the Initial Term. References herein to "Term" means the Initial Term and the Renewal Term.

2.2. **Option to Purchase:** Lessee, as part of the consideration provided herein, is hereby granted by City the exclusive right, option and privilege of purchasing the Premises from the City during the Term of this Lease Agreement for the purchase price of Three Million Dollars (\$3,000,000). The option period shall begin upon the commencement of year five (5) of the Initial Term and shall expire at the end of year 15 of the Initial Term, unless extended otherwise by the Parties in writing (the "***Option Period***"). If Lessee elects to purchase the Premises, Lessee shall provide Landlord with written notice of its intent to Purchase the Premises before the expiration of the Option Period in accordance with Appendix B, which is attached hereto and incorporated by this reference.

3. **BASE RENT.** Subject to any adjustments provided herein, Lessee shall pay to City a monthly base rent (the "***Base Rent***") of Thirty Thousand and NO/100ths Dollars (\$30,000.00), payable on the first day of each calendar month at such place as may be designated by City. Notwithstanding the foregoing, the Base Rent shall be adjusted in accordance with the following adjusted rental schedule (the "***Adjusted Rent***") (the Base Rent and/or Adjusted Rent shall collectively be known as "***Rent***"). Upon Lessee's commencement of paying the Base Rent, Base Rent shall be fixed for 7 years and then shall be adjust for inflation every 5 years thereafter. The rate of inflation shall be equivalent to the Consumer Price Index for the given calendar year.

3.1. **Adjusted Rental Schedule:**

3.1.1. **Month 1 – 10 from Possession** (as defined in Section 9.3.2 below) (the "***Developmental Period***") : During the Developmental Period, Lessee's Base Rent shall be completely abated. The purpose of the Developmental Period is to allow Lessee time to make improvements to the Premises in compliance with city, state, OLCC and OHA regulations, to construct the Road, and to rent out such

improvements to cannabis producers, processors, wholesalers, retailers (if zoning permits), and/or other cannabis related entities, who meet the financial suitability, business, and background requirements of the OLCC and OHA for licensing. For the purposes of clarification, Lessee shall pay City zero dollars per month (\$0) in Base Rent for the first ten (10) months of the Lease.

3.1.2. Month 11 – 21 from Possession: Starting in month eleven (11), Lessee shall pay ten thousand dollars (\$10,000) per month.

3.1.3. Month 22 – 26 from Possession: Starting in month twenty-two (22), Lessee shall pay fifteen thousand dollars (\$15,000) per month.

3.1.4. Month 27 – 32 from Possession: Starting in month twenty-seven (27), Lessee shall pay twenty thousand dollars (\$20,000) per month.

3.1.5. Month 33 from Possession – Month 120 of the Term: Starting in month thirty-three (33), Lessee shall pay the Base Rent of thirty thousand dollars (\$30,000) per month.

3.1.6. Month 121 and thereafter: Starting on the first day of month one hundred twenty-one (121) and every sixty (60) months thereafter during the Term, the Base Rent shall increase by the amount of increase in the Consumer Price Index by a percentage of Base Rent equal to the percentage increase, if any, in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics. The percentage increase shall be computed by comparing the schedule entitled “West Urban Region, All Items, 1982 - 84 = 100” for the latest available month three (3) months preceding the month in which the Lease term commenced with the same figure for the same month in the years for which the adjustment is computed. All comparisons shall be made using index figures derived from the same base period and in no event shall this provision operate to decrease the monthly rent for the Premises below the monthly Base Rent then being paid as provided in this Lease. If the index cited above is revised or discontinued during the Term, then the index that is designated by the Portland Metropolitan Association of Building Owners and Managers to replace it shall be used.

3.2. **OLCC/OHA Licensing Issues/Development Issues**: In the event that Lessee encounters issues constructing Phase 1 of the Park as planned during the Developmental Period (e.g. is unable to complete the build out of Phase 1 of the Park, encounters licensing issues, building permit issues, construction issues, land use issues, etc.) and/or is unable find suitable licensed cannabis producers, processors, wholesalers and/or retailers to lease space in Phase 1 of the Park for the Use below (e.g. due to licensing issues with the OLCC or OHA), Lessee shall upon written notice to the City specifying the issues, be entitled to extend the Developmental Period for an amount of time not to exceed nine (9) months (the “*Extended Developmental Period*”), unless mutually agreed otherwise in writing. In the event Lessee is unable to complete the

Developmental Period within the Extended Developmental Period, Lessee shall be entitled to terminate this Lease, if it so chooses, with no further obligation to the City, except as provided for herein.

3.3. **Late Fees; Interest:** Any Rent payment or other payment due by the Lessee under this Lease not received on or before 12:00 midnight of the tenth (10th) day after such payment is due shall be subject to a late charge equal to ten percent (10%) of the monthly payment due and shall constitute additional rent due to the City under this Lease. Additionally, any sum due and payable to City under the terms of this Lease which is not received on or before 12:00 midnight of the tenth (10th) day after such payment is due shall bear interest at the rate of ten percent (10%) or the maximum rate permitted by law from the date when the same becomes due and payable by the provision hereof until paid.

4. **USE.** The City acknowledges and agrees that the intended Use of Phase 1 of the Park is as a licensed cannabis production, processing, distribution (and, if zoning permits, retail park however issues surrounding retail use of all or any portion of the Premises cannot be a basis for a delay in the commencement of Rent pursuant to Section 3.2 of this Lease) that will consist of many separate buildings that are densely populated with recreational and/or medical cannabis products, which shall be sited on separate pads with separate utilities and addresses. City further acknowledges that it is Lessee's intent to sublease the buildings it constructs on Phase 1 of the Park to, *inter alia*, OLCC and/or OHA compliant cannabis cultivation operations (producers), cannabis processing facilities, cannabis retail operations (if zoning permits), manufacturers of cannabis edible products and CO2 oil products, as well as CBD medical research facilities in cooperation with OHSU and any other legal cannabis related activity (the "*Use*"). The Premises will be designed and developed to accommodate the most efficient and profitable use.

5. **TAXES AND OTHER ASSESSMENTS.**

5.1. **Real Estate Taxes and Assessments.** During the Term, Tenant shall pay or cause to be paid all state and county real estate taxes and other assessments assessed against the Premises and other improvements thereon. Taxes shall be prorated for the first and last years of the Lease. The term "Real Property Taxes" shall include (i) any taxes, general or special assessment together with statutory interest thereon, license fees, business taxes, rental taxes, excise taxes, value added taxes, levies or charges of any kind whatsoever imposed by any state or county governmental entity against or upon the Property, including the right to rent or other income therefrom, the business of leasing, or the change in ownership of real property; (ii) any taxes, assessments, levies, license fees, business taxes, impositions in lieu taxes, fees, excises or charges measured by the value of real property or imposed as a charge for any state or county governmental services or improvements such as, but not limited to, fire or police protection, public transportation, street or sidewalk maintenance or refuse removal; (iii) any taxes, assessments, levies, license fees, business taxes, impositions in lieu taxes, fees, excises or charges which are levied against, upon, measured by or attributable to any and all leasehold improvements to the Premises over and above the base building shell, whether installed or paid for by City or Lessee, and upon any and all fixtures, equipment and personal property installed

or located in the Premises, or levied upon, measured by or reasonably attributable to the cost or value of any of the foregoing; (iv) any imposition enacted by way of substitution for or in addition to all or any of the impositions described in subparagraphs (i) through (iii); and (v) the reasonable costs incurred by City in contesting any real property taxes or assessments, including fees of attorneys, consultants, accountants and appraisers for any tax parcel which includes the Premises together with property not leased by the Lessee. Real Property Taxes for the first and last years shall be prorated to coincide with the beginning and end of the Term.

5.2. **Personal Property Taxes.** Lessee shall pay before delinquency any and all taxes, assessments, license fees and public charges levied, assessed or imposed and which become payable during the term hereof upon Lessee's fixtures, furniture, appliances, personal property and inventory installed or located in the Premises.

6. **UTILITIES.** Lessee shall pay when due all charges incurred for any utility services metered and supplied to Phase 1 of the Park, including charges for water, sewer, gas, heat, electrical, telephone, and trash removal services, and all other services and utilities used on Phase 1 of the Park. The City shall not be liable for any interruption or failure in the supply of any utility to the Premises. The City and Lessee shall work together to determine the final requirements for providing utility services (water, power, sewer, and grey water disposal), access, and creating separate parcels within Phase 1 of the Park which will comply with the OLCC and/or OHA requirements. The Water Supply shall be provided by the City's Water Department and billed in accordance with the then current billing rates for the general public, without any additional charge for Lessee's type of Use.

7. **COMPLIANCE WITH LAW.** Lessee, and all of Lessee's Sublessees, shall comply with all applicable State and Local statutes, ordinances, rules, regulations, orders and requirement in effect during the Term or any part of the Term hereof regulating the Use by Lessee or its Sublessees of Phase 1 of the Park, including, but not limited to, ORS 475B, OAR 333 Division 7; OAR 333 Division 8; and OAR 845 Division 25, as amended from time to time, the OLCC rules and the OHA rules. Lessee and its Sublessees shall comply with all Federal laws to the extent they are not inconsistent with ORS 475B, OAR 333 Division 7; OAR 333 Division 8; and OAR 845 Division 25, as amended from time to time, the OLCC rules, the OHA rules and/or any other Oregon statute, ordinance, rule or regulation that authorizes the legal production, processing, distribution and/or sale of cannabis (if zoning permits), whether medical or recreational, in the State of Oregon. The City acknowledges and agrees that the status of cannabis under federal law is not a valid defense to any claim arising hereunder and knowingly waives its rights to present any such defense in a court of law or otherwise against Lessee or any of Lessee's Sublessees.

8. **CONDITION OF PREMISES.** Except as provided for in Section 9.3 herein, the obligations of which shall survive beyond Lessee's occupancy of any part of the Premises, Lessee shall have inspected the Premises and accepts the same in an "AS IS" condition. City and the City's agents have made no representations to Lessee concerning the Premises except those specified herein (including but not limited to the provisions of Section 9.3 herein). By entering into occupancy of any part of the Premises, Lessee shall be deemed to have agreed that City, up

to the time of such occupancy, had performed all of its obligations hereunder with respect to such part and that such part was in satisfactory condition as of the date of such occupancy and City has no obligation to perform any work hereunder other than the work provided for in Section 10.3 herein.

9. **MAINTENANCE, REPAIRS AND ALTERATIONS.**

9.1. **Lessee Improvements:** Lessee may make any and all tenant improvements to Phase 1 of the Park as Lessee requires in order to properly conduct Lessee's anticipated Use and to maintain compliance with the rules and regulations promulgated in ORS 475B, OAR 333 Division 7; OAR 333 Division 8; and OAR 845 Division 25, the OLCC rules, the OHA rules, or any other state or local ordinance, including, but not limited to, building new structures, parking lots, roads and store fronts, installing security gates and cameras, installing specialized lighting, electrical systems, temperature control systems, humidity control systems, watering systems, irrigation, and cold storage modular structures (collectively, "***Lessee Improvements***"). The parties agree that Lessee shall be solely responsible for the cost of all Lessee Improvements to Phase 1 of the Park.

9.2. **Lessee's Obligations:**

9.2.1. **Repairs and Maintenance.** Lessee shall, at Lessee's expense, keep Phase 1 of the Park in working order, operating condition, good repair, and appearance. Lessee shall additionally maintain the exteriors of any new buildings it constructs.

9.2.2. **Hazardous Substances.** With the exception of hazardous substances used and generated in conjunction with Lessee's and/or Lessee's Sublessees' Use and/or the operation of a cannabis related business, including but not limited to, *inter alia*, substances regularly used in the production, processing, distribution, wholesaling and/or medical research of medical and/or recreational marijuana, and the byproducts thereof, and provided further that such substances are all used and stored in compliance with all applicable regulations (when properly used and stored, the "***Approved Substances***"), Lessee shall not store, use, sell, release, generate or dispose of any hazardous substances in, on or about the Premises without the prior written consent of City. With respect to any hazardous substances stored, used, generated or disposed of from the Premises, other than Approved Substances, Lessee shall promptly, timely and completely comply with all governmental requirements for recording and recordkeeping; submit to City true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authority; within five (5) days of City's request, provide evidence satisfactory to City that Lessee's compliance with all applicable governmental rules, regulations and requirements; and comply with all governmental rules, regulations and requirements regarding the use, sale, transportation, generation, treatment and disposal of hazardous substances. Prior to the expiration and surrender of the Premises by Lessee, Lessee shall remove any and all hazardous

substances (including without limitation ACMs), other than Approved Substances, which Lessee, its employees, agents, contractors and/or sublessees have brought onto the Premises, or built into or otherwise utilized, stored or disposed of in the Premises, including without limitation leasehold improvements, wall, flooring and ceiling materials. Lessee shall be solely responsible for and shall defend (with counsel acceptable to City, such approval not be unreasonably withheld), indemnify and hold City, its agents affiliates and employees harmless from and against all claims, costs, damages, judgments, penalties, fines, losses, liabilities and expenses, including attorneys' fees and costs, arising out of or in connection with Lessee's breach of its obligations contained in this Section 9.2.2 (including, without limitation, diminution in value of the Premises and sums paid as settlement of claims, attorneys' fees, consultant fees, and expert fees, whether or not used at trial or in a proceeding) which arise during or after the Term as a result of such contamination. Lessee shall be solely responsible for and shall defend (with counsel acceptable to City, such approval not be unreasonably withheld), indemnify and hold City, its agents, affiliates and employees harmless from and against any and all claims, costs, damages, lawsuits, penalties, liens, losses and/or liabilities, including attorneys' fees and costs, arising out of or in connection with removal, cleanup and restoration work and materials necessary to return the Premises and any other property of whatever nature to their condition existing prior to the appearance of Lessee's hazardous substances on or about the Premises, other than Approved Substances; provided that City's written approval of such actions and that of any Lender shall first be obtained, which approval shall not be unreasonably withheld so long as the actions would not potentially have any material adverse, long-term or short-term effect on the Premises, or the Property. Notwithstanding anything else set forth herein, Lessee's obligations under this Section 9.2.2 shall survive the expiration of this Lease

9.2.3. Lessee will not create or permit to be created or to remain, and will discharge, any lien (including, but not limited to, the liens of mechanics, laborers or materialmen for work or materials alleged to be on or furnished in connection with the Premises), encumbrance or other charge upon the Premises or any part of Lessee's lease-hold interest therein.

9.3. **City's Obligations:**

9.3.1. **Land Use Compatibility Statement:** The City acknowledges that Lessee and/or Lessee's Sublessees will be required to get licensed by the OLCC and/or the OHA prior to being able to conduct the anticipated Use. Lessee and/or Lessee's Sublessees shall be required to provide the OLCC and/or the OHA with a Land Use Compatibility Statement ("**LUCS**") attested to by City as part of the application process to the OLCC and/or the OHA. City agrees to process such LUCS requests from the OLCC and/or the OHA on behalf of the Lessee and/or Lessee's Sublessees expeditiously and in good faith in order to streamline the OLCC and/or the OHA application process so that the Lessee and/or Lessee's Sublessees can commence operations at Phase 1 of the Park by the earliest

possible date.

9.3.2. Clean Up: Prior to delivery of Possession of the Premises to the Lessee (herein, ***“Possession”***), City shall clean all debris and trash from Phase 1 of the Park prior to Lessee taking possession of Phase 1 of the Park.

9.3.3. Remediation: City shall retain the responsibility for and pay for any remediation measures required by governmental entities having jurisdiction with respect to the existence of any hazardous substances on Phase 1 of the Park, unless such remediation measure is required as a result of Lessee’s Use of Phase 1 of the Park, in which event Lessee shall be responsible for such payment. The City has the right to approve and be involved in any actions dealing with remediation of hazardous substances during the Term of this Lease and Lessee shall promptly provide notice of any proposed investigation or plans for remediation prior to commencing any such work. Notwithstanding the foregoing, Lessee acknowledges that certain portions of the Premises and the Property sit atop a former landfill site, which has been capped and closed with no further action required (the ***“Capped Sites”***). Lessee acknowledges and agrees that any structures constructed on top of the Capped Sites, and utilities buried therein, will require shallow footing designs (similar to existing structures) to ensure the integrity of the cap and to avoid environmental impacts and the need for remediation. The City shall provide Lessee with a detailed map of all Capped Sites in the Premises and on the Property prior to commencement of this Lease so that Lessee has notice of where the Capped Sites are located.

9.3.4. Scrap Metals. City acknowledges that the Premises currently contains an expansive amount of scrap metal (the ***“Scrap Metal”***) which is scattered amongst Phase 1 of the Park and which interferes with Lessee’s plans for developing Phase 1 of the Park. City has begun and agrees to complete the process to move the Scrap Metal from the Premises, at City’s expense.

9.3.5. Survey and Tax Overlay Map. City acknowledges and agrees that City shall, at City’s expense, have a new Tax Overlay Map created for Phase 1 of the Park generally in accordance with Appendix A and approved by Columbia County and City. The City shall additionally have Phase 1 of the Park surveyed, at City’s expense, if necessary in order to create the Tax Overlay Map.

9.3.6. Sewer Line and Roof. City shall have both the sewer line and roof of the buildings currently on Phase 1 of the Park inspected prior to Possession and have repairs or service made to both, as needed, so that they are in good working order on the date of Possession.

9.4. Inspection of Premises: City, in its capacity as the lessor under this Lease, shall not be permitted to inspect the Premises without at least seven (7) days advance written notice to Lessee of City’s desire to inspect the Premises. City acknowledges and agrees that, Lessee and/or one of Lessee’s Sublessees’ authorized employees has the right to be present and accompany City any time that City desires to

inspect the Premises and further agrees that all such access shall comply with all applicable laws, including but not limited to OLCC and OHA rules and regulations. City further acknowledges and agrees that certain areas of the Premises will have restricted access per the rules promulgated in ORS 475B, OAR 333 Division 7; OAR 333 Division 8; and OAR 845 Division 25, the OLCC rules and/or the OHA rules due to the nature of the Sublessees' Use and that City may consequently be prevented from inspecting such areas if such rules prohibit access. Nothing herein shall be deemed to limit the rights to enter into the Premises that the city may have under any applicable rule or regulation.

10. **ALTERATIONS.** Alterations may be made to the Premises without the prior written consent of the City as the lessor under this lease. To the extent building permits are required Lessee agrees to obtain any such permits through the normal process and this Lease shall not be interpreted as a waiver of any of such obligations. All alterations to the Premises, except physical structures that are immovable (such as buildings that Lessee constructs on the Premises which shall remain the property of the City), shall remain the property of and belong to Lessee and/or Lessee's Sublessees upon termination of the Lease, including, but not limited to, any and all trade fixtures specific to Lessee's and/or its Sublessees' Use, trade equipment, machinery, security cameras, security systems, specialized lighting, electrical systems, temperature control systems, humidity control systems, watering systems, irrigation, and any and all cold storage modular structures that have been affixed to the Premises, or any structures constructed on the Premises, and everything therein (collectively, "***Trade Fixtures***"). For the purposes of clarification, no Trade Fixture shall be considered a fixture of the Premises solely by its annexation to a physical structure on the Premises or the Premises itself. Lessee acknowledges and agrees that all Trade Fixtures shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. The City acknowledges and agrees that it shall provide all necessary building permits that Lessee and/or Lessee's Sublessees require to properly construct Phase 1 of the Park at the then current rates for permits without any additional charge for Lessee's type of Use.

11. **INSURANCE AND INDEMNITY.**

11.1. **Liability Insurance:** Lessee shall, at all times during the term of this Lease, carry at its own expense, the following insurance, issued by one or more insurance companies acceptable to City, which approval shall not be unreasonably withheld, covering Lessee's use, occupancy and operations on the Premises and cause its Sublessees to do the same:

11.1.1. Commercial general liability insurance which insures against claims for bodily injury, personal injury, advertising injury, and property damage based upon, involving, or arising out of the use, occupancy, or maintenance of the Premises, including but not limited to the Lessee's obligations under this Lease (including without limitation Section 11.2 herein). In an amount equal to or greater than \$2,000,000 per occurrence and \$5,000,000 in the aggregate. Additionally, the minimum coverage required shall be no less than the Oregon Tort Claims Limits for public entities and shall comply with State, local, OLCC and OHA regulations; and

11.1.2. All risk property insurance including theft, sprinkler leakage and boiler and machinery coverage on all of Lessee's trade fixtures, furniture, inventory and other personal property in the Premises, and on any alterations, additions, or improvements made by Lessee upon the Premises all for the full replacement cost thereof. Lessee shall use the proceeds from such insurance for the replacement of trade fixtures, furniture, inventory and other personal property and for the restoration of Lessee's improvements, alterations, and additions to the Premises. The City shall be named as loss payee with respect to any improvements which existed as of the date of this Lease, including any alterations, additions, or improvements of thereto; and

11.1.3. All other forms of insurance required by any applicable laws or regulations; and

11.1.4. Such insurance policy or policies shall name City as an additional insured and shall provide that it may not be cancelled or materially changed without at least thirty (30) day prior written notice to City. Lessee shall furnish City with proof of such insurance, before taking possession of the Premises, before the expiration of any policy and otherwise upon request; and

11.1.5. The City, at its sole option, may provide Lessee with the option of being covered under a City insurance policy for the Premises (and any future phases) provided the cost is equivalent to, or less than, insurance policies that are publicly available to Lessee and its Sublessees; and

11.1.6. The limits and types of insurance required by the City hereunder shall be subject to change from time to time, upon written notice from the City. Notwithstanding the foregoing, the City shall under no circumstances require Lessee or any of Lessee's Sublessees to procure any type of insurance and/or coverage amounts that are in excess of industry standards for other commercial uses.

11.2. **Indemnity**. Subject to the provisions of state statutes related to the City's obligations, each party (the, "***Indemnifying Party***") shall defend and indemnify the other party, their officers, agents, and employees (the, "***Indemnified Parties***"), from any and all claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death,) or damage to real or tangible personal property (including loss or destruction), caused by the negligence or other tortious acts of the Indemnifying Party (including, but not limited to, acts and omissions of the Indemnifying Party's officers, employees, agents, contractors, and subcontractors). The Indemnifying Party's indemnity obligation under this section shall be reduced to the extent by which the liability, damage, or expense results from the negligence or other tortious acts of the Indemnified Party, the Indemnifying Party's officers, employees, or agents, or a third party.

11.3. **Mutual Release/Non-Liability of City**. Each of the parties hereto hereby

waives any and all right of action for negligence against the other party hereto which may thereafter arise for damage to the Premises, to property therein, or the right to use and occupancy resulting from any fire or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not or in what amounts such insurance is now or hereafter carried by the parties hereto, or either of them, unless such waiver is expressly prohibited under the insurance policy or policies then in force. City shall not be liable for any damage to property of Lessee or of others located on the Premises, nor the loss of or damage to any property of Lessee or of others by theft or otherwise. City shall not be liable for injury or damage to property resulting from any peril, including but not limited to the following: fire, explosion, sprinklers, falling plaster, steam, gas, electricity, water, rain, snow or leaks from the pipes, appliances, plumbing, roof, street or sub-surface, or from any other place or from dampness. Lessee assumes the risk of all property kept or stored on the Premises and shall hold the City harmless from any claims arising out of damage to the same. Lessee shall give immediate notice to the City in case of fire or accidents on the Premises or in the Lessee's Premises or defects thereon or therein. In consideration of the benefits accruing hereunder, Lessee and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by City: (a) the sole and exclusive remedy shall be against the Premises; (b) no partner, official, director, or officer of City shall be sued or named as party in any suit or action (except as may be necessary to secure jurisdiction of City); (c) no service of process shall be made against any partner, official, director, or officer of City (except as may be necessary to secure jurisdiction of City); (d) no partner, official, director, or officer of City shall be required to answer or otherwise plead to any service of process; (e) no judgment will be taken against any partner, official, director, or officer of City; (f) any judgment taken against any partner, official, director, or officer of City may be vacated and set aside at any time without hearing; (g) no writ of execution will ever be levied against the assets of any partner, official, director, or officer of City; (h) these covenants and agreements are enforceable both by City and also by any partner, official, director, or officer of City. Lessee agrees that each of the foregoing covenants and agreements shall be applicable to any covenant or agreement either expressly contained in this Lease or imposed by statute or at common law.

12. **DAMAGE OR DESTRUCTION.** If, during the Term of the Lease or any Renewal Term thereof, all or part of the Premises or any structures built on the Premises should be damaged or destroyed partially or totally by fire or other casualty, which significantly damages the Premises, or any part thereof, such that it significantly impacts Lessee's and/or Lessee's Sublessees' Use, this Lease shall continue thereafter in full force and effect except as hereinafter provided, and the Lessee shall cause the reconstruction of said building within ninety (90) days following such destruction to substantially the same condition in which it existed at the time immediately preceding such destruction; however, in no event shall the Lessee be obligated to incur any costs or expenses in excess of insurance proceeds received by the Lessee or to commence repairs until insurance proceeds are received. In the event the Lessee does not desire to have the structures repaired or replaced after loss or damage, this Lease shall be deemed terminated and of no further force or effect, in which case all insurance proceeds for buildings that existed upon delivery of Possession shall be assigned to the City (plus an amount of funds

necessary to clear the Premises of all debris left behind as a result of the casualty, including funds for removal of foundations and other improvements) and the insurance proceeds allocable to any new buildings or structures on the Premises shall be the property of the Lessee. Until terminated as provided for in this section, there shall be no abatement or reduction in the rental obligations due hereunder do to any casualty or other damage.

13. **ASSIGNMENT AND SUBLETTING.** Lessee may sublet any part of the Premises without City's prior written consent to any licensed recreational or medical marijuana entity, or any entity that intends to apply for such licenses, that Lessee, in its sole and absolute discretion, authorizes to become a part of the Premises ("***Sublessees***"). Lessee may additionally assign this Lease to any other entity that Lessee, or its members, owns a majority interest in without City's prior written consent. Notwithstanding the foregoing, Lessee shall not voluntarily, or by operation of law, otherwise assign, transfer, mortgage or encumber all or any part of Lessee's interest in this Lease or in the Premises without City's prior written consent. City shall be named as a third-party beneficiary of any such assignment or sublease.

14. **EXCLUSIVITY/RIGHT OF FIRST REFUSAL/OPTION.**

14.1. **Exclusivity.** The City acknowledges and agrees that in consideration of the substantial investment that Lessee will be making in the Premises and the City of St. Helens itself, Lessee and Lessee's Sublessees shall be the only entities and/or persons permitted to engage in any cannabis related activities on the remaining acreage of the Property (i.e. on any part of old Boise Cascade Paper Mill) for a period of ten (10) years from the Effective Date hereof. Lessee acknowledges and agrees that the foregoing provision shall not be effective against any current tenant on a portion of the Property.

14.2. **Right of First Refusal.** City further acknowledges and agrees that Lessee shall have the first right to negotiate for the lease of any remaining acreage of the Property for subsequent phases of the Property (Phase 2, Phase 3, Phase 4, Phase 5 and any and all future planned phases) as generally shown on Appendix A (the proposed boundaries of which, and order of expansion, may be subject to change).

14.3. **Option.** Lessee has expressed a desire to grow the Park to comprise approximately 80 acres of property (or more) and the City desires to accommodate such growth. As such, City hereby grants to the Lessee the option to lease additional acreage (in approximately three pieces/parcels) in the Property to a total (when considered together with the Premises) of approximately eighty (80) acres of land (the "***Option Acreage***"). Such option shall be upon the following terms and conditions:

14.3.1. The rent for the Option Acreage shall be the fair market value of the same, which shall take into consideration the condition of the parcel(s) and any improvements, or lack thereof, thereon.

14.3.2. Each option shall be exercised by the Lessee by providing to the City a written notice (within the time frames provided for in Section 14.3.3 below) stating how much of the Option Acreage that the Lessee desires to lease.

14.3.3. The Lessee shall have the option granted in this Section 14.3 for the first ten (10) years of this Initial Term, provided that the Lessee leases Phase 2 on or before the 36th Month of the Initial Term, and has leased a total (inclusive of the Premises) of approximately 40 acres before the expiration of the 60th Month of the Initial Term.

14.3.4. Unless waived by the Lessee pursuant to the provisions of Section 14.2 herein, the first option parcel must be Phase 2.

14.3.5. To the extent Lessee exercises any Right of First Refusal, as contemplated by Section 14.2 herein, such acreage shall be counted against the Option Acreage granted to the Lessee herein and toward the requirements of Section 14.3.3 herein.

15. **COMMUNITY BENEFIT FEE.** During the Term of this Lease, Lessee shall donate five percent (5%) of the gross value of the Rent to the City (or a charity(ies) of the City's choosing) as a community benefit fee (the "***Community Benefit Fee***"). The Parties shall negotiate in good faith the frequency with which Lessee shall be required to donate the Community Benefit Fee to the City/City's charity(ies) (i.e. annual donations, quarterly donations or monthly donations). The Community Benefit Fee shall be abated in the same manner as all other Rent due hereunder (e.g. if Lessee is only required to pay an Adjusted Rent of \$10,000 for the month in question than the Community Benefit Fee shall be \$500 for that month).

16. **PUBLIC SAFETY, EDUCATION AND PARKS FUND.** During the Term of this Lease and continuing thereafter in the event Lessee purchases the Premises, Lessee shall donate One Thousand Dollars (\$1,000) per month per each Ten Thousand (10,000) square foot canopy grown on the Premises (each a "***Canopy***") to the City (the "***Public Safety, Education and Parks Fee***"). The Public Safety, Education and Parks Fee shall not apply to any individual Canopy until six (6) months after the first full production cycle of that particular Canopy. Furthermore, the Public Safety, Education and Parks Fee shall only be applicable as long as the particular Canopy is being grown during all or any portion of any month in questions (i.e. if Lessee or Lessee's Sublessees stops growing the Canopy on the square footage in question then Lessee shall not longer be required to pay the Public Safety, Education and Parks Fee associated with that Canopy). Each Public Safety, Education and Parks Fee shall be added to a Safety and Education Impact Fund that shall be administered by the City Council. The obligations of this provision shall survive and continue beyond any purchase of the Premises by the Lessee and the parties shall agree to record an agreement to memorialize these provisions at closing of any sale.

17. **DEFAULT/BREACH.** In addition to other default occurrences as set forth herein, the occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:

17.1. The vacating or abandonment of the Premises by Lessee for a period of sixty (60) consecutive days or more during the Term while in default of Lessee's obligation to pay Rent.

17.2. The failure by Lessee to make any payment of Rent or any other payment

required to be made by Lessee hereunder within fifteen (15) days after receiving written notice from the City that it is due.

17.3. The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than payment of Rent or other payments required hereunder if such failure is not cured within thirty (30) days after notice is given thereof. The parties hereby agree that a breach of any of the covenants, conditions and provisions of this Lease by Lessee, which is not cured within the applicable cure period, shall constitute a material breach hereof.

17.4. Under no circumstances shall the status of cannabis, or any cannabis related activity, under federal law qualify as a condition of default or breach hereunder.

18. **REMEDIES.** Upon the occurrence of any default hereof, and Lessee's failure to cure the same within the time permitted hereunder, then in addition to any other right or remedy which may be available by law, the City shall have the right, at City's option, to terminate this Lease and the Term hereof, as well as all the right, title and interest of Lessee or any Sublessee hereunder, shall wholly cease and expire in the same manner and with the same force and effect, save as to Lessee's liability, as if the date fixed by the notice was the expiration of the term herein originally granted; and Lessee shall immediately quit and surrender to the City the Premises and each and every part thereof, and the City may enter into or repossess the Premises, either by force, summary proceedings, or otherwise. The right granted to the City in this section or any other section of this Lease to terminate this Lease shall apply to any extension of the Term hereby granted and the exercise of any such right to the City during the term hereby granted shall terminate any extension of the term hereby granted and any right on the part of Lessee thereto.

19. **TERMINATION.** Lessee may terminate this Lease upon sixty (60) day written notice to the City if any new federal, state, local or municipal laws, regulations, rules, fees or taxes make it illegal or commercially impracticable to continue Lessee's or Lessee's Sublessees anticipated Use hereunder. The City may terminate this Lease upon sixty (60) day written notice to Lessee of any if any state law makes it illegal to continue Lessee's anticipated Use hereunder or if Lessee's Use of the Premises results in federal prosecution, fines or other financial penalties or seizure of all or any portion the Property under federal forfeiture laws.

20. **SURRENDER.** On the expiration or earlier termination of this Lease, Lessee shall surrender the Premises to the City in good condition and repair, broom clean. Lessee shall remove at its own expense Lessee's personal property, whether installed in the Premises by Lessee or any permitted occupant. If the Premises or the Property are damaged as a result of the removal of Lessee's personal property, Lessee shall promptly pay to City the cost of repair. Lessee shall complete such removal on or before the expiration or termination of this Lease, or City may, at City's option, retain any or all of Lessee's personal property and title thereto shall thereupon vest in the City without the execution of documents of sale by Lessee. Thereafter, City may remove any or all items of Lessee's personal property from the Premises and dispose of them in any manner City sees fit. In that event, Lessee shall pay upon demand to the City the actual expenses of removal and disposition, together with interest at twelve percent (12%) per annum from the date of payment by the City until repayment.

21. **HOLDING OVER.** If the City agrees in writing that Lessee may hold over after the expiration or earlier termination of this Lease, unless the parties hereto otherwise agree in writing as to the terms of such holding over, the holdover tenancy shall be subject to termination by the City or Lessee at any time upon not less than thirty (30) days' prior written notice. If Lessee holds over without the consent of the City, the same shall be a tenancy at will terminable at any time, and Lessee shall be liable to the City for, and Lessee shall indemnify, protect, defend and hold the City harmless from and against, any damages, liabilities, losses, costs, expenses or claims suffered or caused by such holdover, including damages and costs related to any successor tenant of the Premises to whom the City could not deliver possession of the Premises when promised. All of the other terms and provisions of this Lease shall be applicable during any holdover period, with or without consent, except that Lessee shall pay to Landlord from time to time upon demand, as Rent for the period of any holdover, an amount equal to two hundred percent (200%) of the last then applicable rent plus all other charges in effect on the termination date, computed on a daily basis for each day of the holdover period. No holding over by Lessee, whether with or without consent of the City, shall operate to extend this Lease. The preceding provisions of this provision shall not be construed as City's consent to any holding over by Lessee.

22. **MISCELLANEOUS PROVISIONS.**

22.1. **Captions.** The various headings and numbers herein and the grouping of the provisions of this Lease into separate sections and paragraphs are for the purpose of convenience only and shall not be considered a part hereof.

22.2. **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the City and Lessee, and neither the method of computation of rent nor any other provision contained in the Lease nor any acts of the parties hereto shall be deemed to create any relationship between the City and Lessee other than the relationship of City and Lessee.

22.3. **No Construction Against Drafting Party.** Each Party to this Lease expressly recognizes that this Lease either: (a) results from a negotiation process in which each Party was represented by counsel and contributed to the drafting of this Agreement; or (b) that the City was encouraged to consult legal counsel but chose not to do so. Given these facts, no legal or other presumptions against the Party drafting this Lease concerning its construction, interpretation or otherwise accrue to the benefit of any Party to this Lease, and each Party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Lease.

22.4. **Independent Counsel.** The City expressly acknowledges that it has independently evaluated the terms and conditions contained herein and has sought the advice of independent legal counsel with respect thereto, and that the City has not relied upon any representations of Lessee and/or Lessee's representatives or agents with respect to the Lease.

22.5. **Law; Consent to Jurisdiction; Arbitration.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon applicable to contracts entered into and wholly to be performed within the State of Oregon. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by final and binding arbitration before a single arbitrator in Portland, Oregon, in accordance with the procedures set forth in Oregon Revised Statutes (ORS) 36.600 through ORS 36.740. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Oregon. The parties irrevocably submit to the jurisdiction of such competent court solely for such purposes.

22.6. **Attorney's Fees and Costs.** In the event that any litigation, arbitration or other causes of action (collectively, "***Actions***") must be instituted by either party as a result of a dispute over any provisions or term of this Lease, or the performance, or lack thereof, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees for services rendered in connection with such Actions, including appellate proceedings and post judgment proceedings.

22.7. **Non-Waiver.** No waiver by either party of any provision of this Lease shall be deemed to be nor shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver.

22.8. **Entire Agreement.** This Lease encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written, in connection with the subject matter of this Lease. The parties hereby acknowledge and represent, by signing this Lease, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Lease, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Lease. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Lease.

22.9. **Amendment.** This Lease may only be amended, modified, supplemented or otherwise altered with the express written consent of all parties hereto.

22.10. **Severability.** If any provision or paragraph of this Lease shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions or paragraphs shall in no way be affected or impaired thereby and shall remain in full force and effect.

22.11. **Successors in Interest.** The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto

22.12. **Notices.** All notices, statements and payments to the respective parties required by this Lease shall be made in writing and shall be given by personal delivery or sent via certified mail, return receipt requested to the address first set forth above, or at any other address that as either party may designate in writing from time to time in accordance with the terms of this Lease. Notices are deemed effective upon delivery or dispatch via certified mail, return receipt requested, except that address changes are effective upon receipt.

22.13. **Counterparts.** This Lease may be signed in counterparts and may be delivered by facsimile and/or e-mail, each of which may be deemed an original, and all of which together constitute one and the same agreement.

22.14. **OFAC Certification.** Landlord and Tenant hereby certify each to the other that:

22.14.1. They are not acting, directly or indirectly, for or on behalf of any person or entity (i) listed in the annex to Executive Order No. 13224 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), (ii) subject to any sanction program administered by the United States Department of the Treasury, Office of Foreign Assets Control ("OFAC"), and/or (iii) named on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC; and

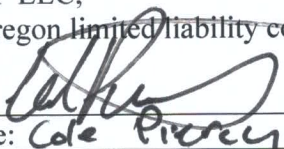
22.14.2. They are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any person or entity identified in Section 22.14.1, above.

22.14.3. City and Lessee hereby agree to defend, indemnify and hold the other harmless from and against any and all claims, damages, fines, losses, risks, liabilities and expenses (including but not limited to attorneys' fees and costs) arising from or related to any breach by them of the certification under this Section 22.14, this indemnity to survive the expiration or sooner termination of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LESSEE:

ACSP LLC,
an Oregon limited liability company

By: 
Name: Cole Pivney
Title: President

CITY OF ST. HELENS:

By:
City Administrator

Reviewed as to Form:

By:
City Attorney

Date: _____

APPENDIX A
MAP OF THE PREMISES AND
GENERAL LOCATION OF PROJECTED ROAD
(With proposed additional phases included)



CLOSE-UP OF PROJECTED PREMISES BOUNDARIES



APPENDIX B

OPTION TO PURCHASE

1. Grant of Option. The City, for and in consideration of the execution of the Lease by Lessee, and subject to the terms and conditions of this Appendix B, grants to Lessee the sole and exclusive option to purchase the Premises (the ***“Option”***) in the manner and for the purchase price stated herein.

2. Exercise of Option.

2.1 Exercise of Option. To exercise the Option, Lessee shall provide written notice to the City no later than twelve (12) months prior to the end of the Option Period (the ***“Exercise Notice”***). To be valid, the Exercise Notice must expressly provide that Lessee has elected to exercise the Option.

2.2 Condition Precedent to Lessee’s Exercise of Option. Lessee shall not have the right to exercise the Option and Lessee’s purported exercise of the Option shall not be valid, if Lessee is then in default (after any applicable notice and opportunity to cure) under this Lease.

3. Purchase Price. The purchase price for the Premises (the ***“Purchase Price”***) pursuant to this Option shall be Three Million Dollars (\$3,000,000). The full Purchase Price shall be paid pursuant to a purchase and sale agreement, executed in accordance with the terms and provisions as set forth in this Option.

4. Closing.

4.1 Time and Place. The closing date for the sale and purchase of the Premises (***“Closing”***) shall be negotiated in good faith by the parties (the ***“Closing Date”***). The escrow agent for the Closing shall be a title company of Lessee’s choosing (the, ***“Title Company”***).

4.2 Closing Obligations. On or before the Closing Date, the City and Lessee shall deposit the following documents and funds in escrow, and the Title Company shall close escrow in accordance with the instructions of the City and Lessee.

4.2.1 The City shall deposit the following:

- (1) The conveyance documents described in this Option, duly executed and acknowledged;
- (2) Such documents as the Title Company may require to evidence the authority of the City to consummate this transaction and to issue a standard title insurance policy; and
- (3) Such other documents and funds, including (without limitation) escrow instructions, required for the City to close the sale in accordance with this Option.

4.2.2 Lessee shall deposit the following:

- (1) The Purchase Price cash payment specified in Section 3 of this Option, plus any and all other sums required to close as specified herein;
- (2) Such documents as the City or the Title Company may require to evidence the authority of Lessee to consummate the transaction contemplated; and

(3) Such other documents and funds, including (without limitation) escrow instructions, as are required of Lessee to close the sale and purchase of the Premises in accordance with this Option.

4.3 Costs. The City shall pay one-half the escrow fee of the Title Company and the premium for the standard title insurance policy that the City is obligated to provide to Lessee. Lessee shall pay one-half of the escrow fee of the Title Company, all conveyance or excise taxes payable by reason of the purchase and sale of the Premises, and the fee for recording the conveyance documents referred to herein.

4.4 Title Insurance Policy. No later than the Closing Date, the City shall cause the Title Company to issue its standard form owner's title insurance policy, in the amount of the Purchase Price, insuring fee simple title to the Premises vested in Lessee, subject only to the standard exceptions, the Permitted Exceptions and any other exceptions allowed herein.

5. Failure to Exercise Option. If Lessee fails or declines for any reason to exercise this Option in the manner set forth herein or extend the Option Period prior to the expiration of the Option, Lessee shall have no further right to purchase the Premises. In the event of the failure to exercise the Option or extend the Option Period prior to the expiration of the Option, Lessee shall provide the City with any instruments that the City reasonably may deem necessary for the purpose of removing from the public record any cloud on title to the Premises which is attributable to the grant or existence of this Option.

6. Title. Prior to the exercise of the Option, Lessee shall order and review a preliminary title report (the "**Title Report**") covering the Premises. Unless otherwise agreed, Lessee agrees to purchase the Premises subject to all exceptions set forth in the Title Report, except for any exception created or suffered by the City that is security for payment of a sum of money such as mortgages, deeds of trust, tax liens, contractor's liens, and judgment liens ("**Monetary Exceptions**"). All exceptions set forth in the Title Report other than Monetary Exceptions are referred to herein as the "Permitted Exceptions." For avoidance of doubt, the City shall have no obligation whatsoever to remove any exception in the Title Report other than Monetary Exceptions.

7. Conveyance. The City and Lessee agree to execute a purchase and sale agreement for the purchase of the Property consistent with the provisions hereof. Upon Lessee's payment in full of the Purchase Price and on the condition set forth in this Option, title shall be conveyed by Special Warranty Deed subject only to: (i) the Permitted Exceptions and (ii) an exception for matters that would be shown by a true and correct survey. If the Premises is subject to an existing contract, mortgage, deed of trust or other encumbrance which the City is to continue to pay, the City agrees to continue to pay in accordance with the terms of that agreement. If the City should default under any of the terms of that agreement, Lessee shall have the right to make any payments necessary to remove the default. Any payment so made, shall be applied to the payments next falling due on the contract between the City and Lessee.

8. Possession. Lessee shall be entitled to exclusive possession of the Premises on and after the Closing Date, subject to any rights of any parties created or suffered by Lessee.

9. Real Estate Commission. Each party agrees to pay any commission or finder's fees that may be due on account of this transaction to any broker or finder employed by it and to indemnify the other party against any claims for commissions or fees asserted by any broker claiming by, through, or under the indemnifying party.

10. Zoning and Land Use.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT

AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

11. Time is of the Essence. Time is of the essence of Lessee's and the City's rights and obligations under this Option.

12. Casualty or Condemnation. If any casualty or condemnation of the Premises occurs after Lessee gives the Exercise Notice, Lessee shall continue to be obligated to purchase the Premises subject to the terms of this Appendix B and at Closing the City shall either pay to Lessee any sums received by the City in connection with the casualty or condemnation or shall assign the City's rights to the same if the City has not actually received the same.

**COLUMBIA COUNTY – CITY OF ST. HELENS
INTERGOVERNMENTAL AGREEMENT
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

PARTIES

This Agreement is entered into by and between Columbia County, a political subdivision of the State of Oregon, hereinafter referred to as “County”, and the City of St. Helens, a municipal corporation of the State of Oregon, hereinafter referred to as “City”.

RECITALS

WHEREAS, by the authority granted in ORS 190.010, a local government may enter into an intergovernmental agreement with another local government to perform any and all functions that a party to the agreement, its officers or agencies, have the authority to perform; and

WHEREAS, both City and County desire to employ the services of building inspection and plan review professionals for review of compliance with applicable building codes; and

WHEREAS, both City and County desire to provide a high level of professional and technical services at a cost less than the fees paid by permit applicants; and

WHEREAS, City and County wish to contract with each other, as each employs persons having experience and knowledge in the interpretation and application of regulations providing for protection of the public; and

WHEREAS, City and County each employ building inspectors, supervisors and managers who are credentialed, have regulatory plan review and building inspection experience and otherwise meet the professional criteria of both City and County; and

WHEREAS, both City and County are able to provide the services City and County are seeking and both are willing to enter into this Agreement to provide building inspection and plan review services to each other as set forth in this Agreement.

AGREEMENT

In consideration of the promises and mutual covenants and agreements herein contained, it is agreed between City and County as follows:

1. Effective Date. This Agreement is effective on July 1 2017.
2. Completion Date. This Agreement shall continue until June 30, 2018, or until such other date as is mutually agreed upon by the Parties in writing, and shall automatically renew

unless terminated by either party pursuant to Paragraph 7 of this Agreement. The automatic renewal of this Agreement shall continue until June 30, 2022.

3. Building Inspection and Plan Review Services. City and County agree to provide services to each other as follows:
 - a. Building inspection services, to supplement City or County Staff upon request of City or County, to determine compliance with approved plans and City adopted Oregon State Building Codes (including Building, Plumbing, Mechanical, and Electrical). The service goal is to perform such inspections within 48 hours of request by City or County and provide an inspection record to the applicant and City or County.
 - b. Plan review services of complete plans with the following services goals:
 - i. For one and two family residential buildings, additions and related work: complete initial plan review within seven (7) business days.
 - ii. For multi-family residential, mixed use and non-residential buildings deemed in agreeance to City and County to be normal complexity: complete initial plan review in less than twelve (12) business days.
 - iii. For multi-family residential, mixed use and non-residential buildings deemed in agreeance to City and County to be of unusual complexity: complete plan review in less than fifteen (15) business days.

Notwithstanding the service goals outlined above, City and County each reserve the right to prioritize their own building inspection and plan review work over the other's building inspection and plan review service requests.

4. Consideration. Compensation shall be at the following hourly rates, billed in one-half hour increments:
 - a. Commercial and mixed use plan review: \$80.00 per hour
 - b. Residential Plan Review: \$80.00 per hour
 - c. All Inspections: \$75 per hour

City and County shall submit, after the first business day of each month, an invoice to the other for building inspections performed during the prior month. Payment of invoiced and approved items shall be mailed to City or County, as applicable, within twenty-five (25) days after the date of the invoice.

Payments not made within the above time frame shall be increased one and one-half percent each month, or any portion of a month, for each month the payment is delayed.

5. Compliance with Codes and Standards. City shall be ultimately responsible to determine compliance with all applicable building, health, and sanitation laws and codes, and with

other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules for permit applicants within its jurisdiction. County shall be ultimately responsible to determine compliance with all applicable building, health, and sanitation laws and codes, and with all other applicable Federal, state and local acts, statutes, ordinances, regulations, provisions and rules for permit applicants within its jurisdiction.

6. Contract Representatives. Contract representatives for this Agreement are the following:

a. For County:

Director of Land Development Services
Department of Land Development Services
Columbia County Courthouse
230 Strand Street
St. Helens, Oregon 97051

b. For City:

Building Official
City of St. Helens
PO BOX 278
St. Helens, Oregon 97051

All correspondence shall be sent to the above addresses when written notification is necessary. Representatives of the parties to this Agreement can be changed or substituted by either party providing written notice to the other party at the provided address.

7. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event County or City fails to substantially perform the work in a manner satisfactory to the other, or either agency fails to make timely payments for work invoiced, this Agreement may be terminated immediately and all costs incurred and fees earned by either agency shall be paid to the other.
8. Independent Contractor. The County and City are hereby engaged as an independent contractors, and will be so deemed for purposes of this Agreement and any applicable laws, regulations or policies relating to contracting or employment.
9. Nonassignment. Neither City nor County shall assign, subcontract, or delegate the responsibility for providing the services outlined in this Agreement to any other person, firm or corporation without the express written consent of the other agency.
10. Reports. Upon the request of City or County, the other agency shall, within a reasonable time, provide a written report on the progress of and information related to the work outlined in this Agreement.

11. Hold-Harmless. Subject to the limitations contained in the Oregon Tort Claims Act and the debt limitation provisions of the Oregon Constitution, City and County agree to indemnify and hold harmless the other agency, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to that party's performance, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by said party.
12. Not Agent of. It is agreed by and between the parties that, in performing duties within the scope of this agreement, neither City nor County is carrying out a function on behalf of the other agency, nor does either agency have the right to direct or control the other agency of the manner in which the other agency delivers services under this Agreement, nor does either agency exercise any control over the activities of the other agency. Any questions regarding policy implementation or determination shall be addressed by the agency responsible for the building inspection and plan review services applicable to the permit in question.
13. Non-Discrimination. City and County agree that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement.
14. Non-Appropriation. In the event sufficient funds are not be appropriated for the payment of consideration required to be paid under this Agreement, and if the agency owing payment to the other has no funds legally available for consideration from other sources, then the other agency may terminate this Agreement pursuant to Section 7 of this Agreement. In such event the agency to whom payment is owed may immediately cease its performance of its obligations under this Agreement.
15. Legal Fees. In the event any action, suit or proceeding, including any appeals therefrom, is brought for failure to observe or perform any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
16. Nonwaiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.
17. Time of Essence. The parties agree that time is of the essence in this Agreement.
18. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

19. Venue. Venue relating to this Agreement shall be in the circuit court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

20. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remainder of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms 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 instance for the specific purpose given. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not contained within the terms of this Agreement. City and County each, by signature of its authorized representatives below, hereby acknowledge that it has reviewed, understands and agrees to the terms and conditions of this Agreement.

Dated this _____ day of _____, 2017

COLUMBIA COUNTY:

Chair

Commissioner

Commissioner

CITY OF ST. HELENS:

Mayor

Attest

City Recorder

City of St. Helens PERSONAL SERVICES AGREEMENT

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

RECITALS

A. The City is in need of services to clean-up various properties, including declared nuisance properties, within the city limits of St. Helens, and Contractor is qualified and prepared to provide such services.

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

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to clean-up of various properties within the City as directed by the City, and Contractor accepts such engagement. The principal contact for Contractor shall be **Mark Comfort**, phone **503-396-0271**.

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

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on **June 30, 2019**. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City 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 receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

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

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

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

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

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

CITY:	City of St. Helens Attn: City Administrator PO Box 278 St. Helens OR 97051
CONTRACTOR:	Mark Comfort PO Box 284 St. Helens, OR 97051 m.comfortconstruction@gmail.com (503) 396-0271

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

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

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

10. Insurance.

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

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

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

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

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

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

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

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

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

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

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

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

17. Compliance with Law.

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

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

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

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

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. **3826**]

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

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

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

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

22. Default.

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

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

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

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

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

24. Inspection and Audit by the City.

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

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

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

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

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

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

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: 

Print: John Walsh

Title: City Administrator

Date: _____

CONTRACTOR:

MARK COMFORT

Signature: 

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A

Scope of Work

- Clean-up of declared nuisance properties and City-owned properties in the city limits of St. Helens, including the removal of anything having characteristics of an attractive nuisance or which is liable to attract children, to include but not limited to:
 - Junk
 - Machinery
 - Automobile bodies or parts thereof
 - Equipment
 - Structures
 - Buildings
 - Appliances and parts thereof
 - Metal
 - Glass
 - Paper
 - Lumber/wood
 - Waste material
 - Discarded material
 - Abandoned personal property of any nature
- Contractor will use reasonable care performing the work with respect to taking precautions necessary to avoid harm to itself and others in the performance of the work.
- Contractor will use workmanlike methods to perform the work.

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 Advertising Injury	\$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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2017

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 have ADDITIONAL INSURED provisions or 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 Hagan Hamilton Insurance PO BOX 506 Saint Helens, OR 97051	CONTACT NAME: PHONE (A/C, No, Ext): (503) 397-0123 E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Cincinnati Specialty Underwriters Company	
INSURED Comfort Construction dba: Oregon Pest & Dry Rot Ins PO Box 284 St. Helens, OR 97051	INSURER B : Oregon Mutual Insurance Co.	14907
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CSU0084560	05/19/2017	05/19/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					
B	AUTOMOBILE LIABILITY		OXO912449	04/05/2017	04/05/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y / N <input type="checkbox"/> N / A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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)

The City of St Helens is included as additional insured on the GL policy per form CG2033. Coverage is primary and non-contributory and includes waiver of subrogation.

CERTIFICATE HOLDER

CANCELLATION

City of St Helens
POBOX 278
Saint Helens, OR 97051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alexis Cole

ATTACHMENT C Terms of Compensation

Nuisance Abatement Clean-up: \$25 per hour per person

City-owned Property Clean-up: \$30 per hour per person plus cost of ~~estimator~~ **excavator**

The City will also pay any dumping/disposal costs associated with the clean-ups, as long as a receipt for these items is included in your billing.

The City **will not** cover costs such as:

- Broken tool replacement
- Expendables such as gas, oil, garbage bags, gloves, etc.

Monthly billing should be broken down by date of clean-up and property address.

AMENDMENT NUMBER EIGHT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN COLUMBIA COUNTY, OREGON AND
CITY OF ST. HELENS, OREGON

This Amendment Number Eight is to the Intergovernmental Agreement by and between Columbia County, Oregon (“County”) and the City of St. Helens, Oregon (“City”) for the provision of supervised Community Corrections work crews effective May 16, 2007, the (“IGA”).

WHEREAS, on May 16, 2007, the County and City entered into the IGA for the provision of supervised Community Corrections work crews; and

WHEREAS, On June 25, 2009, the parties approved Amendment Number One to the IGA, amending Section 3, Compensation; and

WHEREAS, on December 17, 2009, the parties approved Amendment Number Two to the IGA, renewing the IGA for a term of one year, beginning July 1, 2009, and ending June 30, 2010; and

WHEREAS, on February 2, 2011, the parties approved Amendment Number Three to the IGA, renewing the IGA for a term of two years, beginning July 1, 2010, and ending June 30, 2012; and

WHEREAS, on September 19, 2012, the parties approved Amendment Number Four to the IGA, renewing the IGA for a term of two years, beginning July 1, 2012 and ending June 30, 2014; and

WHEREAS, on June 18, 2014, the parties approved Amendment Number Five to the IGA, renewing the IGA for a term of one year, beginning July 1, 2014 and ending June 30, 2015; and

WHEREAS, on July 15, 2015, the parties approved Amendment Number Six to the IGA, renewing the IGA for a term of one year beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS, on September 14, 2016, the parties approved Amendment Number Seven to the IGA, renewing for a term of one year beginning July 1, 2016 and ending June 30, 2017; and

WHEREAS, the parties desire to extend the term through June 30, 2018 and increase the amount of compensation for services;

NOW, THEREFORE, the parties agree as follows:

1. Section VII, Term of Agreement, is hereby amended as follows:

This Agreement becomes effective on the date it is signed by the Board of Commissioners, and shall continue until June 30, 2018, unless otherwise extended upon written approval of the parties.

2. Section III, Compensation, is hereby amended as follows:

City agrees to pay \$375 per day for the services outlined in Section II. B. Payments shall be made on the basis of requests for payment submitted as follows:

- A. County will bill City on the last working day of each calendar month work is performed.

- B. City agrees to pay County within 30 days of the receipt of the County's invoice.
3. Section IV, Liaison Responsibility is hereby amended as follows:
- For crew scheduling, the City should contact David Brooke, Community Services Program Coordinator, (503) 397-6253.
4. This Amendment Number Eight is effective on the date last signed below and is retroactive to July 1, 2017.
5. Except as specifically amended above, the IGA remains in full force and effect.

CITY OF ST. HELENS

By: _____
Rick Scholl
Mayor

By: _____
John Walsh
City Administrator

Date: _____

Approved as to Form

By: _____
City Attorney

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____

Approved as to Form

By: _____
Office of County Counsel

CONTRACT PAYMENTS

City Council Meeting
June 21, 2017

C.R. Contracting

Project: R-655 2017 Crack Sealing Project (Inv#254) \$ **44,052.92**

Kennedy/Jenks Consultants

Project: W-449A 2MG Reservoir Drain Pipe Repair (Inv#112435) \$ **5,126.42**

Hamer Electric, Inc.

Project: M-462 Courthouse Dock GFCI Upgrade (Inv#22632*01) \$ **8,758.38**

Murraysmith (fka Murray, Smith & Associates, Inc.)

Project: SD-146 Godfrey Park Storm (Inv#09-1078-85) \$ **4,826.50**

The following invoice has been paid but needs Council ratification:

Western Partitions, Inc.

Project: W-449 2MG Reservoir Rehab Project (PR#2) \$ **310,217.04**



RECEIVED

MAY 30 2017

CITY OF ST. HELENS

Invoice ^{KP}

PO Box 6717
Bend, OR 97708
541-306-6216


Date	Invoice #
5/25/2017	254

Bill To

City Administrator
City of St. Helens
PO Box 278
St Helens, OR 97051

Project

2017 Crack Sealing Project
Project No. R-655
St Helens, OR

Quantity	Description		Rate	U/M	Amount
1	Item #: 01	Mobilization	4,855.00	LS	4,855.00
57,644	Item #: 02	Crack Sealing	0.68	LF	39,197.92
<div><div><div>APPROVED FOR PAYMENT</div><div><div><div>INIT</div><div><div></div></div></div><div><div>ACCOUNTS PAYABLE</div><div>FINANCE</div><div>SUPERVISOR</div></div><div><div>DATE</div><div><div>6-14-17</div><div>6-1-17</div></div></div></div></div><div>011-011-549990 SN</div></div>					

Thank you for doing business with CR Contracting. We appreciate it!

Total

\$44,052.92

KP

Kennedy/Jenks Consultants

Engineers & Scientists

303 Second Street, Suite 300 Sol
San Francisco, CA 941

Phone: 415.243.21

Fax: 415.543.80

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

Invoice # : 112435
Project : 1676012*00
Project Name : St.Helen's 2MG Reservoir Rehab.
Invoice Date : 6/4/2017

For Professional Services Rendered through: 5/26/2017

2 MG Reservoir Rehabilitation Project; City of St. Helens; proposal number P16019; agreement date June 6, 2016.

Phase Code / Name	Contract Fee	Previous Billings	Current Billings	Total Billings	Fee Remaining
**** -- Do Not Use	\$2,425.00	\$1,396.05	\$0.00	\$1,396.05	\$1,028.95
01 -- Final Design	\$28,675.00	\$33,589.29	\$0.00	\$33,589.29	-\$4,914.29
02 -- Construction Phase Services	\$33,900.00	\$23,370.58	\$4,507.30	\$27,877.88	\$6,022.12
03 -- Leak Detection Support	\$0.00	\$0.00	\$619.12	\$619.12	-\$619.12
Totals:	\$65,000.00	\$58,355.92	\$5,126.42	\$63,482.34	\$1,517.66

Amount Due this Invoice

\$5,126.42

W-449A 2MG Reservoir
Drain Pipe Repair

010-302-653201

APPROVED FOR PAYMENT

INIT	DATE
<u>MJB</u>	<u>6-14-17</u>
<u>SN</u>	<u>6-12-17</u>
ACCOUNTS PAYABLE	
FINANCE	
SUPERVISOR	

Project : 1676012*00 -- St.Helen's 2MG Reservoir Rehab.

Invoice # :112435

Phase : 02 -- Construction Phase Services

Task : 2.2 -- Pre-Construction Conference

Unit Pricing Expenses

<u>Vendor / Employee Name</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
ODC-Equipment Charges (UP)			
Miles on KJ Company Vehicle	240.00	0.54	129.60
Miles on KJ Company Vehicle	95.00	0.54	51.30
	335.00		180.90

Unit Pricing 180.90

Total Task : 2.2 -- Pre-Construction Conference

Labor :	0.00	0.00
Expense :	335.00	180.90
Total :		180.90

Task : 2.4 -- Requests for Information

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Engineer/Scientist/Specialist 4			
Sera, Ramon G.	3.50	145.60	509.60

Rate Schedule Labor 509.60

Total Task : 2.4 -- Requests for Information

Labor :	3.50	509.60
Expense :	0.00	0.00
Total :		509.60

Task : 2.6 -- Construction Observation

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Engineer/Scientist/Specialist 5			
Garbely, Jennifer A.	18.00	171.60	3,088.80

Rate Schedule Labor 3,088.80

Total Task : 2.6 -- Construction Observation

Labor :	18.00	3,088.80
Expense :	0.00	0.00
Total :		3,088.80

Task : 2.8 -- Semi-Final and Final Punch List

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Engineer/Scientist/Specialist 4			
Sera, Ramon G.	5.00	145.60	728.00

Rate Schedule Labor 728.00

Total Task : 2.8 -- Semi-Final and Final Punch List

Labor :	5.00	728.00
Expense :	0.00	0.00
Total :		728.00

Project : 1676012*00 -- St.Helen's 2MG Reservoir Rehab.

Invoice # :112435

Total Phase : 02 -- Construction Phase Services

Labor : 26.50

4,326.40

Expense : 335.00

180.90

Total :

4,507.30

Project : 1676012*00 -- St.Helen's 2MG Reservoir Rehab.

Invoice # :112435

Phase : 03 -- Leak Detection Support

Task : **** -- All Work

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Engineer/Scientist/Specialist 4			
Sera, Ramon G.	4.00	145.60	582.40

Rate Schedule Labor 582.40

Unit Pricing Expenses

<u>Vendor / Employee Name</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Direct-Mileage (eExpense Only)			
Miles on Employee's Personal Vehicle	68.00	0.54	36.72
Site visit at St Helens for Leak detection			

Unit Pricing 36.72

Total Task : **** -- All Work

Labor :	4.00	582.40
Expense :	68.00	36.72
Total :		619.12

Total Phase : 03 -- Leak Detection Support

Labor :	4.00	582.40
Expense :	68.00	36.72
Total :		619.12

Project : 1676012*00 -- St.Helen's 2MG Reservoir Rehab.

Invoice # :112435

Total Project: 1676012*00 -- St.Helen's 2MG Reservoir Rehab.

5,126.42

KP

HAMER ELECTRIC, INC.
126 INDUSTRIAL WAY
LONGVIEW, WA 98632
360 636-2227

Invoice 22632*01

Bill to: CITY OF ST. HELENS PO BOX 278 ST. HELENS, OR 97051	Job: 22632 ST HELENS BRKR BOAT DOCK REPLACE BREAKER AT BOAT DOCK
---	---

Invoice #: 22632*01 Payment Terms: NET 10 DAYS Customer Code: STH02	Date: 06/08/17 Customer P.O. #: Salesperson:
--	---

Remarks: FROM DRAW REQUEST BILLING ENTRY

Quantity	Description	U/M	Unit Price	Extension
	REPLACE BREAKER AT BOAT DOCK			8,758.38
Subtotal:				8,758.38
Total:				8,758.38

PAST DUE INVOICES ARE SUBJECT TO A 1.5% FINANCE CHARGE PER MONTH

M-462 Courthouse Dock GFCI Upgrade

010-300-652980 \$ 7,750.00

001-005-509000 \$ 1,008.38

APPROVED FOR PAYMENT

<u>INIT</u>		<u>DATE</u>
	ACCOUNTS PAYABLE	6-14-17
	FINANCE	6-12-17
	SUPERVISOR	

Application and Certificate For Payment

Page 1

To: CITY OF ST. HELENS PO BOX 278 ST. HELENS, OR 97051		Project: ST HELENS BRKR BOAT DOCK REPLACE BREAKER AT BOAT DOCK	Application No: 1 Date: 06/08/17
From: HAMER ELECTRIC, INC. 126 INDUSTRIAL WAY LONGVIEW, WA 98632		Contractor Job Number: 22632	Period To: 06/08/17 Contract Date:
Phone: 360 636-2227		Contract For:	

Original contract sum	8,758.38
Net change by change orders (as per attached breakdown)	0.00
Contract sum to date	8,758.38
Completed to date (as per attached breakdown)	8,758.38
Stored material (as per attached breakdown)	0.00
Total completed and stored to date	8,758.38
Total retainage (0.0%)	0.00
Total earned less retainage	8,758.38
Less previous certificates of payment	0.00
Subtotal	8,758.38
Sales tax at 0.000% on	0.00

Amount of this request **8,758.38**

Certificate of the Subcontractor:

I hereby certify that the work performed and the materials supplied to date as shown on the above represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and CITY OF ST. HELENS relating to the above-referenced project.

I also certify that Payments, less applicable retention, have been made through the period covered by previous payments received from the contractor, to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in connection with the performance of this contract.

I further certify I have complied with Federal, State and Local tax laws, including Social Security laws and unemployment laws and Workmen's Compensation laws insofar as applicable to the performance of this contract.

Furthermore, in consideration of this request of the payments received and upon receipt of the amount of this request, the undersigned does hereby waive, release, and relinquish all claims or right of lien which the undersigned may now have upon the premises above described except for claims or right of lien for contract and/or change order work performed to the extent that payment is being retained or will subsequently become due.

Date: _____ day _____ of _____ (year).

Notary public: _____
 My commission expires _____.

Contractor: HAMER ELECTRIC, INC.

By: Richard Petterson

Title: Accounting

Application and Certificate For Payment -- page 2

To: CITY OF ST. HELENS
 From (Subcontractor): HAMER ELECTRIC, INC.
 Project: ST HELENS BRKR BOAT DOCK

Application No: 1
 Period To: 06/08/17
 Contractor's Job Number: 22632

Date: 06/08/17

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
001	REPLACE BREAKER AT BOAT DOCK	8,758.38	0.00	8,758.38	0.00	8,758.38	100.00	0.00	0.00	
Application Total		8,758.38	0.00	8,758.38	0.00	8,758.38	100.00	0.00	0.00	

KP

murraysmith



Ms. Sue Nelson
City Engineering Supervisor
City of St. Helens
PO Box 278
St. Helens, OR 97051

May 19, 2017

Invoice No: 09-1078 - 85

Invoice Total **\$476.00**

Project 09-1078 Sanitary Sewer Rehabilitation Program

For professional engineering services performed through April 30, 2017

Task 370 Engineering Support Services during Construction - Godfrey Park
Labor

	Hours	Rate	Amount	
Professional Engineer VI	1.50	151.00	226.50	
Total	1.50		226.50	
Labor Subtotal				226.50
			Task Total	\$226.50

Task 380 Post Construction Services - Godfrey Park
Labor

	Hours	Rate	Amount	
Professional Engineer VI	.50	151.00	75.50	
Engineering Designer II	1.50	116.00	174.00	
Total	2.00		249.50	
Labor Subtotal				249.50
			Task Total	\$249.50

Invoice Total **\$476.00**

Outstanding Invoices

Number	Date	Balance
84	4/25/2017	4,350.50
Total		4,350.50

Current Plus
Outstanding

\$4,826.50

SD-146 Godfrey Park Storm
010-304-653409

APPROVED FOR PAYMENT

INIT	DATE
<i>[Signature]</i>	6/14/17
ACCOUNTS PAYABLE	
FINANCE	
SUPERVISOR	6-12-17

KP



City of St. Helens
265 Strand Street, St. Helens, Oregon 97051
Phone: 503.397.6272 | Fax: 503.366.3782

APPROVED FOR PAYMENT

CONTRACTOR:
WESTERN PARTITIONS, INC.
8300 SW Hunziker Street
Tigard, OR 97223

INIT *[Signature]*
FINANCE
SUPERVISOR

DATE
PROJECT: **21MG RESERVOIR REHABILITATION PROJECT**
PROJECT # W-449
DATE: 5/16/2017
DEPARTMENT: Engineering

Payment Request #02

010-302-653207

Total Contract Amount	\$525,508.43	Total Earned This Month	\$326,544.25
Total Amount Earned To Date	\$477,537.28	Less 5% Retainage	\$16,327.21

PP#	Previous Billing With Retainage	Retainage	Previous Amounts Paid	Invoice Date
1	\$150,993.03	\$7,549.65	\$143,443.38	11/29/16
Less Total of Previously Earned				
Total Retainage of Previous Payments				

\$143,443.38
\$7,549.65

Total Amount Due

\$310,217.04

Item No.	Description	Unit	Qty	Contract Unit Price	Total Contract Price	Completed This Month	Quantity Completed This Month	Quantity Completed Prior Billing	Quantity Completed To Date	Total Earned To-Date
1	Mobilization, bonds, insurance and demobilization	LS	1	\$8,681.00	\$8,681.00	\$0.00		0.50	0.50	\$4,340.50
2	Blast Interior Concrete Surfaces	SF	20,700	\$5.18	\$107,226.00	\$0.00		20,700.00	20,700.00	\$107,226.00
3	Mortar Repair 5% Interior	SF	1,000	\$28.07	\$28,070.00	\$0.00				
4	Epoxy Walls and Hopper Bottom	SF	12,850	\$4.29	\$55,126.50	\$0.00				
5	Epoxy Floor	SF	7,850	\$4.31	\$33,833.50	\$0.00				
6	Repair Interior Concrete Joints	LF	100	\$91.43	\$9,143.00	\$0.00				
7	Repair Interior Surface Cracks	LF	100	\$66.94	\$6,694.00	\$0.00				
8	Remove and Reinstall Ladder	LS	1	\$17,704.00	\$17,704.00	\$0.00				
9	Remove and Reinstall Weir Box	LS	1	\$3,443.00	\$3,443.00	\$0.00				
Original Contract Subtotal					\$269,921.00	\$0.00				\$111,566.50

Contract Change Orders

Item No.	Description	Unit	Qty	Unit Price	Contract Price	Completed This Month	Quantity Completed This Month	Quantity Completed Prior Billing	Quantity Completed To Date	Total Earned To-Date
CO1-6	Repair Interior Conc. Joints - Deleted	LF	100	-\$91.43	-\$9,143.00					
CO1-6	Repair Interior Conc. Joints - Revised	LF	1,537	\$37.46	\$57,576.02	\$0.00		611.83	611.83	\$22,919.15
CO1-6A	Additional Grinding, Equip, & Fuels	LF	1,537	\$10.74	\$16,507.38	\$0.00		1537.00	1537.00	\$16,507.38
CO1-8	Remove/Reinstall Ladder - Deleted	LS	1	-\$17,704.00	-\$17,704.00					
CO2-1	Mobilization, bonds, insurance and demobilization - Additional	LS	1	\$10,241.00	\$10,241.00	\$5,900.50	0.58		0.58	\$5,900.50
CO2-2	Blast Interior Concrete Surfaces	SF	20700	\$5.18	\$107,226.00					
CO2-3	Reactamine - Walls and Hopper Bottom	SF	12850	\$12.86	\$165,251.00	\$165,251.00	12,850.00		12,850.00	\$165,251.00
CO2-4	Reactamine - Floor	SF	7850	\$13.51	\$106,053.50	\$106,053.50	7,850.00		7,850.00	\$106,053.50
CO2-5	Repair Interior Concrete Joints - Excludes Joint Material Replacement	LS	1	\$22,919.00	\$22,919.00	\$0.00			0.00	\$0.00
CO2-6	Repair Interior Surface Cracks	LF	100	\$66.94	\$6,694.00	\$0.00			0.00	\$0.00
CO2-7	Remove and Reinstall Weir Box	LS	1	\$3,443.00	\$3,443.00	\$2,410.10	0.70		0.70	\$2,410.10
CO2-8	Sandblasting, Additional Grinding, Equip, & Fuels	LF	1537	\$10.74	\$16,507.38	\$0.00			0.00	\$0.00
New Contract Contingency					\$20,000.00					
1	DELETED: Mobilization, bonds, insurance and demobilization	LS	1	-\$8,681.00	-\$8,681.00					
2	DELETED: Blast Interior Concrete Surfaces	SF	20700	-\$5.18	-\$107,226.00					
3	DELETED: Mortar Repair 5% Interior	SF	1000	-\$28.07	-\$28,070.00					
4	DELETED: Epoxy Walls and Hopper Bottom	SF	12850	-\$4.29	-\$55,126.50					
5	DELETED: Epoxy Floor	SF	7850	-\$4.31	-\$33,833.50					
6	DELETED: Repair Interior Concrete Joints	LF	100	-\$91.43	-\$9,143.00					
7	DELETED: Repair Interior Surface Cracks	LF	100	-\$66.94	-\$6,694.00					
8	DELETED: Remove and Reinstall Ladder	LS	1	-\$17,704.00	-\$17,704.00					
9	DELETED: Remove and Reinstall Weir Box	LS	1	-\$3,443.00	-\$3,443.00					
DELETED: Original Project Contingency					-\$26,992.00					
CO3-1	Force Accnt: Plug Leaks in Reservoir Walls	LS	1	\$44,002.00	\$44,002.00	\$44,002.00	1.00		1.00	\$44,002.00
T&M	Force Accnt: Plug Leaks in Reservoir Walls	LS	1	\$2,288.55	\$2,288.55	\$2,288.55	1.00		1.00	\$2,288.55
T&M	Force Accnt: Leaks in Reservoir Walls (Sika)	LS	1	\$335.71	\$335.71	\$335.71	1.00		1.00	\$335.71
MISCEL	Lab Testing/ Pipe Plugs	LS	1	\$302.89	\$302.89	\$302.89	1.00		1.00	\$302.89
Change Orders Subtotal					\$255,587.43	\$326,544.25				\$365,970.78



EST. 1972

To: City of St Helens Oregon
265 Strand Street
St Helens, OR 97051

Date: 5/11/2017
Invoice #: 14584
Job: 17-0150-
ST Helens 2 MG Reservoir
Contract #: W-449

INVOICE SUMMARY

<u>Description</u>	<u>Amount</u>
Original Contract Sum	296,913.00
Change Order(s)	180,624.13
Revised Contract Amount	477,537.13
 Total Completed To Date 100%	 477,537.13
 Less Previous Gross Billing(s)	 150,993.03
Less Previous Net Billing(s)	143,443.37
Less Previous Retention	7,549.66
 Gross Billing This Request	 326,544.10
Less Retention	16,327.20
Current Payment Due	\$310,216.90

\$310,217.04

ADP 5/16/17

Buddy L. Berke 05/16/17

Project	2MG RESERVOIR REHABILITATION PROJECT
Project No.	W-449
Date	5/15/2017

Pay Request No.	2
Pay Period	N/A

CONTRACTOR:
Western Partition
8300 SW Hunziker
Tigard, OR 97223

CONTRACT AMOUNT FOR WORK TO BE COMPLETED				WORK COMPLETED THIS PERIOD		PREVIOUS WORK COMPLETED		TOTAL WORK COMPLETED	
Item No.	Description	Unit	Qty	Unit Price	Total	Qty	Total	Qty	Total
CO2-1	Mobilization, bonds, insurance and demobilization	LS	1	\$10,241.00	\$10,241.00	0.58	\$5,900.50	1.00	\$10,241.00
CO2-2	Blast Interior Concrete Surfaces	SF	20700	\$5.18	\$107,226.00		\$4,340.50	1.00	\$107,226.00
CO2-3	Reactamine Walls and Hopper Bottom	SF	12850	\$12.86	\$165,251.00	12850	\$107,226.00	20700	\$107,226.00
CO2-4	Reactamine Floor	SF	7850	\$13.51	\$106,053.50	7850	\$165,251.00	12850	\$165,251.00
CO2-5	Repair Interior Concrete Joints	LS	1	\$22,919.00	\$22,919.00		\$0.00	7850	\$106,053.50
CO2-6	Repair Interior Surface Cracks	LF	100	\$66.94	\$6,694.00		\$0.00	1	\$22,919.00
CO2-7	Remove and Reinstall Weir Box	LS	1	\$3,443.00	\$3,443.00	0.7	\$2,410.10	0	\$0.00
CO2-8	Sandblasting, Additional Grinding, Equip. & Fuels	LF	1537	\$10.74	\$16,507.38		\$0.00	1537	\$16,507.38
	Contract Contingency		1	\$20,000.00	\$20,000.00		\$0.00		\$0.00
CO3-1	Water Leak Repairs - Injection	LS	1	\$44,002.00	\$44,002.00	1	\$44,002.00	0	\$0.00
CO4-1	Water Leak Repairs - Powder X	LS	1	\$2,288.55	\$2,288.55		\$0.00	1	\$44,002.00
CO4-2	Water Leak Repairs - Sikla Top 122	LS	1	\$335.71	\$335.71	1	\$2,288.55	1	\$2,288.55
CO4-3	Chlorine Testing Buckets & Pipe Plugs	LS	1	\$302.89	\$302.89	1	\$335.71	1	\$335.71
						1	\$302.89	1	\$302.89

TOTAL CONTRACT AMOUNT	\$505,264.03
ORIGINAL CONTRACT AMOUNT	\$458,334.88
TOTAL AMOUNT EARNED TO-DATE	\$477,537.13
TOTAL EARNED THIS PAY PERIOD	\$326,544.25
LESS 5% RETAINAGE THIS PAY PERIOD	\$16,327.21
DUE THIS PAY PERIOD	\$310,217.04

[illegible]

APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

City Council Meeting ~ June 21, 2017

Pending applications received:

<u>Name</u>	<u>Interest</u>	<u>Date Application Received</u>	<u>Referred by Email To Committee(s)</u>
• Joann Nelson	Arts & Cultural Commission	9/19/16	9/19/16
• Leticia Juarez Sisson	Arts & Cultural Commission	6/2/17	6/6/17

Arts & Cultural Commission (3-year terms)

- Rosemary Imhoff resigned. Her term expires 9/30/2017.
- Kevin Chaves resigned. His term expires 9/30/2019.

Status: There is currently two vacancies. A press release was sent out on April 26, 2017 with a deadline of May 18 but we did not receive any applications. Another press release was sent out on May 23, 2017. And a display ad was published in the Chronicle on May 31, June 7 and June 14. The deadline to apply is June 20, 2017.

Next Meeting: June 27, 2017

Recommendation: None at this time.

Bicycle & Pedestrian Commission (3-year terms)

- Cynthia Sweet resigned. Her term expired 12/31/2016.

Status: Currently, the Commission has 4 members and 1-7 vacancies. The Code requires 5-11 members.

Next Meeting: June 29, 2017

Recommendation: None at this time.

Library Board (4-year terms)

- Barbara Lines and Heather Anderson-Bibler's terms expire 6/30/2017.

Status: Currently, there is one vacancy.

Next Meeting: June 20, 2017

Recommendation: None at this time.

ST. HELENS PARKS COMMISSION

Minutes for Meeting of April 10, 2017

Council Chambers, City Hall

MEMBERS PRESENT

Howard Blumenthal, Chair
Elisa Mann, Commissioner
Stan Chiotti, Vice Chair
Phillip Roddy, Commissioner
Jerry Belcher, Commissioner
Jacob Woodruff, Commissioner

MEMBERS ABSENT

John Brewington, Commissioner

COUNCILOR IN ATTENDANCE

STAFF PRESENT

Thad Houk, Parks Supervisor
Sheri Ingram, Secretary
Jenny Dimsho, Assistant Planner

GUESTS

Takayuki Shigematsu
Ashley Schnell
Johnathan Morales
Janine Norris
Evan Dahl
Cody Koski
Nathan Willard
Jenn Farrington

■ ■ ■

CALL TO ORDER

The meeting was called to order by Chair Blumenthal at 4:00 p.m.

APPROVAL OF MINUTES

Roddy made a **motion** to approve the minutes of the February 13, 2017 meeting. Motion was seconded by Mann and approved unanimously.

TOPICS FROM THE FLOOR

COUNCILOR'S REPORT

Morten was not present.

NEW BUSINESS

Columbia View Expansion: Dimsho said PSU has a Masters in Urban and Regional Planning Program and as part of their degree program in their last semester, they do a final project where they work with communities and the Columbia View Park Expansion was chosen by this group of students for their final project. Paul Gagliardi from PSU said they did a community outreach event last month so he will go over what they got from the event. Their purpose is to work with the public and get as much input as possible. Their final product will contain all the Parks Commission's input and the community's input in a final report they will present to City Council on June 7th.

They had an introductory forum on March 17th attended by about 30 people. Some of the main things that came up is the event space is too small, there is a lack of parking, no water access, lack of ADA access. A lot of people complained that there are not enough bathrooms and the playground is too small. They wanted to enhance what was already working because there are a lot of positives but they also want to see what they can do to improve it. He gave a PowerPoint presentation that went over improvements for the users, accessibility, landscaping that were suggestions from the community. A lot of people would like to save the gazebo or move it and put in a bigger stage area. They would like to put in a bigger play area and a dog area. There were suggestions for more restrooms, bigger splash pad, benches, a lighted walkway, more parking spaces, a loading and unloading area and a vendor area. He asked for their thoughts on it.

Houk said he doesn't know if the PSU group is aware that they only have four people who work in the Parks Department and we have 13 parks. Gagliardi said they were aware it as a small department. Woodruff asked if they knew there was a cliff along the water and Gagliardi said yes but there were suggestions of a boardwalk up top with railings. Houk also said there wasn't a need for a lighted walkway when the park closes at sunset.

Blumenthal asked what they mean by a dog-friendly area and Gagliardi said they were thinking a fenced in off-leash area. Houk said that would be a huge money issue and we have three off-leash areas in other parks already. Dimsho said she thought they should think of it as an event space and not worry about fencing.

Belcher said he wasn't sure they need to remove the existing gazebo because it's cool for small events. Gagliardi said they had the group who thought they should move the gazebo and build a bigger one and another group who thought they should build a bigger one and just get rid of the old one. Blumenthal said maybe the old one could be moved to another park. Dimsho said she knows it was moved before years ago and it was precarious then and it's only gotten older. Houk said they replaced the plywood a few years ago but it is not in the best shape. Also all the power boxes for the whole area are on the gazebo and he has no idea what's underneath it.

Houk asked what their idea was for parking. He envisioned moving the fence in a little bit to make more parking. Blumenthal said once they expand that road through there, there will be more on-street parking available. Belcher asked where they were thinking about having a vendor area. Gagliardi said they are going to have three different plans that people can look at and make input on at the next forum. They can look at the plans and tell them what they like and dislike. It will be on April 26th at the Merriweather Center.

Grant: Dimsho said on Friday they received notice that we got the grant for the expansion of the Veterans Memorial to include veterans of recent conflicts.

Letter of Support: Dimsho said she had a letter of support for a grant for Grey Cliffs Park. She is hoping we can get funds for a restroom and a non-motorized boat launch area for canoes and kayaks. Belcher said they had a discussion before about digging out a lagoon area where kayaks could launch. Dimsho said it's not practical because any time you do anything in-water, there are DSL and Army Corps of Engineers permits involved. She is looking at this as phase one of something bigger. Houk said there are two options for location and asked which they prefer. Dimsho said the water and sewer are to the south so it may cost too much to put it at the north end. The grant application is due at the end of the month so she is asking the Chair to sign the letter of support. There were no objections so Blumenthal signed the letter.

OLD BUSINESS

Park Reports: Ingram said we could hold them over until the next meeting since Brewington wasn't here. Dimsho said she thought it's almost futile to do Columbia View since it's under study by PSU. Everyone agreed so in June, Woodruff will report on McCormick and Belcher will report on Dalton Lake.

Boise Property: Blumenthal asked if anyone had a chance to walk the area that Morten had talked about. Chiotti said he walked from FARA back to the blue gate. Houk said it is past the blue gate. They decided to have a field trip on May 15th at 4:00.

DISCUSSION ITEMS

Roddy said the Lions Club is having their 100th anniversary so they are talking to Houk about planting 100 trees. Houk also thanked Roddy and the Lions for rehabbing the exercise equipment. They are doing a great job.

Chiotti thanked Houk for the barkdust and said they had a work party with 12 people for two hours sprucing up Walnut Tree Park. Today the garden club is working on the flower beds on the corner at McCormick. Once a week they take care of the triangle or McCormick or the floral building at the Fairground or Veterans Park in Columbia City.

Blumenthal said the wildflowers are in bloom at Nob Hill right now. They had a work party a couple of weeks ago and had ten people pulling Lunaria and blackberries off the face of the hill. A couple of odd things...someone cut a cherry tree stump in half in the park and someone is taking gravel out of their pile by Waste Water. Also the Scappoose Bay Watershed Council is having their annual plant sale next Saturday. Chiotti said the Garden Club is also having a plant sale at the library on Saturday and the Master Gardeners have a sale at the high school on the 29th.

Belcher said he, Blumenthal and Woodruff met with the Bike & Pedestrian Commission and talked about forming a subcommittee with two or three people from each commission to talk about trails. Belcher and Blumenthal volunteered to be on the subcommittee.

OTHER MATTERS

Houk said Dimsho did a great job getting the grant for the new covered area at McCormick and they have the ground cut out and rock put down and they are just waiting for dry enough weather to pour the slab. Roger from PW and Thad's crew put the new roofs on the dugouts at Campbell.

Youth Soccer contacted him because the fairgrounds decided not to allow them to play soccer up there this year. He is wondering if we can let them use the area on the Boise Property right across from Johnny's Tavern and back towards the baseball fields. It's not park property but it is City property and he would like to make it park property. Dimsho said that is all zoned Heavy Industrial so would have to go through a conditional use or rezoning which would take a while. Houk asked if they could make a motion to let them use it temporarily until something else is done with the property. Woodruff made a **motion** to let Youth soccer have temporary soccer fields on the Boise property. Motion was seconded by Chiotti and approved unanimously.

Houk said we didn't lose a lot of trees during the windstorm and the restrooms at Sand Island are operational again.

Keith Locke stopped by and he said he just wanted to thank those who came to the Bike and Pedestrian Commission meeting.

ADJOURNMENT

The meeting was adjourned at 5:20 p.m. The next meeting is scheduled for Monday, June 12, 2017, at 4:00 p.m., in the Council Chambers at City Hall.

Respectfully Submitted,

Sheri Ingram
Secretary

2017 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
4/10	A	P	P	P	P	P	P

City of St. Helens

Planning Commission Meeting

May 9, 2017

Minutes

Members Present:

Al Petersen, Chair
Dan Cary, Vice Chair
Sheila Semling, Commissioner
Audrey Webster, Commissioner
Kathryn Lawrence, Commissioner
Russell Hubbard, Commissioner

Members Absent:

Ginny Carlson, City Council Liaison
Greg Cohen, Commissioner

Staff Present:

Jacob Graichen, City Planner
Jennifer Dimsho, Associate Planner & Planning Secretary

Others Present:

Wayne Weigandt
James Kessi
Todd Mobley
Jeff Pricher
Bob Johnston
Gabriel Woodruff
John Chambers
Richard & Annie Buell
Kolton DeFord

The Planning Commission meeting was called to order by Vice Chair Dan Cary at 7:00 p.m. Vice Chair Cary led the flag salute.

□

Consent Agenda

Approval of Minutes

Commissioner Semling moved to approve the minutes of the April 11, 2017 Planning Commission meeting. Commissioner Webster seconded the motion. Motion carried with all in favor. Chair Petersen did not vote as per operating rules.

□

Topics From The Floor

There were no topics from the floor.

□

Public Hearing

Wayne Weigandt

Subdivision / SUB.2.17

35090 Pittsburg Road

It is now 7:03 p.m. and Chair Petersen opened the public hearing. There were no ex-parte contacts, conflicts of interest or bias in this matter.

City Planner Jacob Graichen entered the following items into the record:

- Staff report packet dated May 2, 2017 with attachments

Graichen introduced the Commission to the subdivision proposal, as presented in the staff report. He said this proposal is related to the zone change that was approved by City Council a few months back.

Graichen noted several things that were not included in the packet. There is a revised conditions list, a letter from Lancaster Engineering regarding street stubs, an email with revised Fire District conditions, and a handout from the Building Official regarding Oregon Administrative Rules related to Fire District requirements. Graichen also noted a revision in the staff report regarding the entity responsible for requiring fire suppression as part of building construction. This authority is actually a partnership between the Building Official and the Fire Marshal.

Graichen said the applicant is requesting for the subdivision to be phased, which allows the approval to last longer. With this phased approach, after preliminary plat approval, most public improvements must be installed within six years. Graichen went through the revised conditions with the Commission, as included in the record. Graichen said they received comments from the Columbia County sanitarian regarding the septic systems along Hillcrest Road. These comments have been incorporated into the conditions of approval.

Regarding street stubs, Graichen said there is redevelopment potential along Hillcrest Road. A street stub in that location would be a loss of probably only one lot, but greater connectivity would be gained. On the east side, there is a long, narrow lot that may have a difficult time with access if they can only utilize Pittsburg Road and Helens Way. A street stub might help with this and could extend further west. Graichen said a requirement to provide pedestrian access to Pittsburg Road along the utility easement has been included as a condition.

Graichen said a Traffic Impact Analysis was conducted for the zone change hearing before City Council. It identified a problem and required solution at the intersection of Vernonia Road and Columbia Boulevard. The solution has been included as a condition. Graichen said that Lancaster Engineering is present and can answer any questions about this.

Graichen described the nonconforming situation on lot 29 which is the reason for condition 2(g). He said the Commission needs to decide whether to require a setback variance, demolition of the existing home, or accept the nonconformity.

Regarding tree preservation, Graichen said a better solution was found than what was written in the staff report. Graichen said the applicant indicated that most trees, if not all, will be removed because of required grading work. This means the applicant must use a two-to-one ratio for replacement. There are a certain number of assumed street trees required along Pittsburg Road, Vernonia Road, and the new local streets. In addition to these, Graichen said the applicant could be required to plant one additional tree per lot, which will meet the required ratio. This has been included in the revised conditions.

Graichen said the code requires a ten-foot landscape buffer in the rear yards where through lots are proposed along arterial streets (in this case Pittsburg Road). Through lots are lots with streets on two sides. He said lots 30-32 are proposed as through lots abutting Pittsburg Road. Technically, lots 34 and 35 abut Pittsburg Road too, but a buffer would not be required by code because Pittsburg Road is adjacent to their side yards. Given these circumstances, Graichen said the Commission needs to decide if they want to include landscaping buffering for all or none of these lots.

IN FAVOR

Kessi, James. Applicant's Representative. Kessi is with Kessi Engineering & Consulting and is representing the property owner as the project planner and engineer. Kessi thanked staff for a detailed staff report. He wants to focus on the main concerns the Commission had. Kessi said it is fairly common to do a phased approach with subdivisions. Phasing allows flexibility in the case of a future recession. He said many lots may be built sooner than the six years allowed.

Kessi said a paved pedestrian access to Pittsburg Road within the 20-foot easement is acceptable to the applicant. Chair Petersen asked if they were opposed to emergency response access through this easement. Kessi said no. He said they could install removable bollards to prevent vehicular access, but allow for emergency access. Vice Chair Cary asked if pedestrians would be competing with the residences who would use the easement for access. Kessi said he has seen accesses like this in other locations, and it does not seem to be an issue since traffic is only going to four residences. Kessi asked if condition 2(d) could be removed because it seems to be covered by previous conditions.

Regarding the nonconforming lot 29, Kessi said they tried to draw the plat to best accommodate the existing house. He said they would appreciate the ability to permit the house as a nonconforming situation as shown. Kessi said they could mess with the dimensions to skew the front and side yards to try to fit into the setbacks, but he does not feel anything would be gained by doing so. Kessi said if they would have known it was going to be an issue, they could have formally applied for a variance. He noted that the re-zoning concept was approved by City Council with an affordable housing lens. Kessi said when lot sizes are reduced and density increased, it lowers the cost of the housing, which increases housing opportunities for local residents. Kessi said they would be open to planting trees along the frontage to make up for the reduced front setback if needed.

Commissioner Lawrence asked if school buses would be traveling through the subdivision. Kessi said it is up to the school district where their routes are. Kessi described the street widths and where on-street parking would be allowed. He said Portland has much skinnier street standards than St. Helens. Commissioner Semling asked if sidewalks would be throughout the subdivision. Kessi said yes, there will be sidewalks throughout the entire subdivision along all local streets. They will connect into Camden and Catarin Streets.

Regarding condition six, Kessi would like that "buildings that are accessed by private streets greater than 150 feet long" be added or that the "case by case basis" language be added back. He said that this is more consistent with the code. Kessi said he understands that the Fire District is representing their interest, but Kessi said they have already designed the subdivision to meet the standards of the code. A blanket requirement for fire sprinklers will reduce the affordability of the homes. When fire sprinklers are required, \$1.50 per square foot is added to the cost of the home. Kessi said it does not seem like there is a demonstrated need for fire sprinklers on the lots accessed by shared private driveways.

Kessi said the applicant approves of the street tree provisions. He thinks the ten-foot planting buffer for the through lots along Pittsburg Road is okay, but feels the buffer will occur naturally. Most people will want to put in a six-foot fence to protect their yards from the arterial street.

Mobley, Todd. Applicant's Traffic Engineer. Mobley prepared the Traffic Impact Analysis for the zone change and provided a memo regarding the street stub issue that was brought up in the staff report. Mobley said the access to the east to Hillcrest Road is adequate to serve the existing homes. The street is deteriorating and is not constructed to serve additional traffic. Since Vernonia Road is a collector street, Mobley said that even if the Hillcrest Road were in a better condition, the spacing between Pittsburg Road and Hillcrest Road does not meet the City's access standards. Regarding access to the west, Helens Way is already close to meeting its maximum capacity as a local street. Mobley said installing a stub to the west may overload Helens Way even more. Instead, Mobley would encourage access connections west as those vacant lots develop. Chair Petersen asked what the alternatives are. Mobley said that encouraging traffic to Oakridge Street and to Pittsburg Road would be more desirable. Vice Chair Cary asked if another access is allowed along Pittsburg Road with a different development. Graichen said he would not rule it out.

NEUTRAL

Pricher, Jeff. Columbia River Fire & Rescue. Fire Marshal. Pricher greeted the Commission. Regarding the signage required for the construction access, Pricher said the Fire District wants to make sure there is one access identified for emergency vehicles. If there are multiple accesses, he is requesting that they be labeled with a number or a letter. This is a common standard nationally.

Pricher said the Fire District is a proponent of sprinkling residential homes for a number of reasons. He said the reduction of lot size does increase affordable housing, but the developer also makes more money when the lot sizes shrink. When high density lots are built and the developer leaves, the Fire District is the one left responsible to deal with fire protection problems. Pricher said the code allows the Fire District to require trade-offs, such as sprinkling, in order to help mitigate limited access (such as the easements for shared private driveways proposed). Pricher explained that any time there is a fire loss, there are changes to the Fire District's insurance rating, which affects the community as a whole. Pricher noted that the cost for sprinkler systems has gone down considerably over time and feels that property preservation and life safety are worth the small upfront cost. With newer construction homes, the Fire District only has about three to five minutes to respond. Pricher said fire sprinkler systems promote the preservation of property and life.

Pricher feels they have demonstrated a need for sprinkling based on the vehicle size requirements and maneuverability. There is one entrance in and one entrance out of the proposed subdivision. He said fire sprinkling would be an added benefit not just for the Fire District, but for individual homeowners. Pricher said the Fire District is being very reasonable in requiring a very limited number of homes to be sprinkled.

Chair Petersen asked Pricher to explain why he is requesting fire sprinklers in this case, since the shared private driveways are not over 150 feet. Pricher said the Fire District is concerned about residents parking along the lots with shared driveways and access easements. He said even though it will be signed for no parking, it is private property and cannot be enforced. Therefore, Pricher said the Fire District is looking at the issue from an access perspective. He said the Fire District can require additional fire suppression if it relates to access. Chair Petersen requested more information regarding the requirements that the Fire District can make when it relates to access issues.

IN OPPOSITION

Chambers, John. 550 Hillcrest Road. Chambers said he is only hearing about exceptions to the code for the subdivision. He feels the applicant is cramming 77 homes in an area where only 40 homes should be allowed. Chambers said the streets need to be wide enough for the fire trucks. The easement needs to be wide enough to service the properties. The applicant has reduced lot sizes, so there are no yards for the kids to play in. There is no playground. What kind neighborhood are we trying to make for our residents? Chambers feels we need something better.

Woodruff, Gabriel. 35377 Helens Way. Woodruff said he just moved to the neighborhood. A lot of children play in this area. Traffic in the area will increase and it is not fair to people who live in the area. When he bought his house, he had no idea they would develop the property. He thought it was a greenspace. Woodruff is concerned about safety of the area. He said it seems unrealistic to cram so many houses in such a small area.

REBUTTAL

Kessi, James. Applicant's Representative. Kessi said the site is zoned for 5,000 square foot lots. The average is approximately 5,050 square feet. They are complying with the zoning requirements. Kessi said they need to provide an array of housing choices and increase affordable housing in the area. This subdivision accomplishes this. Regarding lot 29, Kessi demonstrated how they could reconfigure the lot to satisfy setback requirements. Vice Chair Cary clarified there are actually four shared accesses on the revised plans. Kessi said yes.

Chair Petersen asked where the fire hydrants are located. Kessi said they are indicated on the preliminary utility plan. Chair Petersen asked if the applicant is opposed to putting a fire hydrant at the entrance to every private drive. Kessi said their intent is to have every lot be within 200 feet of a fire hydrant, so this is do-able. He requested that the condition be written to be more flexible to say installed near private drives and/or within 200 feet of a hydrant. Kessi said too many fire hydrants add additional maintenance costs.

Regarding the Fire District comments, Kessi said there will be signage for no parking on the shared private driveways and they will have two off-street parking spaces on the driveway and two spaces in the garage on their property. Kessi said the property owner did a little research on fire suppression systems, and they run about \$4,500 per home. This additional cost may put homes just out of the price range of many locals. Kessi said the authority to require additional fire suppression actually falls on the City Building Official *in conjunction* with the Fire Marshal. It is not strictly the Fire Marshal's call.

Vice Chair Cary asked about the 40-foot skinny street standard used for one section of the street. Kessi said this section of the street will be signed to allow parking on only one side. He said the street will contain a seven-foot parking space with two ten-foot travel lanes. Vice Chair Cary asked if the lack of on-street parking would reduce livability more than a slightly smaller lot would. Kessi said there is a trade-off, but most people probably prefer a larger yard. He also noted the rest of the subdivision will have parking on both sides.

Bob, Johnston. City Building Official. Johnston included a copy of the Oregon Administrative Rules in the record. He said the Fire Marshal determines if the applicant proposed adequate access and fire suppression. If the Fire Marshal determines he does not have adequate fire suppression or access, the Building Official then determines what standards can be required of the builder to make fire access and/or suppression adequate. Johnston recognizes that fire suppression systems cost more, but they are done in the protection of life and safety. He noted that fire sprinklers are not the only answer. There are other approaches that can be used to reach the level of safety as listed in the Uniform Alternate Construction Standard from the OAR 918.480.0125 handout provided.

Commissioner Lawrence asked if the Building Official and the Fire Marshal would look at each lot as they were being built. Johnston encouraged the Commission with their authority during the planning process to make fire suppression a condition now, rather than later. Johnston does not want the builder be surprised at a later date with unanticipated expenses when it could be addressed now during the planning stages.

Chair Petersen said Oregon land use laws are good because they are clear and defined. He said the

requirement for fire sprinkling is when the driveway is over 150 feet. The proposal complies with the rules because none of the driveways are over 150 feet. Petersen said, from a policy standpoint, how can the Commission require more than the rule requires? Johnston said the 150-foot driveway rule is not the only regulation that regulates adequate fire access. Johnston said there are other fire access rules. He referred the Commission to the Fire District's revised comments, which are included in the record. Johnston said based on these comments, he is hearing the Fire Marshal say, "I don't have adequate access." Johnston said these comments allow him to require alternative fire suppression methods to address those concerns.

Pricher, Jeff. Columbia River Fire & Rescue. Fire Marshal. Pricher said the Fire District has noticed trends as developers increase density and narrow the roads. Over time, they have experienced access issues. This is why they are proposing to sprinkle a few homes. Pricher said he has also noted that this particular developer has struggled to make lots affordable. Therefore, instead of requiring all 42 homes to be sprinkled, Pricher said the Fire District is only requesting that the eight homes along the shared access private driveways be sprinkled. Pricher said newer homes burn ten times faster in most cases than older, "legacy homes." The residential sprinkler system reduces property damage and improves life safety.

Vice Chair Cary asked about the emergency vehicle access. Pricher said there is a bend in the road (Pittsburg Rd.) right where the access is proposed, so there is a vision clearance issue. Pricher also thinks that people will occasionally park there, which also causes access issues. He said he has seen this in other areas. Pricher noted there is also a question about who will enforce the no parking requirement, since it is private.

Commissioner Hubbard asked about the cul-de-sac not meeting minimum size requirements. Pricher said he wanted to make sure it was on the record that the Fire District is compromising by only requiring eight homes to be sprinkled, rather than requiring all of the homes located on the insufficiently sized cul-de-sac to be sprinkled.

Weigandt, Wayne. Applicant. Weigandt said all of the streets were designed to meet City standards. Eight months ago, when they were planning this project, he did know they would need to discuss the proposal with the Fire District. Weigandt said he spoke to Columbia River Fire & Rescue Chief Greisen a week ago. Greisen said that limiting the parking on the private access driveways would be acceptable. Weigandt said that the water flow is also acceptable. Greisen also requested to have bollards located at the pedestrian access to allow for emergency access.

Commissioner Hubbard asked if they ever considered access on Pittsburg Road. Weigandt said City Engineering will not allow it because it does not meet access standards.

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.

DELIBERATIONS

Chair Petersen recommended that the Commission go through each revised condition. The Commission agreed that phasing the subdivision as proposed is reasonable. The Commission also agreed that the applicant should provide a sanitary sewer route analysis if the septic systems fail along Hillcrest Road. The Commission wanted emergency access to be added to the access easement to Pittsburg Road.

Commissioner Hubbard said he is in favor of accepting the existing house as a nonconforming use regarding setbacks. The Commission agrees. The Commission agreed with how trees were addressed in the staff report. The Commission agreed to remove the through lot requirement for a landscape buffer due to the testimony received from the applicant about the likelihood of a fence being built in the future.

Regarding fire sprinkling and condition six, Chair Petersen wants clarity about the code being applied. Vice Chair Cary wants to include more options for the builder than just sprinkling. The Commission agreed to change condition six to say, "Buildings accessed by private streets/driveways, or on flag lots shall be built per OAR 918.480.0125 as determined on a case by case basis by the Building Official and Fire Marshal."

Regarding the street stubs, Vice Chair Cary is in favor of providing a stub to the west. Commissioner Hubbard would rather see a Hillcrest Road stub because there are less private property owners in order to connect the street system. Vice Chair Cary said there are still two properties that would have to be partitioned to get access to Hillcrest Road. However, Commissioner Hubbard noted there are over five property owners in the other direction. Commissioner Webster would like to see a stub provided to Hillcrest Road, even if it will not be used in the near future. The Commission decided it would be beneficial to provide an additional street stub to align with Hillcrest Road for the future benefit of Hillcrest Road residents and to provide better connectivity in the future.

MOTION

Vice Chair Cary moved to approve the subdivision preliminary plat permit as presented in the revised conditions with these additional changes:

1. Street stub shall be provided east to align with Hillcrest Road.
2. Condition 2(d) will be removed because it is redundant.
3. Emergency access shall be added to the access easement to Pittsburg Road.
4. Condition 2(g) will be removed. The Commission will not require a variance for the nonconforming setbacks of the existing house.
5. Condition 6 will be changed to, "Buildings accessed by private streets/driveways, or on flag lots shall be built per OAR 918.480.0125 as determined on a case by case basis by the Building Official and Fire Marshal."
6. Condition 11 will be removed. The Commission will not require a ten-foot planting buffer for the lots along Pittsburg Road.

Commissioner Semling seconded. All in favor; none opposed; motion carries.

Vice Chair Cary moved for Chair Petersen to sign the Findings and Conclusions once prepared. Commissioner Lawrence seconded. All in favor; none opposed; motion carries.

□

Commission Annual Report to City Council: June 7 at 1:15 p.m.

The Commission did not want to pass along any requests to City Council for the Annual Report. Graichen agreed to present the report on behalf of the Commission.

□

Commission v. Staff Review of the St. Helens Middle School Replacement

Graichen asked the Commission if they would like to review the St. Helens Middle School replacement. It is

technically a permitted use, but Graichen has the authority to pass the decision-making authority to the Commission. Graichen said the applicant is going to conduct neighborhood meetings and outreach. He said sometimes it is easier to work out issues with the applicant when the decision is administrative.

Commissioner Lawrence said she thinks the proposal should be reviewed by the Commission to allow for greater public involvement. Chair Petersen noted the outreach might be only done with parents of current students, instead of the surrounding neighbors and those without children. Additionally, the comments during the outreach may not have the weight that they may would have in front of the decision-making power. The Commission requested to review the proposal.

□

Acceptance Agenda: Planning Administrator Site Design Review

- a. Site Design Review (Major) at 124 Marshall St. - DNS Northwest LLC

Commissioner Webster moved to accept the acceptance agenda. Commissioner Semling seconded. All in favor; none opposed; motion carries.

□

Planning Director Decisions

- a. Sign Permit (Banner) at 2100 Block of Columbia Blvd. - Kiwanis Parade
- b. Sensitive Lands at 59110 Oak Glen Dr. - Micro-siting standards for residential lot of record

There were no comments.

□

For Your Information Items

Associate Planner Dimsho said there is the final Wayfinding & Branding Open House tomorrow at Meriwether Place at 6 p.m. The final preferred wayfinding design will be revealed.

□

There being no further business before the Planning Commission, the meeting was adjourned at 10:40 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	P	P	P	P	P	P	P
05/09/17	P	P	P	A	P	P	P
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: 06/09/2017 - 9:17AM
 Batch: 00002.06.2017 - AP 6/9/17 FY 16-17

49



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
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001-005-501000	Operating Materials & Supp			MATERIALS					
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001-005-501000	Operating Materials & Supp			MATERIALS					
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001-002-470000	Building Expense			MATERIALS					
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018-020-501000	Operating Materials & Supplies			MATERIALS					
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001-110-470000	Building expense			MATERIALS					
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018-018-501000	Operating Materials & Supplies			MATERIALS					
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AMERICAN									
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AMERICAN EXTERMIN		116.00							
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BEMIS PRINTING Total:		431.00							
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CALPORTLAND COMPA		2,542.50							

CANON SOLUTIONS AMERICA, INC

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	CANON SOLUTIONS AM	28.18							
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034002									
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001-004-458000 Telephone Expense					966B				
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001-002-458000 Telephone Expense					966B				
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007370									
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COLUMBIA RIVER P.U.D.									
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COUNTRY MEDIA INC.									
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009800									
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001-103-457000 Office supplies					MATERIALS				
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009-201-558109 Bike Rack Projects					MATERIALS BIKE RACKS				
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05252017	5/25/2017	0.99	0.00	06/09/2017				False	0
018-019-501000 Operating Materials					MATERIALS				
05252017	5/25/2017	-11.15	0.00	06/09/2017				False	0
010-300-652990 McComick Park Cover Shelter					MATERIALS				
05252017 Total:		1,119.85							
DAHLGRENS DO IT BES		1,119.85							
DONOVAN ENTERPRISES INC									
010744									
1178	6/2/2017	4,422.04	0.00	06/09/2017				False	0
010-302-653206 SDC rate study					UTILITIES RATE STUDY MAY 2017 CITY OF ST. HELI				
1178	6/2/2017	3,000.00	0.00	06/09/2017				False	0
010-303-653306 Lift station					UTILITIES RATE STUDY MAY 2017 CITY OF ST. HELI				
1178 Total:		7,422.04							
DONOVAN ENTERPRISE		7,422.04							
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
32446	5/2/2017	194.26	0.00	06/09/2017				False	0
017-017-501000 Operating Materials & Sup.					ROCK OPR				
32446 Total:		194.26							
32473	5/11/2017	101.58	0.00	06/09/2017				False	0
018-021-501000 Operating Materials & Supplies					ROCK DEER ISLAND RD				
32473 Total:		101.58							
32525	5/25/2017	284.29	0.00	06/09/2017				False	0
018-021-501000 Operating Materials & Supplies					ROCK S 17TH STREET				
32525 Total:		284.29							
32545	5/31/2017	139.49	0.00	06/09/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
018-021-501000 Operating Materials & Supplies					ROCK SHOP DRAIN				
32545 Total:		139.49							
EAGLE STAR ROCK PRO		719.62							
EATON'S TIRE AND SERVICE CENTER 011000									
67891	5/31/2017	15.00	0.00	06/09/2017				False	0
001-005-501000 Operating Materials & Supp					MOWER TUBE				
67891 Total:		15.00							
EATON'S TIRE AND SER		15.00							
GRANTS PASS WATER LAB 01414									
17071	5/18/2017	42.00	0.00	06/09/2017				False	0
017-417-472000 Lab testing					TESTING				
17071 Total:		42.00							
301196	5/31/2017	350.00	0.00	06/09/2017				False	0
017-417-472000 Lab testing					TESTING				
301196 Total:		350.00							
GRANTS PASS WATER L		392.00							
H.D. FOWLER CO. 012650									
I4519385	5/31/2017	72.00	0.00	06/09/2017				False	0
017-017-501000 Operating Materials & Sup.					RUBBER METER GASKET				
I4519385 Total:		72.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
H.D. FOWLER CO. Total:		72.00							
HAFEMAN, BART									
014322									
06052017	6/5/2017	500.00	0.00	06/09/2017				False	0
008-008-558104 Events				SOUND FOR 6/15/17 13 NIGHTS SHOW					
06052017 Total:		500.00							
HAFEMAN, BART Total:		500.00							
HANSEN, JACK									
014029									
0002763	6/5/2017	890.00	0.00	06/09/2017				False	0
001-000-205000 Court's Unapplied				REFUND BAIL OVER PMT JACK D HANSEN					
0002763 Total:		890.00							
HANSEN, JACK Total:		890.00							
HD SUPPLY WATERWORKS, LTD									
020916									
H234138	5/26/2017	456.96	0.00	06/09/2017				False	0
017-017-501000 Operating Materials & Sup.				CONCRETE LID					
H234138 Total:		456.96							
HD SUPPLY WATERWOR		456.96							
HICKS, STACY									
015200									
06052017	6/5/2017	30.00	0.00	06/09/2017				False	0
008-008-558104 Events				BAR TENDER FRO 13 NIGHTS ON THE RIVER					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
06052017 Total:		30.00							
HICKS, STACY Total:		30.00							
HUDSON GARBAGE SERVICE									
015875									
9327808	6/1/2017	53.39	0.00	06/09/2017				False	0
001-004-459000 Utilities				1554					
9327808 Total:		53.39							
9327924	6/1/2017	115.32	0.00	06/09/2017				False	0
018-019-459000 Utilites				8333					
9327924	6/1/2017	115.31	0.00	06/09/2017				False	0
018-020-459000 Utilities				8333					
9327924 Total:		230.63							
9328076	6/1/2017	85.78	0.00	06/09/2017				False	0
012-107-459000 Utilitites				7539					
9328076 Total:		85.78							
9328077	6/1/2017	85.78	0.00	06/09/2017				False	0
001-002-459000 Utilities				7547					
9328077 Total:		85.78							
9328078	6/1/2017	80.78	0.00	06/09/2017				False	0
013-403-459000 Utilities				7555					
9328078 Total:		80.78							
9328079	6/1/2017	412.65	0.00	06/09/2017				False	0
001-005-459000 Utilities				7598					
9328079 Total:		412.65							
9328080	6/1/2017	318.80	0.00	06/09/2017				False	0
001-110-459000 Utilities				7601					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	9328080 Total:	318.80							
9328081	6/1/2017	160.25	0.00	06/09/2017				False	0
001-005-459000	Utilities			7636					
	9328081 Total:	160.25							
	HUDSON GARBAGE SER	1,428.06							
INGRAM LIBRARY SERVICES, INC.									
016240									
98642745	5/24/2017	206.86	0.00	06/09/2017				False	0
001-004-511000	Printed Materials			BOOKS 20C7921					
	98642745 Total:	206.86							
98662514	5/25/2017	835.82	0.00	06/09/2017				False	0
001-004-511000	Printed Materials			BOOKS 20C7921					
	98662514 Total:	835.82							
98700973	5/30/2017	283.09	0.00	06/09/2017				False	0
001-004-483000	Audio Materials			BOOKS 20C7921					
	98700973 Total:	283.09							
98700974	5/30/2017	1,223.75	0.00	06/09/2017				False	0
001-004-511000	Printed Materials			BOOKS 20C7921					
	98700974 Total:	1,223.75							
98713473	5/31/2017	11.69	0.00	06/09/2017				False	0
001-004-511000	Printed Materials			BOOKS 20C7921					
	98713473 Total:	11.69							
98713475	5/31/2017	76.82	0.00	06/09/2017				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				
	98713475 Total:	76.82							
98713477	5/31/2017	43.70	0.00	06/09/2017				False	0
001-004-511000 Printed Materials				BOOKS 20C7921					
98713477 Total:		43.70							
INGRAM LIBRARY SERV		2,681.73							
MIDWEST TAPE									
020427									
95093397	5/25/2017	258.89	0.00	06/09/2017				False	0
001-004-481000 Visual Materials				DVD					
95093397 Total:		258.89							
MIDWEST TAPE Total:		258.89							
NAS ASSOCIATES, INC.									
028148									
19705	4/25/2017	2,150.00	0.00	06/09/2017				False	0
018-019-472000 Lab Testing				TESTING					
19705	4/25/2017	2,150.00	0.00	06/09/2017				False	0
018-020-472000 Lab Testing				TESTING					
19705 Total:		4,300.00							
NAS ASSOCIATES, INC.		4,300.00							
ONE CALL CONCEPTS, INC.									
021950									
7050501	5/31/2017	46.86	0.00	06/09/2017				False	0
017-017-554000 Contractual/Consult Serv.				71 REG TICKETS / 71 MODEM DELIVERY TICKETS					
7050501	5/31/2017	46.86	0.00	06/09/2017				False	0
018-018-554000 Contractual/Consulting Serv				71 REG TICKETS / 71 MODEM DELIVERY TICKETS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
7050501 Total:		93.72							
ONE CALL CONCEPTS,		93.72							
ORKIN									
ORKIN									
156449410	5/20/2017	87.72	0.00	06/09/2017				False	0
001-002-470000 Building Expense				PEST CONTROL					
156449410 Total:		87.72							
157916068	6/20/2017	89.04	0.00	06/09/2017				False	0
001-002-470000 Building Expense				PEST CONTROL					
157916068 Total:		89.04							
ORKIN Total:		176.76							
OSTERBAUER, MARK									
OST									
06052017	6/5/2017	180.00	0.00	06/09/2017				False	0
008-008-558104 Events				SET UP CLEAN UP 13 NIGHTS ON THE RIVER					
06052017 Total:		180.00							
OSTERBAUER, MARK T		180.00							
PETTY CASH- JAMIE EDWARDS									
018757									
05262017	5/26/2017	39.96	0.00	06/09/2017				False	0
012-101-527000 Communications				IPHONE CASE CF					
05262017	5/26/2017	6.00	0.00	06/09/2017				False	0
018-019-490000 Schools & Conventions				LUNCH AT TRAINING J.L					
05262017	5/26/2017	6.00	0.00	06/09/2017				False	0
018-020-490000 Schools & Conventions				LUNCH AT TRAINING J.L					
05262017	5/26/2017	38.75	0.00	06/09/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
012-107-457000 Office supplies					BREAK ROOM COFFEE				
05262017	5/26/2017	5.19	0.00	06/09/2017				False	0
001-100-473000 Miscellaneous					WATER FOR YOUTH COUNCIL				
05262017	5/26/2017	31.38	0.00	06/09/2017				False	0
012-102-524000 Special projects					SNACKS FOR HARASSMENT TRAINING				
05262017	5/26/2017	30.00	0.00	06/09/2017				False	0
001-000-316200 Dockside Services					REFUND ELECTRIC AT CITY DOCK 19 NOT WORKING				
05262017	5/26/2017	30.00	0.00	06/09/2017				False	0
001-000-316200 Dockside Services					REFUND ELECTRIC AT CITY DOCK 4 NOT WORKING				
05262017	5/26/2017	30.00	0.00	06/09/2017				False	0
001-000-316200 Dockside Services					REFUND ELECTRIC AT CITY DOCK 16 NOT WORKING				
05262017 Total:		217.28							
PETTY CASH- JAMIE ED		217.28							
PHILLIPS, CYNTHIA									
025515									
06012017	6/1/2017	50.00	0.00	06/09/2017				False	0
018-018-554000 Contractual/Consulting Serv					CONTRACTING ENTRIES C. PHILLIPS				
06012017	6/1/2017	30.00	0.00	06/09/2017				False	0
018-018-554000 Contractual/Consulting Serv					CONTRACTING ENTRIES C. PHILLIPS				
06012017	6/1/2017	10.00	0.00	06/09/2017				False	0
001-103-554000 Contractual/consulting serv					CONTRACTING ENTRIES C. PHILLIPS				
06012017	6/1/2017	30.00	0.00	06/09/2017				False	0
010-302-653206 SDC rate study					CONTRACTING ENTRIES C. PHILLIPS				
06012017	6/1/2017	200.00	0.00	06/09/2017				False	0
004-410-454000 Attorney					CONTRACTING ENTRIES C. PHILLIPS				
06012017	6/1/2017	20.00	0.00	06/09/2017				False	0
013-403-554000 Contractual/consulting serv					CONTRACTING ENTRIES C. PHILLIPS				
06012017	6/1/2017	50.00	0.00	06/09/2017				False	0
010-302-653206 SDC rate study					CONTRACTING ENTRIES C. PHILLIPS				
06012017	6/1/2017	300.00	0.00	06/09/2017				False	0
018-018-554000 Contractual/Consulting Serv					CONTRACTING ENTRIES C. PHILLIPS				
06012017	6/1/2017	30.00	0.00	06/09/2017				False	0
001-103-554000 Contractual/consulting serv					CONTRACTING ENTRIES C. PHILLIPS				
06012017	6/1/2017	50.00	0.00	06/09/2017				False	0
018-018-554000 Contractual/Consulting Serv					CONTRACTING ENTRIES C. PHILLIPS				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
06012017	6/1/2017	200.00	0.00	06/09/2017				False	0
012-101-554000 Contractual/consulting serv				CONTRACTING ENTRIES C. PHILLIPS					
06012017	6/1/2017	20.00	0.00	06/09/2017				False	0
012-106-554000 Contractual/consulting serv				CONTRACTING ENTRIES C. PHILLIPS					
06012017	6/1/2017	150.00	0.00	06/09/2017				False	0
001-105-454000 Attorney expense				CONTRACTING ENTRIES C. PHILLIPS					
06012017 Total:		1,140.00							
06152017	6/7/2017	1,670.00	0.00	06/09/2017				False	0
001-103-554000 Contractual/consulting serv				6/1-6/15 MUNICIPAL COURT JUDGE					
06152017 Total:		1,670.00							
PHILLIPS, CYNTHIA Tot		2,810.00							
POSTMASTER, U.S. POSTAL SERVICES									
026000									
06062017	6/6/2017	314.00	0.00	06/09/2017				False	0
012-106-502000 Equipment expense				BOX 278 - 12 MONTH FEE					
06062017 Total:		314.00							
POSTMASTER, U.S. POS		314.00							
PROFESSIONAL PIPE SERVICES									
026222									
06022017	6/2/2017	25.00	0.00	06/09/2017				False	0
017-000-354000 Miscellaneous Revenues				REFUND RENTAL FEE JOB S-647 HYDRANT METER I					
06022017	6/2/2017	200.00	0.00	06/09/2017				False	0
017-000-206000 Balance Dep Payable				REFUND RENTAL FEE JOB S-647 HYDRANT METER I					
06022017 Total:		225.00							
PROFESSIONAL PIPE SE		225.00							

PYKONEN, LINDSEY

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
PYK									
06052017	6/5/2017	30.00	0.00	06/09/2017				False	0
008-008-558104 Events				BAR TENDER 13 NIGHTS ON THE RIVER					
06052017 Total:		30.00							
PYKONEN, LINDSEY To		30.00							
SELDEN, LAURIE									
030715									
06152017	6/5/2017	3,015.00	0.00	06/09/2017				False	0
001-103-554000 Contractual/consulting serv				6-1/6-15 CRIMINAL PROSECUTORIAL SERVICES					
06152017 Total:		3,015.00							
SELDEN, LAURIE Total:		3,015.00							
SHRED-IT USA, LLC									
SHRED-IT									
8122466495	5/31/2017	89.90	0.00	06/09/2017				False	0
012-102-554000 Contractual/consulting serv				CITY HALL SHRED					
8122466495 Total:		89.90							
SHRED-IT USA, LLC Tot		89.90							
SMITH, CHERI									
UB*01200									
06062017	6/6/2017	513.00	0.00	06/09/2017				False	0
001-000-354000 Misc Revenue				REIMBURSE TICKET WRONGFUL CONVICTION					
06062017 Total:		513.00							
SMITH, CHERI Total:		513.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
<hr/>									
ST. HELENS MARKET FRESH IGA									
029225									
06052017	6/5/2017	1,145.00	0.00	06/09/2017				False	0
008-008-558104 Events				13 NIGHTS BEER AND ICE					
		<hr/>							
06052017 Total:		1,145.00							
		<hr/>							
ST. HELENS MARKET F		1,145.00							
SUNSET AUTO PARTS, INC.									
020815									
05312017	5/31/2017	55.19	0.00	06/09/2017				False	0
015-015-501000 Operating Materials & Supp				AUTO PARTS					
		<hr/>							
05312017 Total:		55.19							
		<hr/>							
SUNSET AUTO PARTS, I		55.19							
TARDIFF, CHRIS									
03302									
06052017	6/5/2017	2,500.00	0.00	06/09/2017				False	0
008-008-558104 Events				13 NIGHTS BAND					
		<hr/>							
06052017 Total:		2,500.00							
		<hr/>							
TARDIFF, CHRIS Total:		2,500.00							
TERRITORIAL SUPPLIES INC.									
033015									
13515	5/24/2017	55.00	0.00	06/09/2017				False	0
001-002-501000 Operating Materials & Supp				NK TEST A OPIUM ALKALOIDS					
		<hr/>							
13515 Total:		55.00							
		<hr/>							
TERRITORIAL SUPPLIE		55.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			

WILLEMSE GLASS

037225

30367	5/2/2017	445.00	0.00	06/09/2017				False	0
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001-002-470000 Building Expense

RAIN SHOWER DOOR INSTALLED

30367 Total:	445.00
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WILLEMSE GLASS Total	445.00
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Report Total:	51,382.99
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City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 21st day of June, 2017 are the following Council minutes:

2017

- Work Session, Public Hearing, and Regular Session Minutes dated June 7, 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

June 7, 2017

Members Present: Rick Scholl, Mayor
Keith Locke, Councilor
Ginny Carlson, Councilor

Members Absent: Doug Morten, Council President
Susan Conn, Councilor

Staff Present: Matt Brown, Finance Director
Kathy Payne, City Recorder
Margaret Jeffries, Library Director
Sue Nelson, Public Works Engineering Director
Jacob Graichen, City Planner
Jenny Dimsho, Associate Planner
Bob Johnston, Building Official

Others: Sally McLaughlin
Jim Huffman
Carroll Sweet
Nicole Thill
Annie Christenson
Don Patterson

Mayor Rick Scholl called the meeting to order at 1:00 p.m.

Visitor Comments

♦Carroll Sweet and Annie Christianson, representing Envision Columbia County. They are here to talk about the re-zoning of 800 acres of Port Westward property from agriculture to industrial. Last year, they talked about the oil trains and the impact on the community. The re-zoning will bring more oil trains and traffic. They are concerned that proposals throughout the County are not being looked at collaboratively.

Councilor Carlson agreed with the traffic concerns.

♦James Huffman. He is here to talk about the LeSollen nuisance abatement. They need some help cleaning their property. Mrs. LeSollen is elderly and Mr. LeSollen is disabled. They have over 20 years of accumulation that needs to be sorted.

Building Official Johnston reported that the LeSollen's received their fourth deadline extension last Monday. This has been an ongoing problem for 5-6 years. They have cleaned up about 20% of the property. It's up to the Council to grant another extension but he recommends against it.

James was disappointed that they have not been referred to proper resources that could help them. Mr. LeSollen has gone to jail for not cleaning up the property in the past. Councilor Locke pointed out that the City has provided dumpsters in the past and offered to help. It's been going on too long and needs to end.

James asked the City not to throw away the potted plants. Johnston explained that the problems are the junk and garbage that you can't see from the street. The City does not have a problem

with landscaping and potted plants. The nuisance was complaint driven. It's unfair to other people who have been required to clean up their property and have followed through.

Annual Report from Planning Commission

City Planner Graichen was in attendance to review the Planning Commission report. A copy is included in the archive meeting packet. After reviewing the report, discussion ensued about the need for affordable senior living.

Councilor Locke and Mayor Scholl directed Graichen to begin the wetland mapping for the Boise property. It's very important for industrial development.

Annual Report from C.A.T. for CDBG Revolving Loan Fund Program

Sally McLaughlin with Community Action Team was in attendance to give a report on their programs.

- The CDBG grant for housing rehab has been entirely spent. They helped 19 homeowners improve their homes. They rely on the payback to create new loans. So far, only two have paid back through refinancing or the sale of their home.
- There is a new CDBG grant that does not have to be paid back. It includes both stick built and manufactured home repairs.
- There is a new grant is for manufactured homes only that does not have to be paid back.
- Funding for housing rehab is becoming more difficult to obtain.
- They are in the process of completing an application to USDA for a self-help program for owner-occupied homes.
- The Mortgage Payment Assistance program provides 12 months of mortgage payments up to \$20,000.
- The Loan Preservation program helps pay back property taxes.
- Programs to assist seniors.
- Programs to assist veterans.
- They want to help keep people in their homes.

Annual Report from Columbia County Economic Team

Postponed to a future date.

Review Proposed Purchase Card Program Policy

Finance Director Brown reviewed the proposed Purchase Card Program Policy. A copy is included in the archive meeting packet.

Review Proposed Columbia View Park Expansion Plan

Associate Planner Jenny Dimsho reviewed the proposed Columbia View Park Expansion Plan with the Council. At the regular session tonight, the Portland State University students who created the proposal will give a presentation. There is also a resolution on the agenda tonight to adopt the Plan.

Proposal for Citizens Day in the Park

Mayor Scholl presented a proposal for Citizens Day in the Park on August 12 in McCormick Park.

- He is working on pricing for a DJ.
- IGA will bring their barbecues for hamburgers and hotdogs.
- Highway 30 Cruisers is willing to do a Show 'n Shine.
- Don's Rental is willing to donate helium and balloons.
- He is looking for Council approval to set a budget.

Councilor Locke thinks it's a good idea.

This will be discussed at the next Council meeting when more Council members are present.

Department Reports

Public Works Engineering Director Nelson reported...

- *Handed out four pages to the Council.* The City reservoirs are located near Battle Mountain Road, off of Pittsburg Road. Pointing to the map, Nelson showed the Council the location and of the reservoirs and the property owned by the Miller's. There is an easement across the entirety of one of the pieces of the Miller's property. There is not an easement for the access logging road. The Miller's would like to sell part of the property. The City's easement would prohibit a housing being built. They have requested the City vacate the easement. However, the entire easement cannot be vacated because it's used to access the reservoir. Part of it could be vacated, upon the Council's consent. The Council could consider exchanging easements; water line and access on the logging road in exchange for vacating the easement on the lower tax lot. Surveys and recording will need to be done. Council directed Nelson to move forward and keep them updated.
- Will not be at the June 21 Council meetings.

Library Director Jeffries reported...

- Over 100 people attended MakerFest. It was very successful and they're already planning for next year.
- Kudos to Reference Librarian Brenda Herren-Kenaga. She is a proponent and advocates for the use of databases. She was selected for a state-wide committee to conduct research and create a database for cities under 25,000 in population.
- Last night, they hosted about 10 business owners in their computer area learning how to create a Facebook page. It was presented by Keep It Local Columbia County.
- Thursday night, a program in honor of National Garden Week will be held in the auditorium. They are partnered with the Garden Club, the Museum Association, the Portland Garden Club, and Oregon Historical Society. A glass slide show about historical estate gardens in Portland will be presented. The project was created by the Portland Garden Club.
- Worldwide Knit in Public Day will be celebrated on Saturday in the lobby.
- The suggestion box report in the packet includes a letter from a patron expressing concerns about noise in the Library. Jeffries has met with her and they worked out some of those concerns. One of the challenges is that they are a very small Library and noise during story time travels through. However, story time only lasts three hours a week. One idea is to post a sign on the door when it may be noisier.

Finance Director Brown reported...

- Nothing to report.

City Recorder Payne reported...

- Nothing to report.

Council Reports

Councilor Locke reported...

- There is an open position for Police Officer.
- He recommends postponing the executive session until tonight.

Councilor Carlson reported...

- The St. Helens Kiwanis Community Parade is June 17.
- The Youth Council will be supporting the Elks and selling drinks on 4th of July. Money raised will go towards funding the Halloween dance.

- She was at the new covered structure at McCormick Park today. There were many cigarette butts on the structure floor. She suggested posting signs indicating it's a smoke-free area.

Mayor Scholl reported...

- Summer is here. Get out there and enjoy the parks.
- Kudos to the Youth Council. He attended their last meeting and was impressed with how much they do for the community. They meet every other Monday.

Councilor Carlson pointed out that kids tend to stick to their own groups at school. Youth Council brings them all together.

Executive Session

ORS 192.660(2)(e) Real Property Transactions

Postponed until tonight's regular session.

Other Business

No other business.

There being no further business, the meeting was adjourned at 2:27 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

June 7, 2017

Members Present: Rick Scholl, Mayor
Keith Locke, Councilor
Ginny Carlson, Councilor

Members Absent: Doug Morten, Council President
Susan Conn, Councilor

Staff Present: Matt Brown, Finance Director
Kathy Payne, City Recorder
Margaret Jeffries, Library Director
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director
Jenny Dimsho, Associate Planner

Others: Patrick Birkle Nicole Thill

Public Hearing **FY2017-18 State Revenue Sharing and Budget Adoption**

At 6:30 p.m., Mayor Rick Scholl opened the public hearing.

Staff Report

Finance Director Brown reported that there are no changes to the proposed budget included in the meeting packet. The Budget Committee discussed the potential for new revenue sources and the restructuring of departments, such as Court. Review of Court is ongoing and will be presented to the Council in the next couple months. Brown is investigating a sweets and beverages tax. He will be meeting with the school superintendent to include a funding education program with that, as well as funding parks and sidewalks to encourage spending time outside.

Public Comments – State Revenue Sharing
No comments received.

Public Comments – FY2017-18 Budget

•Patrick Birkle, Budget Committee Chair. He is in favor of adopting the budget. He commended Finance Director Brown. He has done a great job in his first year. It's good to see stabilization in the economy.

Public Works Operations Director Sheppard thanked Patrick and the other Budget Committee members for volunteering. Councilor Carlson agreed.

Close Public Hearing – 6:38 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

June 7, 2017

Members Present: Rick Scholl, Mayor
Keith Locke, Councilor
Ginny Carlson, Councilor
Susan Conn, Councilor

Members Absent: Doug Morten, Council President

Staff Present: Matt Brown, Finance Director
Kathy Payne, City Recorder
Margaret Jeffries, Library Director
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director
Jenny Dimsho, Associate Planner

Others: Paul Gagliardi Jonathan Morales Takayuki Shigematsu
Deme Shor Nathan Williams Quinton Carlson
Patrick Birkle Kaylee Ruff Alana Saul
Isaac VanHook

7:00PM – Call Regular Session to Order – Mayor Scholl

Pledge of Allegiance – Mayor Scholl

Columbia View Park Expansion Final Presentation

Deme Shor introduced the Vista Planning team. He thanked the Council for allowing them this opportunity. Their plan looks at Columbia View Park for renovation and expansion, as part of the redevelopment of the entire waterfront. The goal is to help revitalize the St. Helens economic state and re-use some of the vacant waterfront land. Deme reviewed the report, a copy of which is included in the archive meeting packet.

Paul Gagliardi reviewed the proposed amenities.

- New Stage
- Multi-Purpose Paved Area
- Boardwalk and Trail
- Benches and Swings
- Catch Basin
- New Gazebo
- Community Art Features
- New Entrance/Gateway
- Flex Court
- New Playground
- Open Space
- Bike Rack
- Covered Shelter

Councilor Carlson really likes the idea of a gateway entrance into the park. She didn't know the park existed for several years because it was not visible.

Mayor Scholl likes the idea of a flex court. He thanked the team for their work. The proposal is great.

Councilor Conn appreciated that they addressed concerns that were presented from the public early on.

A member from the audience asked what the project timeline is. Associate Planner Dimsho responded that Urban Renewal implementation is in July. This is one of the top priorities. She could see it occurring over the next few years. The next step would be to take it to a landscape architect to get cost estimates.

Dimsho thanked the PSU students for their work and being willing to come out to St. Helens.

Presentation of Certificates to Youth Council

Mayor Scholl presented certificates to the Youth Council and thanked them for their service.

Kaylee Ruff, Alana Saul, and Isaac VanHook were in attendance to accept their certificates.

Invitation to Citizens for Public Comment

♦Patrick Birkle. He is here to speak about the issue with Municipal Court. He is in favor of maintaining the court services as much as possible. It's important to maintain local control for the protection of businesses.

♦Quinton Carlson. He recently learned about the rollout of 5G technology. There are some majorly harmful problems with this technology. The FCC Director stated that they will be tracking everything you buy in your home. That's a huge invasion of privacy and they have no business in his home. The technology is a much higher frequency and is not safe.

Deliberations

2017-18 State Revenue Sharing and Budget Adoption

Mayor Scholl pointed out the Building Inspector position in the budget. Finance Director Brown responded that it is based on the revenue and work flow coming in.

Brown explained that Municipal Court is an ongoing discussion. He will report back to Council with an update in July.

Resolutions

A. **Resolution No. 1784:** A Resolution Adopting a City of St. Helens Purchase Card Program Policy

Mayor Scholl read Resolution No. 1784 by title. **Motion:** Upon Locke's motion and Carlson's second, the Council unanimously adopted Resolution No. 1784. [Ayes: Locke, Carlson, Conn, Scholl; Nays: None]

B. **Resolution No. 1785:** A Resolution Adopting the Columbia View Park Expansion Plan

Mayor Scholl read Resolution No. 1785 by title. **Motion:** Upon Locke's motion and Carlson's second, the Council unanimously adopted Resolution No. 1785. [Ayes: Locke, Carlson, Conn, Scholl; Nays: None]

Award CCTV Pipe Inspection System Purchase to General Equipment, Inc. Through the HGAC Buy Purchasing Program for \$150,000

Motion: Upon Conn's motion and Locke's second, the Council unanimously awarded the purchase of the CCTV Pipe Inspection System to General Equipment, Inc. through the HGAC Buy Purchasing Program for \$150,000.

Award Pump Installation and Upgrades for Lift Station No. 9 to Wilkison Pump Utilities, Inc. for \$40,000

Motion: Upon Conn's motion and Locke's second, the Council unanimously awarded the pump installation and upgrades for lift station No. 9 to Wilkison Pump Utilities, Inc. for \$40,000.

Award Contract for the 2017 Annual Street Striping Project, R-664, to Apply-A-Line, Inc. for \$19,004

Motion: Upon Locke's motion and Conn's second, the Council unanimously awarded the contract for the 2017 Annual Street Striping Project, R-664, to Apply-A-Line, Inc. for \$19,004.

Approve and/or Authorize for Signature

- A. Extension of Agreement with Nicholas A. Wood for Pro Tem Judicial Services
- B. Extension of Agreement with Clayton Joseph Lance for Pro Tem Prosecutorial Services
- C. Amendment No. 4 to Agreement with City of Carlton for Personnel Services Related to Communications and Public Information
- D. Amendment No. 1 to Agreement with Columbia County to Delivery of Homeland Security and Emergency Management Services
- E. Extension of Contract with Metro Presort Inc. for Utility Bill Printing and Mailing Services

Motion: Upon Conn's motion and Carlson's second, the Council unanimously approved 'A' through 'E' above.

Appointments to City Boards/Commissions

No appointments.

Consent Agenda for Acceptance

- A. Planning Commission Minutes dated April 11, 2017
- B. Accounts Payable Bill List

Motion: Upon Carlson's motion and Locke's second, the Council unanimously accepted 'A' through 'B' above.

Consent Agenda for Approval

- A. Council Work Session and Regular Session Minutes dated May 17, 2017
- B. Declare Surplus Property: Library – Projector
- C. OLCC Licenses
- D. Accounts Payable Bill List

Motion: Upon Locke's motion and Carlson's second, the Council unanimously approved 'A' through 'D' above.

Council Reports

Mayor Scholl reported...

- He was very impressed with the work done by the PSU students. He appreciates that we were selected for their project.

Councilor Locke reported...

- There will be an executive session tonight that was postponed from earlier.

Councilor Carlson reported...

- Youth Council will be trimming blackberry bushes on the waterfront property the week of June 19. She asked if Parks staff could leave tools here that week for them to use.
- Youth Council will be hosting the next City Talk on KOHI.

Councilor Conn reported...

- Yesterday and today, she served on the technical advisory committee for the Port Executive Director interviews.
- Tomorrow at 3 p.m., there will be a presentation on cluster housing/affordable housing at Community Action Team.

Department Reports

Public Works Engineering Director Nelson reported...

- She expressed appreciation to the PSU students for all of their work on the Columbia View Park proposal.

Public Works Operations Director Sheppard reported...

- Agreed with Nelson.
- Thanks to the Budget Committee.

Library Director Jeffries reported...

- At 7 p.m. tomorrow night in the auditorium, there will be a slide show about the historical estate gardens in Portland presented by the Oregon Historical Society.
- On Saturday, 10 a.m. – 2 p.m., World-Wide Knit in Public Day will be celebrated in the Library lobby.

Finance Director Brown reported...

- RFP's for Judge and Prosecutor are due June 15. He asked for Council volunteers to sit on the review committee. Councilors Locke and Conn volunteered.

City Recorder Payne reported...

- Nothing to report.

Executive Session

ORS 192.660(2)(e) Real Property Transactions

Motion: At 7:45 p.m., upon Locke'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 7:54 p.m., upon completion of the executive session, Conn moved to go back into regular session, seconded by Locke, and unanimously approved.

Other Business

Councilor Locke abstained from the following motion.

Motion: Conn moved to authorize City Administrator Walsh continue with the process, make corrections, and sign the ground lease agreement. Carlson seconded.

Discussion. Councilor Carlson pointed out that she is bothered about the industry in general. All along, they said there would be money for education as a deterrent to young people. She is not seeing that happen. She hopes this proposal helps with that. Mayor Scholl and Councilor Conn agreed.

Vote: Carlson, Conn, and Scholl approved; Locke abstained; none opposed; motion carries.

Adjourn - There being no further business, the meeting adjourned at 7:57 p.m.



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

DRAFT


PETITION FOR TEMPORARY CLOSURE OF CITY STREET(S)

You must attach a map of street area to be closed.

I/we, the undersigned, request that the St. Helens City Council allow temporary closure of the following streets.

Street Closure #1			
Street Name	Strand Street		
Beginning Point	230 Strand St.	Ending Point	295 Strand St.
Start Date	7/4/17	End Date	7/5/17
Time to Begin Closure	12am	Time to Reopen	12am
Purpose of Closure	Crowd for 4 th of July + vendor space		
Street Closure #2			
Street Name	Plaza Square (all)		
Beginning Point		Ending Point	
Start Date	same as above	End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			
Street Closure #3			
Street Name			
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			

Approval of emergency responders: (required)

	6-14-17		6-14-17		6-14-17
Fire District	Date	Police Department	Date	Public Works	Date
270 Columbia Blvd.	503-397-2990	150 S. 13 th St.	503-397-3333	984 Oregon St.	503-397-3532

DECLARATION

I/we understand that any barricades or other devices to close off the street must be provided at my (our) expense or may be provided by the City at my/our expense for specific times and dates. I/we also understand that arrangements for placement of barricades/devices must be made with the Public Works Department (503.397.3532). I/we certify that I/we have notified all affected property owners, business owners and/or tenants in person or in writing of my/our intent to close the street/s listed above and that written consents of each are attached. It is my/our belief that there are no major conflicts with this closure.

Petitioner Signature Rick Scholl by K. Payne **Date Signed** 6/15/17
Print Name Rick Scholl, City of St. Helens **Phone** 503-396-1653
Mailing Address PO Box 278 **City, State, Zip** St. Helens, OR 97051

Petitioner Signature _____ **Date Signed** _____
Print Name _____ **Phone** _____
Mailing Address _____ **City, State, Zip** _____

FOR OFFICIAL USE ONLY

Date Rec'd 6/15/17 Rec'd by KP Date sent to CC 6/21 City Council ☐ Approved ☐ Denied Meeting date _____

Attested _____, City Administrator Date _____

CITY STREET CLOSURE CONSENT FORM

Applicant must take this form to each affected business for consent signatures.

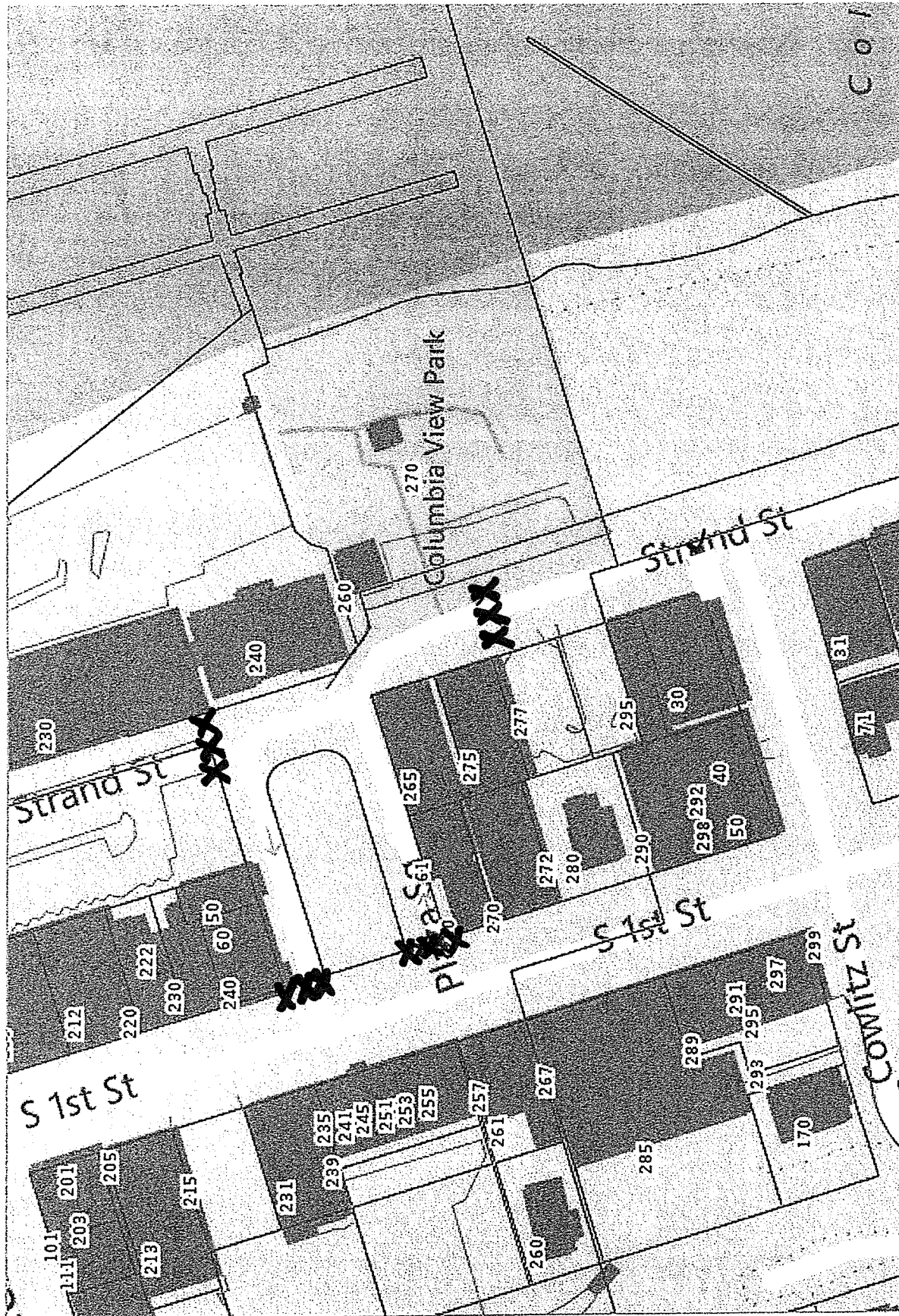
Applicant City of St. Helens Phone _____
 Name of Event 4th of July Date(s) of Event 7/4/17, 12am Time(s) 7/5/17, 12am
 Street(s) to be closed for event Strand Street & Plaza Square

The following affected businesses/individuals have been contacted and informed of the event listed above and have marked whether they consent or not to the closure of the street(s) listed above on the date(s) listed above:

Business name <u>None affected</u> <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____

Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____

**Return this to City Hall with your
 Petition for Temporary Closure of City Street(s)**



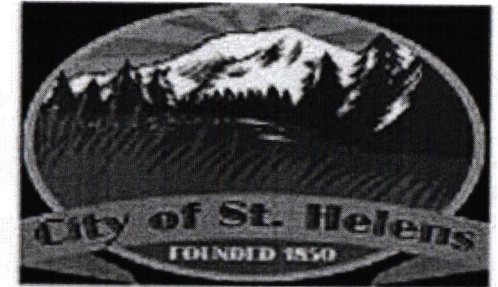
xxx = street closure

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 06/13/2017 - 2:00PM
 Batch: 00008.06.2017 - AP 6/13/17 FY 16-17 OVER 10K

71



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
LAWYERS TITLE 01804									
06132017	6/13/2017	40,000.00	0.00	06/13/2017				False	0
017-417-575000 Equipment					EARNEST MONEY PROPERTY PURCHASE FROM S S				
06132017 Total:		40,000.00							
LAWYERS TITLE Total:		40,000.00							
Report Total:		40,000.00							

SIGN HERE