

City of St. Helens

Planning Commission

March 8, 2016

Agenda

1. **7:00 p.m. Call to Order and Flag Salute**
2. **Consent Agenda**
 - a. Planning Commission Minutes dated February 9, 2016
3. **Topics from the Floor:** Limited to 5 minutes per topic (Not on Public Hearing Agenda)
4. **Public Hearing Agenda:** (times are earliest start time)
 - a. 7:00 p.m. – **CONTINUED** Conditional Use Permit at 1807 & 1809 Columbia Blvd. - G.O Enterprises, LLC
 - b. 7:30 p.m. – Variance at 115 S. Vernonia Rd. – Ronald Schwirse
5. **Acceptance Agenda: Planning Administrator Site Design Review:**
 - a. Site Design Review (Minor) at 2296 & 2298 Gable Rd. – Combine two suites for a new business in an existing multi-suite commercial complex
 - b. Site Design Review (Minor) at 1645 Railroad Ave. (Armstrong World Industries) - Pallet storage building on an existing industrial site
7. **Planning Director Decisions:** (previously e-mailed to the Commission)
 - a. Sign Permit (Banner) at 2100 Block of Columbia Blvd – Columbia County Job & Resource Fair
 - b. Home Occupation (Type II) at 405 S. 14th St. – Home-based flower shop
 - c. Sign Permit (Pole) at 111 S. 9th St. (Lewis & Clark Elementary) - Security Signs, Inc.
9. **Planning Department Activity Reports**
 - a. February 22, 2016
10. **For Your Information Items**
11. **Next Regular Meeting: April 12, 2016**

Adjournment

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City of St. Helens

Planning Commission Meeting

February 9, 2016

Minutes

Members Present:

Dan Cary, Vice Chair
Greg Cohen, Commissioner
Sheila Semling, Commissioner
Audrey Webster, Commissioner
Kathryn Lawrence, Commissioner
Russell Hubbard, Commissioner

Members Absent:

Al Petersen, Chair

Staff Present:

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

Councilors Present:

Ginny Carlson, City Council Liaison

Others Present:

Ed Burgmans
Larry VanDolah
Kona Lora
Oscar Nelson
Bing Theobald

[Secretary Note: There is no video recording available for this meeting]

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 January 12, 2016 Planning Commission meeting with a change on page 2 from "R7" to "R10" regarding Semling's question of staff. Commissioner Lawrence seconded the motion. Motion carried with all in favor. Commissioners Cohen and Vice Chair Cary recused themselves from voting due to their absences from that meeting.

□

Topics From The Floor

There were no topics from the floor.

□

Public Hearing

G.O. Enterprises, LLC

Major Modification to CUP.4.15 / CUP.1.16

1807 & 1809 Columbia Blvd.

It is now 7:02 p.m. and Vice Chair Cary 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 February 2, 2016 with attachments

Graichen introduced the proposal and the recommended conditions of approval with the Commission, as discussed in the staff report. Commissioner Cohen asked if the applicant requested a Conditional Use Permit Modification or a separate Conditional Use Permit. Graichen explained that in land use, decisions run with the property. In this case, the applicant's request is to expand the building square footage using the previously approved Conditional Use Permit. He further explained that the property owner is the same, but the applicants for this proposal are not the same applicants from the originally granted Conditional Use Permit.

Commissioner Cohen asked if the expansion of the square footage would break any of the City's rules relating to marijuana facilities. Graichen discussed in general terms the City's rules regarding marijuana retailers or dispensaries, including the 1,000 foot buffer from daycares and schools, the 2,000 foot buffer from other dispensaries/retailers, the requirement for a permanent building, the secure refuse container, and compliance with state and local laws. Then Graichen discussed the Conditional Use Permit approval standards and potential conditions from the staff report. He noted that new evidence may be presented that could encourage the Commission to consider additional conditions.

Commissioner Cohen asked if there was any indication the expansion would lead to marijuana wholesaling, growing, or processing. Graichen said the site plan had no indication of any other use but retail.

Commissioner Lawrence asked the timeline the applicant would need to comply with. Graichen said the applicant would have 18 months from August 2015 (February 2017) to begin business, or if the Commission chooses to restart the clock with this new decision, the applicant would gain six additional months.

Graichen introduced written testimony distributed to the Commission that was provided by Jennifer Plahn and entered into the record earlier that day.

IN FAVOR

Nelson, Oscar. Applicant. Nelson said this proposal seems pretty cut and dry. With the same property owner, they are expanding the reception area to have a more comfortable lobby and a better business flow. They are a known business with known business practices and they are hoping to bring something professional to St. Helens. Vice Chair Cary asked if they will have the same name as the previous proposal. He said yes, the name of the business will be Sweet Relief. Nelson said some of the back-end owners and paperwork has changed, but the business plan and focus has remained the same.

Nelson walked through the floor plan proposed on the site plan as requested by Commissioner Cohen. Nelson said they have a long-term business strategy. This industry is expected to be profitable and Nelson feels the additional cost up front to make the floor plan more comfortable to customers will be beneficial.

Commissioner Cohen asked if they would be open after hours. Nelson said no.

Vice Chair Cary asked if the original timeline to open in February 2017 was an issue for them. Nelson said at this point, it seems they are on track to open within that timeline. Unless there are unforeseen issues with the building or permitting, everything should be completed well within that timeframe.

Commissioner Semling asked about the refuse plan and the door to nowhere in the back. Nelson said if they are not required to have a fire exit, they could bar the door as unusable. Graichen read the recommended condition presented in the staff report regarding the trash enclosure and the rear door. Commissioner Cohen said he could not approve the decision without a secure and approved refuse plan. Graichen noted with the original decision, the trash plan was to be approved at the staff level, but for this new decision, it could be reviewed by the Commission if desired.

Commissioner Hubbard asked if they had any building permits yet. Nelson said yes, he thinks they have a demo permit for 1807 Columbia Blvd.

[Secretary Note: There is no audio recording beyond this point because of an equipment malfunction.]

IN OPPOSITION

VanDolah, Larry. VanDolah's biggest problem with this proposal is the lack of parking. Where will the employees park? Where will the customers park? He also feels the applicant has not adequately addressed the refuse. For his own permitting, he was required to submit a plan for refuse, so why has the applicant not submitted one? VanDolah said his daughter attends a dance studio nearby and he doesn't want her seeing cannabis related signage across the street.

Burgmans, Ed. Burgmans is in business with VanDolah. He testified against a marijuana retailer in Rainier, Oregon, despite being in the cannabis business. He asked the Commission if the Houlton Business District is the right place for this. For his own business, he chose a dispensary location one mile out of town in Rainier, Oregon. He said no matter where we locate these businesses, customers will find them. Sweet Relief has a large pot leaf on the front window at other locations. He asked the Commission to keep this from happening. He also entered into the record the original lease for this location, which is in VanDolah's name. He noted that the lease is under contention.

REBUTTAL

Nelson, Oscar. Applicant. Nelson noted that the original lease that was presented has expired. Regarding parking, Nelson reminded the Commission that they are combining suites. This would lessen the need for parking compared to two separate business locations. He also said the landlord is excited to combine the suites into one.

FURTHER QUESTIONS OF STAFF

Commissioner Cohen asked if they could reconsider parking with the expansion. He noted that parking requirements are based on square footage, so if they are expanding, does that mean they are increasing their minimum required spaces? First, Graichen said on-street parking normally does not count towards off-street parking requirements, but it does in the Houlton Business District (HBD) zone. Then he explained that in the HBD zone, no additional or new on-site parking is required for sites with existing development footprint coverage of 50 percent of the site area. This proposal is at 52 percent coverage of the site area and is therefore exempt from parking requirements.

Commissioner Webster asked if the parking needs to be paved, noting the gravel area in the back of the building. Graichen said according to our new standards, yes, but a new business simply moving into a suite (not changing the building footprint), may not warrant paving older gravel lots. However, the Commission could also weigh the community impact of the new use in their decision to include that as a condition.

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

Commissioner Cohen said he has questions about the refuse and the fire exit. He would like to see a refuse plan before approving a decision. He would also like the Commission to weigh parking considerations.

Commissioner Lawrence said this structure is existing and tenants will fill these suites either way. She feels the parking needs are no different by combining the suites. Commissioner Cohen said that you have to look at the new use. He feels it warrants additional parking requirements. Commissioner Semling pointed out that there are also tenants living above the use who will use parking spaces too.

Commissioner Cohen does not want to see the rear exit become a commonly used entrance or rear exit. He feels it should only be used for fire exit or for refuse removal.

Vice Chair Cary asked about the condition relating to the trash enclosure. Graichen said the condition could be left alone, which would leave staff and the applicant responsible for determining an appropriate refuse plan, or the Commission could re-open the public hearing to gather more information from the applicant.

Commissioner Hubbard has concerns about the building permit and whether or not the Building Department will approve the structural changes.

Vice Chair Cary does not feel the applicant should be required to provide additional parking because this proposal is no different than the previous approval. Commissioner Lawrence agrees.

Overall, the Commission felt more information was needed to address the refuse concerns, the rear exit, the floor plan, and parking.

MOTION

Commissioner Webster moved to re-open the public hearing and continue this matter on March 8, 2016 at 7 p.m. to allow the applicant to address concerns related to floor plan, parking, rear door access, and refuse. Commissioner Cohen seconded. All in favor; none opposed; motion carries.

□

Chair/Vice Chair Discussion

Graichen said Chair Petersen does not want to be chair again this year, but would be okay with vice chair. Vice Chair Cary said he would be willing to be chair this year.

Commissioner Webster made a motion to move Chair Petersen to vice chair and Vice Chair Cary to chair. Commissioner Lawrence seconded. All in favor; none opposed; motion carries.

□

Planning Director Decisions

- a. Sign Permits (4) – Meyer Sign Co. of Oregon – 58761 S. Columbia River Hwy
- b. Sign Permit (Banner) – 2100 Block of Columbia Blvd. – Dianna Holmes
- c. Home Occupation (Type I) – 124 Park St. – Home office for commercial cleaning
- d. Home Occupation (Type I) – 504 S. 14th St. – Home office for mobile pet sitting
- e. Sign Permit (Banner) – 2100 Block of Columbia Blvd. – St. Helens Sports Booster Club

There were no comments.

□

Planning Department Activity Reports

There were no comments.

□

For Your Information Items

Graichen said the Commission's Conditional Use Permit denial on Columbia Blvd. was reversed by the City Council last week via an appeal.

Graichen asked the Commission if they would be interested in being the decision-making body for a proposal regarding the St. Helens Marina parking area. The Commission agreed that this area is important enough to be a Commission decision, not just an administrative decision.

□

There being no further business before the Planning Commission, the meeting was adjourned at 8:41 p.m.

Respectfully submitted,

Jennifer Dimsho
Planning Secretary

2016 Planning Commission Attendance Record

P=Present A=Absent Can=Cancelled

Date	Petersen	Hubbard	Lawrence	Cohen	Cary	Semling	Webster
01/12/16	P	P	P	A	A	P	P
02/09/16	A	P	P	P	P	P	P
03/08/16							
04/12/16							
05/10/16							
06/14/16							
07/12/16							
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10/11/16							
11/08/16							
12/13/16							



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: Planning Commission
FROM: Jacob A. Graichen, AICP, City Planner
RE: Conditional Use Permit CUP.1.16 at 1807 and 1809 Columbia Boulevard
DATE: February 29, 2016

The initial public hearing for this matter took place at last month's Planning Commission meeting.

The Commission continued the public hearing to March 8, 2016 at 7pm to give the applicant an opportunity to respond to some of the Commission's questions and other matters.

Some of those in attendance at the February meeting submitted materials into the record; they are **attached** for your convenience.

Please note that since the public hearing (and record) are still open, additional testimony and materials may be provided.

I'm able to answer a few of the Commission's questions/concerns in this memo:

1. Have building permits been submitted for the use at 1807 and 1809 Columbia Boulevard?

As of February's Commission meeting, the only building permit submitted was a demo permit. A change of occupancy permit will be required from the Building Department.

2. Will a fire escape or some other mandatory egress be required via the back door?

No. Per the Building Official, the occupancy load is not high enough for that. Note however that the applicant has expressed intent on doing so as part of the trash plans.

3. The Commission expressed concern of a lack of trash plans.

The applicant has been working with staff on this since the February meeting.

That which has been submitted as of the date of this memo doesn't meet building code requirements; revisions are certain. I didn't attach those plans to this memo since updates are very possible. Thus, the latest as of March's public hearing will be shown at that hearing, so the Commission doesn't spend time reviewing plans we know are already outdated.

February 9, 2016

FILE

RECEIVED
FEB - 9 2016
CITY OF ST. HELENS

St Helens City Hall
265 Strand Street
PO Box 278
St. Helens, Oregon 97051

RE: 1807/1809 Columbia Blvd. CPU Application

I am writing to address my concerns of the potential dispensary opening at 1807 and 1809 Columbia Blvd. I have multiple concerns from both a personal and professional level.

I will list my professional concerns first. If you review the history of this location you will see that Bing Theobald and I received a CPU for the 1809 location in the fall of 2015. Since that time the business partnership has been dissolved, however, to my knowledge my name has not been removed from the CPU. When we originally approached the building owner we came to an agreement that we would receive all applicable city and state licenses including the CPU, but not open the actual dispensary during the length of time the CPU was active. There were multiple reasons behind this decision that are not necessary to address here.

Since the time of dissolution, 1771 Columbia Blvd. has received a CPU for a grow site. I understand there are no Oregon laws stating that a dispensary and grow facility have to be a certain distance apart, however, the St. Helens Planning Commission originally declined the CPU due to the guidelines outlined for growing the Houlton District of St. Helens. They are attempting to revitalize and grow a family friendly area where shops are open to the public of all ages. The Commission was also concerned by all the potentially blacked out windows in the area as they did not like the thought of shutting down that much of the thriving area. This again would be a concern as if the 1807/1809 location is approved you would have the bar at the beginning of Columbia Blvd., 1807, 1809, and 1771 Columbia Blvd locations with potentially blacked out windows. In addition the parking would be a concern as there is limited parking on the street due to the various businesses on the boulevard and a majority is street parking.

I will now elaborate on my personal concerns of this potential dispensary location. My concerns come into play with their advertisement and owner(s) as well as the business surrounding this proposed sight. There is are two business, Vault Elite and OPAS Dance Studio, extremely close to this site which are tumble, dance, and cheer facilities for children and teens. The applicants of the proposed site currently operate or have a share in the Scappoose location which has very visual advertisement with large marijuana leaves and logos on their storefront windows, folding signs, etc. I do not feel this is appropriate for the neighborhood they want to open in, especially with the children present. In regard to the ownership, there is a gentleman by the name of John Harper that has direct ties in the company, although not listed on paperwork. I know he is directly tied as I have spoken with him many times and even looked into forming a partnership with him until I researched him. He appears to be involved in all aspects from construction to financial and works closely with GO Enterprise owners and does site visits at minimum of once a week as he lives in Astoria. Finally, during my research, I found he was a registered sex offender. This is where my biggest concern is as he may not be there on a daily basis, but he will be linked to the store and will check in from time to time at which time he will be feet from areas catering to and directly involved with children.

Please do not get me wrong, everyone has a past, including myself, but there are some things that I have a hard time overlooking even if a person has been "rehabilitated" and this is one of them. I can say if this company was locating in a less kid friendly area with more parking and more appropriate advertising, like the new location in Warren, I would not have an issue with the dispensary opening and would be a supporter.

Regards,

A handwritten signature in black ink, appearing to read "Jennifer Plahn", with a long horizontal line extending to the right.

Jennifer Plahn
(503) 396-7732
344 N 2nd Street
St. Helens, Oregon 97051

NABE



THIS INDENTURE OF LEASE, entered into this 22 day of June, 2015,
 between FAWNWOOD CORP
64546 Island Rd
Deer Island, Or 97054
 hereinafter called the lessor, and
AKL General Contractors, Inc
Larry Vandolah, JR.
 hereinafter called the lessee,

WITNESSETH: In consideration of the covenants herein, the lessor hereby leases unto the lessee those certain premises, as is, situated in the City of St. Helens, County of Columbia and State of Oregon, hereinafter called the premises, described as follows:

OFFICE SPACE Commonly Known as
 1809 COLUMBIA Blvd.
 St. Helens, Oregon 97051

RECEIVED

FEB - 9 2016

CITY OF ST. HELENS
 AT 2-9-16.
 PUBLIC
 HEARING

To Have and to Hold the premises commencing with the 22 day of June, 2015
 and ending at midnight on the 22 day of June, 2016, for a rental of \$ 12,000.00
 for the whole term, which lessee agrees to pay, at 64546 Island Rd
 City of Deer Island, State of Oregon, at the following times and in the following amounts, to-wit:

In consideration of the leasing of the premises and of the mutual agreements herein contained, the parties agree as follows:

LESSEE'S
ACCEPTANCE
OF LEASE

(1) The lessee accepts this letting and agrees to pay to the order of the lessor the monthly rentals above stated for the full term of this lease, in advance, at the times and in the manner aforesaid.

USE OF
PREMISES

(2a) The lessee shall use the premises during the term of this lease for the conduct of the following business:

Business office space for there General Contractor Business.

and for no other purpose whatsoever without lessor's written consent.

(2b) The lessee will not make any unlawful, improper or offensive use of the premises; the lessee will not suffer any strip or waste thereof; the lessee will not permit any objectionable noise or odor to escape or to be emitted from the premises or do anything or permit anything to be done upon or about the premises in any way tending to create a nuisance; the lessee will not sell or permit to be sold any product, substance or service upon or about the premises, excepting such as lessee may be licensed by law to sell and as may be herein expressly permitted.

(2c) The lessee will not allow the premises at any time to fall into such a state of repair or disorder as to increase the fire hazard thereon; the lessee will not install any power machinery on the premises except under the supervision and with written consent of the lessor; the lessee will not store gasoline or other highly combustible materials on the premises at any time; the lessee will not use the premises in such a way or for such a purpose that the fire insurance rate on the improvements on the premises is thereby increased or that would prevent the lessor from taking advantage of any rulings of any agency of the state in which the premises are situated, or which would allow the lessor to obtain reduced premium rates for long term fire insurance policies.

(2d) The lessee shall comply at lessee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of the premises. These include, without limitation, all laws, regulations and ordinances pertaining to air and water quality, Hazardous Materials as herein defined, waste disposal, air emissions, and other environmental matters. As used herein, Hazardous Material means any hazardous or toxic substance, material, or waste, including but not limited to those substances, materials, and waste listed in the U.S. Department of Transportation Hazardous Materials Table or by the U.S. Environmental Protection Agency as hazardous substances and amendments thereto, petroleum products, or such other substances, materials, and waste that are or become regulated under any applicable local, state, or federal law.

(2e) The lessee shall regularly occupy and use the premises for the conduct of lessee's business, and shall not abandon or vacate the premises for more than ten days without written approval of lessor.

(2f) Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the premises by lessee, its agents, employees, contractors, or invitees without the prior written consent of lessor, which consent will not be unreasonably withheld so long as lessee demonstrates to lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to lessee's business and will be used, kept, and stored in a manner that will comply at all times with all laws regulating any such Hazardous Material so brought upon or used or kept on or about the premises.

UTILITIES

(3) The lessee shall pay for all heat, light, water, power, and other services or utilities used in the premises during the term of this lease.

REPAIRS AND
IMPROVEMENTS

(4a) The lessor shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this lease, except only those hereinafter specifically provided for; the lessee hereby agrees to maintain and keep the premises, including all interior and exterior walls and doors, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank, in good order and repair during the entire term of this lease, at lessee's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof in the windows and doors of the premises with glass of as good or better quality as that now in use; it is further agreed that the lessee will make no alterations, additions or improvements to or upon the premises without the written consent of the lessor first being obtained.

(4b) The lessor agrees to make all necessary structural repairs to the building, including exterior walls, foundation, roof, gutters and downspouts, and the abutting sidewalks. The lessor reserves and at any and all times shall have the right to alter, repair or improve the building of which the premises are a part, or to add thereto, and for that purpose at any time may erect scaffolding and all other necessary structures about and upon the premises and lessor and lessor's representatives, contractors and workers for that purpose may enter in or about the premises with such materials as lessor may deem necessary therefor, and lessee waives any claim to damages, including loss of business resulting therefrom.

LESSOR'S
RIGHT OF
ENTRY

(5) It shall be lawful for the lessor, the lessor's agents and representatives, at any reasonable time to enter into or upon the premises for the purpose of examining into the condition thereof, or for any other lawful purpose.

RIGHT OF
ASSIGNMENT

(6) The lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein, sublet, or permit any other person or persons whomsoever to occupy the premises without the written consent of the lessor being first obtained in writing; this lease is personal to lessee; lessee's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the lessee, or in any other manner, except as above mentioned.

LIENS

(7) The lessee will not permit any lien of any kind, type or description to be placed or imposed upon the improvements in which the premises are situated, or any part thereof, or the land on which they stand.

ICE, SNOW,
DEBRIS

(8) If the premises are located at street level, then at all times lessee shall keep the sidewalks in front of the premises free and clear of ice, snow, rubbish, debris and obstruction; and if the lessee occupies the entire building, the lessee will not permit rubbish, debris, ice or snow to accumulate on the roof of the building so as to stop up or obstruct gutters or downspouts or cause damage to the roof, and will save harmless and protect the lessor against any injury whether to lessor or to lessor's property or to any other person or property caused by lessee's failure in that regard.

OVERLOADING
OF FLOORS

(9) The lessee will not overload the floors of the premises in such a way as to cause any undue or serious stress or strain upon the building in which the premises are located, or any part thereof, and the lessor shall have the right, at any time, to call upon any competent engineer or architect whom the lessor may choose, to decide whether or not the floors of the premises, or any part thereof, are being overloaded so as to cause any undue or serious stress or strain on the building, or any part thereof, and the decision of the engineer or architect shall be final and binding upon the lessee; and in the event that it is the opinion of the engineer or architect that the stress or strain is such as to endanger or injure the building, or any part thereof, then and in that event the lessee agrees immediately to relieve the stress or strain, either by reinforcing the building or by lightening the load which causes such stress or strain, in a manner satisfactory to the lessor.

ADVERTISING
SIGNS

(10) The lessee will not use the outside walls of the premises, or allow signs or devices of any kind to be attached thereto or suspended therefrom, for advertising or displaying the name or business of the lessee or for any purpose whatsoever without the written consent of the lessor; however, the lessee may make use of the windows of the premises to display lessee's name and business when the workmanship of such signs shall be of good quality and permanent nature; provided further that the lessee may not suspend or place within said windows or paint thereon any banners, signs, sign-boards or other devices in violation of the intent and meaning of this section.

**LIABILITY
INSURANCE**

(11) At all times during the term hereof, the lessee will, at the lessee's own expense, keep in effect and deliver to the lessor liability insurance policies in form, and with an insurer, satisfactory to the lessor. Such policies shall insure both the lessor and the lessee against all liability for damage to persons or property in, upon, or about the premises. The amount of such insurance shall be not less than \$.....1,000,000..... for injury to one person, not less than \$.....1,000,000..... for injuries to all persons arising out of any single incident, and not less than \$.....1,000,000..... for damage to property, or a combined

single limit of not less than \$.....1,000,000..... It shall be the responsibility of lessor to purchase casualty insurance with extended coverage so as to insure any structure on the premises against damage caused by fire or the effects of fire (smoke, heat, means of extinguishment, etc.), or any other means of loss. It shall be the responsibility of the lessee to insure all of the lessee's belongings upon the premises, of whatsoever nature, against the same. With respect to these policies, lessee shall cause the lessor to be named as an additional insured party. Lessee agrees to and shall indemnify and hold lessor harmless against any and all claims and demands arising from the negligence of the lessee, lessee's officers, agents, invitees and/or employees, as well as those arising from lessee's failure to comply with any covenant of this lease on lessee's part to be performed, and shall at lessee's own expense defend the lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against lessor in any such suit or action.

FIXTURES

(12) All partitions, plumbing, electrical wiring, additions to or improvements upon the premises, whether installed by the lessor or lessee, shall be and become a part of the building in which the premises are located as soon as installed and the property of the lessor unless otherwise herein provided.

**LIGHT
AND AIR**

(13) This lease does not grant any rights of access to light and air over the premises or any adjacent property.

**DAMAGE BY
CASUALTY,
FIRE AND
DUTY TO
REPAIR**

(14) In the event of the destruction of the improvements in which the premises are located by fire or other casualty, either party hereto may terminate this lease as of the date of fire or casualty, provided, however, that in the event of damage to the improvements by fire or other casualty to the extent of per cent or more of the sound value thereof, the lessor may or may not elect to repair the same; written notice of lessor's election shall be given lessee within fifteen days after the occurrence of the damage; if notice is not so given, lessor conclusively shall be deemed to have elected not to repair; in the event lessor elects not to repair, then and in that event this lease shall terminate with the date of the damage; but if the improvements in which the premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than said extent and lessor elects to repair, as aforesaid, then the lessor shall repair the same with all convenient speed and shall have the right to take possession of and occupy, to the exclusion of the lessee, all or any part thereof in order to make the necessary repairs, and the lessee hereby agrees to vacate upon request, all or any part thereof which the lessor may require for the purpose of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the injury or damage and its interference with the occupancy of the premises by the lessee shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by lessee, then there shall be no abatement of rent and the lessor shall repair the damage with all convenient speed.

**WAIVER OF
SUBROGATION
RIGHTS**

(15) Neither the lessor nor the lessee shall be liable to the other for loss arising out of damage to or destruction of the premises, or the building or improvement of which the premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either lessor or lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the lessor and the lessee that the rentals reserved by this lease have been fixed in contemplation that both parties shall fully provide their own insurance protection at their own expense, and that both parties shall look to their respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the lessor nor the lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

**EMINENT
DOMAIN**

(16) In case of the condemnation or purchase of all or any substantial part of the premises by any public or private corporation with the power of condemnation this lease may be terminated, effective on the date possession is taken, by either party hereto on written notice to the other and in that case the lessee shall not be liable for any rent after the termination date. Lessee shall not be entitled to and hereby expressly waives any right to any part of the condemnation award or purchase price.

**FOR SALE
AND
FOR RENT
SIGNS**

(17) During the period of30..... days prior to the date above fixed for the termination of this lease, the lessor herein may post on the premises or in the windows thereof signs of moderate size notifying the public that the premises are "for sale" or "for lease."

**DELIVERING UP
PREMISES ON
TERMINATION**

(18) At the expiration of the lease term or upon any sooner termination thereof, the lessee will quit and deliver up the premises and all future erections or additions to or upon the same, broom-clean, to the lessor or those having lessor's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by the lessor.

**ADDITIONAL
COVENANTS
OR
EXCEPTIONS**

(19)

**ATTACHMENT
BANKRUPT
DEFAULT**

PROVIDED, ALWAYS, and these presents are upon these conditions, that (1) if the lessee shall be in arrears in the payment of rent for a period of ten days after the same becomes due, or (2) if the lessee shall fail or neglect to perform or observe any of the covenants and agreements contained herein on lessee's part to be done, kept, performed and observed and such default shall continue for ten days or more after written notice of such failure or neglect shall be given to lessee, or (3) if the lessee shall be declared bankrupt or insolvent according to law, or (4) if any assignment of lessee's property shall be made for the benefit of creditors, or (5) if on the expiration of this lease lessee fails to surrender possession of the premises, the lessor or those having lessor's estate in the premises, may terminate this lease and, lawfully, at lessor's option immediately or at any time thereafter, without demand or notice, enter into and upon the premises and every part thereof and reposses the same, and expel lessee and those claiming by, through and under lessee and remove lessee's effects at lessee's expense, forcibly if necessary and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

Neither the termination of this lease by forfeiture nor the taking or recovery of possession of the premises shall deprive lessor of any other action, right, or remedy against lessee for possession, rent or damages, nor shall any omission by lessor to enforce any forfeiture, right or remedy to which lessor may be entitled be deemed a waiver by lessor of the right to enforce the performance of all terms and conditions of this lease by lessee.

In the event of any re-entry by lessor, lessor may lease or relet the premises in whole or in part to any tenant or tenants who may be satisfactory to lessor, for any duration, and for the best rent, terms and conditions as lessor may reasonably obtain. Lessor shall apply the rent received from any such tenant first to the cost of retaking and reletting the premises, including remodeling required to obtain any such tenant, and then to any arrears of rent and future rent payable under this lease and any other damages to which lessor may be entitled hereunder.

Any property which lessee leaves on the premises after abandonment or expiration of the lease, or for more than ten days after any termination of the lease by landlord, shall be deemed to have been abandoned, and lessor may remove and sell the property at public or private sale as lessor sees fit, without being liable for any prosecution therefor or for damages by reason thereof, and the net proceeds of any such sale shall be applied toward the expenses of landlord and rent as aforesaid, and the balance of such amounts, if any, shall be held for and paid to the lessee.

**HOLDING
OVER**

In the event the lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy at sufferance which may be terminated at will at any time by the lessor.

**ATTORNEY
FEES AND
COURT COSTS**

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay the prevailing party's reasonable attorney fees incurred throughout such proceeding, including at trial, on appeal, and for post-judgment collection. The lessee agrees to pay and discharge all lessor's costs and expenses, including lessor's reasonable attorney's fees that shall arise from enforcing any provision or covenants of this lease even though no suit or action is instituted.

Should the lessee be or become the debtor in any bankruptcy proceeding, voluntarily, involuntarily or otherwise, either during the period this lease is in effect or while there exists any outstanding obligation of the lessee created by this lease in favor of the lessor, the lessee agrees to pay the lessor's reasonable attorney fees and costs which the lessor may incur as the result of lessor's participation in such bankruptcy proceedings. It is understood and agreed by both parties that applicable federal bankruptcy law or rules of procedure may affect, alter, reduce or nullify the attorney fee and cost awards mentioned in the preceding sentence.

WAIVER

Any waiver by the lessor of any breach of any covenant herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

NOTICES

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing, contained in a sealed envelope, and sent first class mail, with postage fully prepaid, and if intended for the lessor herein, then if addressed to the lessor at 64546 Island Rd. Deer Island, Or 97054

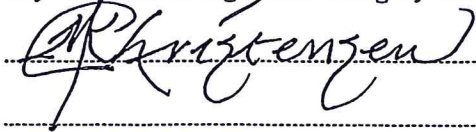
..... and if intended for the lessee, then if addressed to the lessee at Any such notice shall be deemed conclusively to have been delivered to the addressee forty-eight hours after the deposit thereof in the U.S. Mail.

**HEIRS AND
ASSIGNS**

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, successors, personal representatives and so far as this lease is assignable by the terms hereof, to the assigns of such parties.

In construing this lease, it is understood that the lessor or the lessee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first hereinabove written, any corporation signature being by authority of its Board of Directors.



PAID 6-26-15
\$ 2000

Pharmingen

COLUMBIA BLVD



RECEIVED

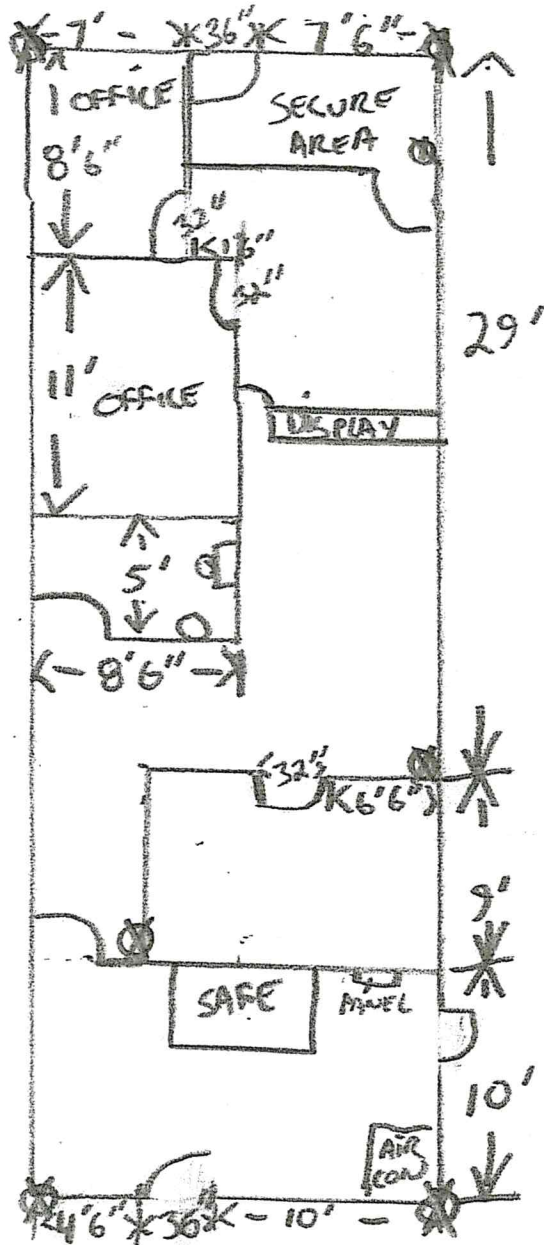
FEB - 9 2016

CITY OF ST. HELENS

AT 2-9-16

PUBLIC
HEARING

PROPOSED FLOOR PLAN
FROM CUP. 4.15



PARKING
N/O ST

PARKING

X = SECURITY CAMERA

1/8" = 1'

CITY OF ST. HELENS PLANNING DEPARTMENT
STAFF REPORT
Conditional Use Permit CUP.1.16
(major modification of CUP.4.15)

DATE: February 2, 2016
TO: Planning Commission
FROM: Jacob A. Graichen, AICP, City Planner

APPLICANT: Gary Reynolds & Oscar Nelson (dba G.O. Enterprises, LLC)
OWNER: Marion K. Christensen Trust

ZONING: Houlton Business District, HBD
LOCATION: 1807 & 1809 Columbia Boulevard; 4N1W-4CA-100
PROPOSAL: Establish a medical marijuana dispensary/marijuana retailer in existing building

The 120-day rule (ORS 227.178) for final action for this land use decision is May 19, 2016.

SITE INFORMATION / BACKGROUND

This Conditional Use Permit (CUP) request is a major modification of CUP.4.16, which was approved by the Commission in August 2015. CUP.4.16 was for a specific suite at 1809 Columbia Boulevard. The applicant proposes to expand the area for the proposed use to include suite 1807 Columbia Boulevard.

Pursuant to SHMC 17.100.050(2)(c), an increase in floor area by a nonresidential use by more than 10% is a major modification of a CUP. Per 17.100.050(3) a major modification requires a new CUP. Thus, CUP.1.16.

The site is fully developed with a single attached building with multiple suites. One of suites is the proposed location of the medical marijuana dispensary.



Columbia Boulevard (front) view of the subject property/building. 1807 and 1809 are the subject suites of CUP.1.16. 1805 is occupied by the St. Helens Chronicle newspaper.



Back (N. 18th Street or Church Street) view of the subject property. The only access to the subject suites from this side appears to be the back door lacking stairs to the far left.

PUBLIC HEARING & NOTICE

Hearing dates are as follows: February 9, 2016 before the Planning Commission.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property(ies) on January 21, 2016 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 January 27, 2016.

AGENCY REFERRALS & COMMENTS

As of the date of this staff report, no agency referrals/comments have been received that are pertinent to the analysis of this proposal.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.100.040(1) - CUP Approval standards and conditions

(1) The planning commission shall approve, approve with conditions, or deny an application for a conditional use or to enlarge or alter a conditional use based on findings of fact with respect to each of the following criteria:

(a) The site size and dimensions provide adequate area for the needs of the proposed use;

(b) The characteristics of the site are suitable for the proposed use considering size, shape, location, topography, and natural features;

(c) All required public facilities have adequate capacity to serve the proposal;

(d) The applicable requirements of the zoning district are met except as modified by this chapter;

(e) The supplementary requirements set forth in Chapter 17.88 SHMC, Signs; and Chapter 17.96 SHMC, Site Development Review, if applicable, are met; and

(f) The use will comply with the applicable policies of the comprehensive plan.

(a) This criterion requires that the site size and dimensions provide adequate area for the needs of the proposed use.

Finding(s): There is no evidence to the contrary. This site operates as a multiple suite/business property.

(b) This criterion requires that the characteristics of the site be suitable for the proposed use.

Finding(s): See analysis of SHMC 17.100.150(3)(p) below, specifically pertaining to marijuana retailers and/or medical marijuana dispensaries.

Due to a lack of stairs, platform, landing and such from the back door of the suite (several feet above grade), a secure trash (a requirement for the use—see below) may necessitate access improvements on the back side of the building. There is no trash enclosure, which is typically

required for new development. Any improved secure trash area for this proposal would also need to be screened as required by Chapter 17.72 SHMC.

Other than that, there is no evidence to the contrary.

(c) This criterion requires that public facilities have adequate capacity to serve the proposal.

Finding(s): There is no evidence that public facilities are inadequate for this proposal.

(d) This criterion requires that the requirements of the zoning district be met except as modified by the Conditional Use Permit (CUP) chapter.

Finding(s): The property is zoned Houlton Business District. “Marijuana retailer and/or medical marijuana dispensary” is listed as a conditionally permitted use in this zoning district.

See analysis of SHMC 17.100.150(3)(p) below, specifically pertaining to marijuana retailers and/or medical marijuana dispensaries.

(e) This criterion requires analysis of the sign chapter and site design review chapter.

Finding(s): With regards to signs, any new sign or modified sign shall require a sign permit per Chapter 17.88 SHMC

With regards to site development review standards, as the site is developed and there are no substantial proposed improvements to the site to accommodate the proposed use (e.g., new development), many aspects don’t apply. The noteworthy aspects are as follows:

With regards to off-street parking, note that the HBD zone includes an off-street parking provision as follows:

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

The subject property is approximately 5,720 square feet in size. The multiple suite building on the property has a footprint of approximately 50’ x 60’ or 3,000 square feet. 3,000 is 52% of 5,720, thus, off-street parking requirements are generally exempt.

The site is also void of landscaping. Because this is a Conditional Use Permit, the Commission can require landscaping related conditions, if such is determined to be warranted. See **SHMC 17.100.040(3)** below. This is potentially feasible since almost half of the site is just a gravel area behind the building.

(f) This criterion requires compliance with the applicable policies of the Comprehensive Plan.

Finding(s): The proposal does not appear to be contrary to any Comprehensive Plan policy.

SHMC 17.100.150(3)(p) – Additional requirements for conditional use types

(p) Marijuana retailer and/or medical marijuana dispensary.

(i) No marijuana retailer and/or medical marijuana dispensary shall be permitted to locate within 1,000 feet of any public or private: child care facility; preschool; elementary school; or junior, middle, or high school that lawfully exists at the time the Conditional Use Permit application is deemed complete.

(A) Distance shall be measured in a straight line, without regard to intervening structures, objects or roads, from the closest point of the structure or portion of structure containing the proposed marijuana retailer and/or medical marijuana dispensary, to the closest property line of the property upon which the other uses specified in subsection (3)(p)(i) of this section is listed.

(ii) No marijuana retailer and/or medical marijuana dispensary shall be permitted to locate within 2,000 feet of any other marijuana retailer and/or medical marijuana dispensary that lawfully exists at the time the Conditional Use Permit application is deemed complete.

(A) Distance shall be measured in a straight line, without regard to intervening structures, objects or roads, from the closest point of the structure or portion of structure containing the proposed marijuana retailer and/or medical marijuana dispensary, to the closest point of the structure or portion of structure containing the existing marijuana retailer and/or medical marijuana dispensary.

(B) If multiple Conditional Use Permit applications are submitted for locations within the distance specified in subsection (3)(p)(ii) of this section but are not yet legally established, the valid Conditional Use Permit submitted first shall take precedence for the purpose of this subsection.

(iii) No marijuana retailer and/or medical marijuana dispensary shall be allowed as a temporary use and shall be located in a permanent building.

(iv) Any marijuana retailer and/or medical marijuana dispensary shall have refuse containers or refuse collection areas that are secure from entry outside the facility.

(v) Any marijuana retailer and/or medical marijuana dispensary shall comply with all applicable state and local laws.

(i) This criterion requires a separation of 1,000 feet from child day care and schools from pre to high.

Finding(s): Using the prescribed method of measurement, the closest known day care or school as listed per SHMC 17.100.150(3)(p)(i), is the St. Helens Middle School at 354 N. 15th Street, a distance of approximately 1,500 feet.

(ii) This criterion requires a separation of 2,000 feet from other marijuana retailers and/or medical marijuana dispensaries.

Finding(s): There are no other known retailers or dispensaries currently operating within the St. Helens city boundary or St. Helens' urban growth area.

Using the prescribed method of measurement, there is an approved and still valid CUP for the same use at 365 S. Columbia River Highway, a distance of approximately 2,400 square feet. There is also an approved and still valid CUP application for 31 Cowlitz, much further away.

This is a major modification of CUP.4.15 and thus is not considered an additional medical marijuana dispensary/marijuana retailer at the subject property, which would not be allowed.

(iii) This criterion requires the use be located in a permanent building and not a temporary use.

Finding(s): The subject suite is part of a permanent building and a temporary use is not being sought.

(iv) This criterion requires refuse containers or refuse collection areas that are secure from entry outside the facility.

Finding(s): Based on the Commissions CUP4.15 decision, this shall be a condition of approval.

In this case, due to a lack of stairs, platform, landing and such from the back door of the suite (several feet above grade), the secure trash requirements may necessitate access improvements on the back side of the building. There is no trash enclosure, which is typically required for new development. Any improved secure trash area for this proposal would also need to be screened as required by Chapter 17.72 SHMC.



For CUP.4.15, the Commission discussed a screened trash area as required by Chapter 17.72 SHMC and found that the absence of such for the subject property (and its multiple suites) is a concern and that such should be required as a condition of approval for the site. This shall be a condition of approval.

(v) This criterion requires compliance with applicable state and local laws.

Finding(s): This shall be a condition of approval in addition to overall compliance with the Development Code.

The City's business license law warrants discussion for informational purposes (the Commission has no authority over business licenses). The City addresses business licenses in Chapter 5.04 SHMC. This chapter requires a business license for most businesses conducting business within city limits. Note that SHMC 5.04.100(1) reads:

In addition to any other requirements of this chapter, a licensee shall:

- (1) Abide by all federal, state, and local laws, zoning regulations, and provisions of this chapter, with the exception of the Controlled Substances Act as it applies to marijuana legal under the laws of the state of Oregon.

In addition, Chapter 5.30 SHMC, requires that all marijuana related businesses operating in the city shall possess a valid marijuana related business license.

The CUP and Business License are separate issues and obtaining one does not guarantee approval of the other.

SHMC 17.100.040(3) - CUP Approval standards and conditions

(3) The planning commission may impose conditions on its approval of a conditional use, which it finds are necessary to ensure the use is compatible with other use in the vicinity. These conditions may include, but are not limited to, the following:

- (a) Limiting the hours, days, place, and manner of operation;
- (b) Requiring design features which minimize environmental impacts such as noise, vibration, air pollution, glare, odor, and dust;
- (c) Requiring additional setback areas, lot area, or lot depth or width;
- (d) Limiting the building height, size or lot coverage, or location on the site;
- (e) Designating the size, number, location, and design of vehicle access points;
- (f) Requiring street right-of-way to be dedicated and the street to be improved;
- (g) Requiring landscaping, screening, drainage and surfacing of parking and loading areas;
- (h) Limiting the number, size, location, height, and lighting of signs;
- (i) Limiting or setting standards for the location and intensity of outdoor lighting;
- (j) Requiring berming, screening or landscaping and the establishment of standards for their installation and maintenance;
- (k) Requiring and designating the size, height, location, and materials for fences; and
- (l) Requiring the protection and preservation of existing trees, soils, vegetation, watercourses, habitat areas, and drainage areas.

Discussion: These are items the Commission may consider for this proposal.

Findings: For CUP.4.15 the Commission determined that the absence of a sight-obscuring trash enclosure as required by Chapter 17.72 SHMC is a concern and should be required for the subject property (all suites and uses thereon). Per SHMC 17.72.110(4):

Screening of Refuse Containers Required. Except for one- and two-unit dwellings, any refuse container or refuse collection area which would be visible from a public street, parking lot, residential or commercial area, or any public facility such as a school or park shall be screened or enclosed from view by placement of a solid wood fence, masonry wall or evergreen hedge.

The back area of the subject suite and building is at the corner of S. 18th Street and Church Street and visible from these public streets/rights-of-way.

CONCLUSION & RECOMMENDATION

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

1. This **Conditional Use Permit** approval is valid for a limited time pursuant to SHMC 17.100.030.

<<Planning Commission question – this means that the CUP doesn't live forever. To explain, a CUP is good for 1.5 years. If it is not "used" it expires in that time. A one-year time extension is possible, with a, application for and approval of such. Since this is a modification of a previous CUP (from last August), should the clock start from when that decision took effect or should the clock start anew for this CUP?>>>

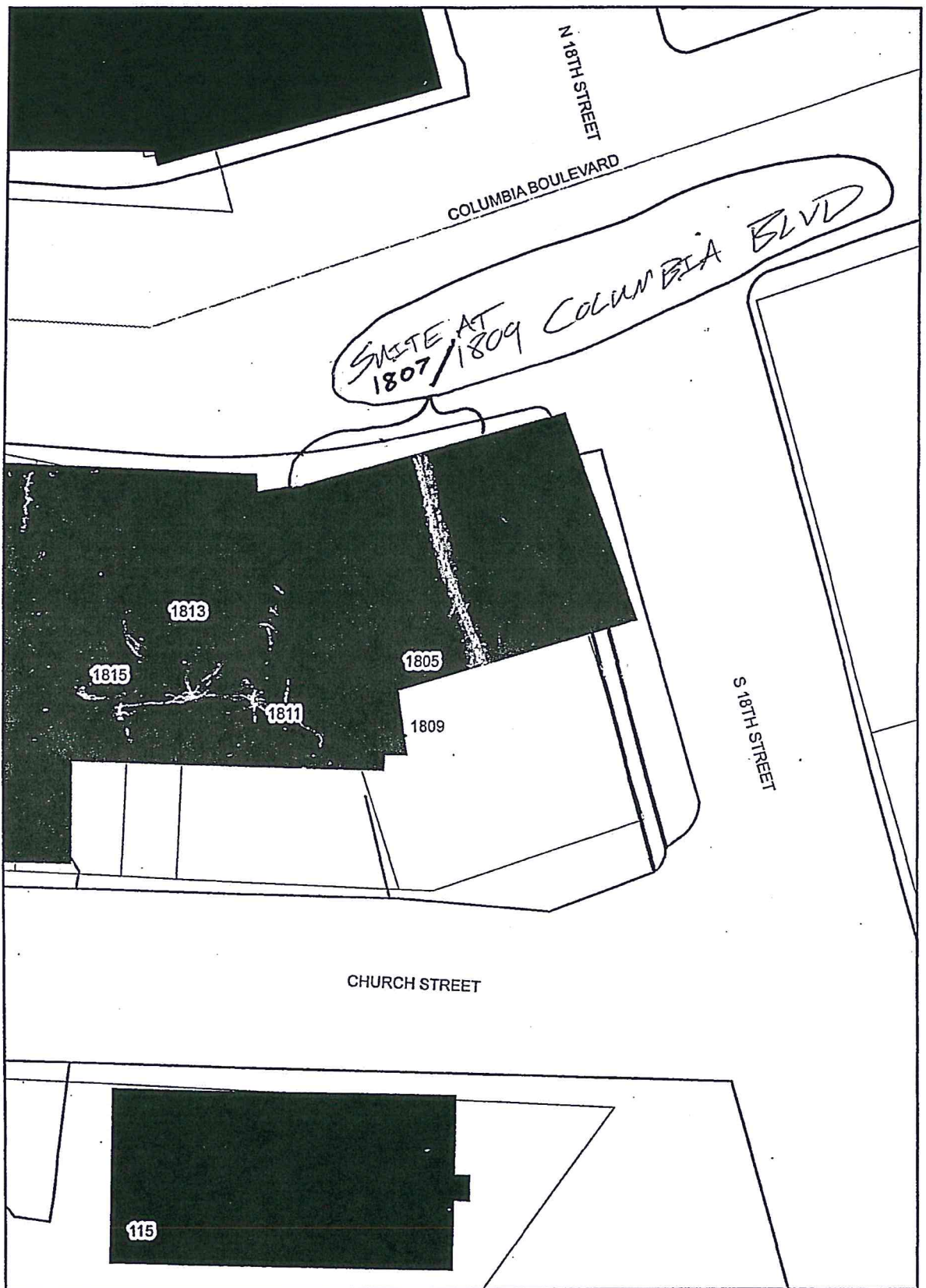
2. The following shall be required prior to Certificate of Occupancy, final inspection (if no Certificate of Occupancy is required) by the City Building Official, or commencement of the proposal:
 - a. Proof that the facility is licensed by the appropriate State agencies shall be submitted to the City.
 - b. Any marijuana retailer and/or medical marijuana dispensary shall have refuse containers or refuse collection areas that are secure from entry outside the facility. Applicant shall submit plans for approval to the City for review and approval demonstrating how this will be addressed.

In this case, due to a lack of stairs, platform, landing and such from the back door of the suite (several feet above grade), the secure trash requirements may necessitate access improvements on the back side of the building. Any improved secure trash area for this proposal would also need to be screened as required by Chapter 17.72 SHMC since the subject property lacks any trash/refuse collection enclosures.

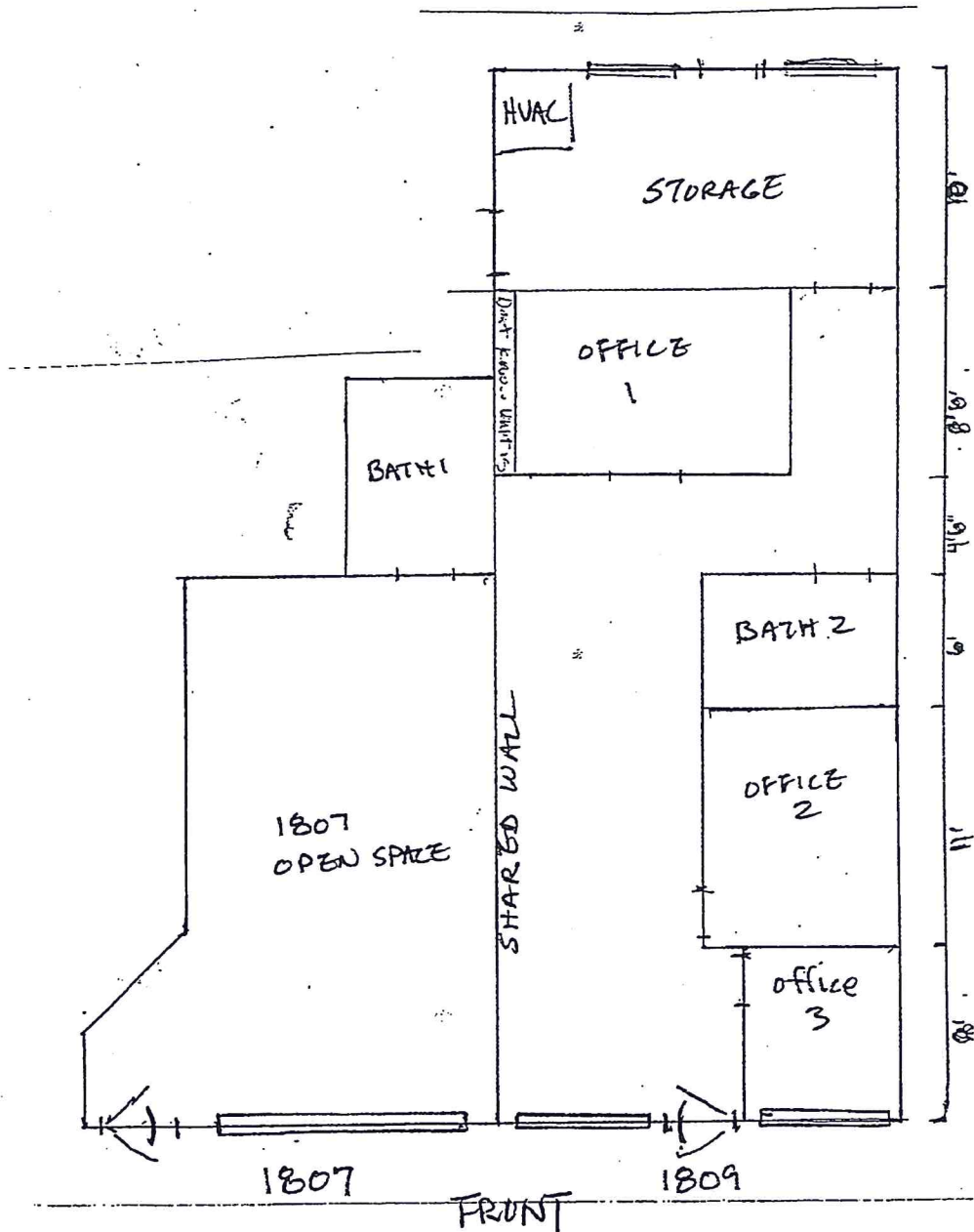
3. The proposal shall comply with the applicable state and local laws. This includes but is not limited to the City's business license laws.
4. Owner/applicant is still responsible to comply with the City Development Code (SHMC Title 17). In addition, this approval does not exempt the requirements of or act as a substitute for review of other City departments (e.g., Building and Engineering) or other agencies.

Attachment(s): Site Plan

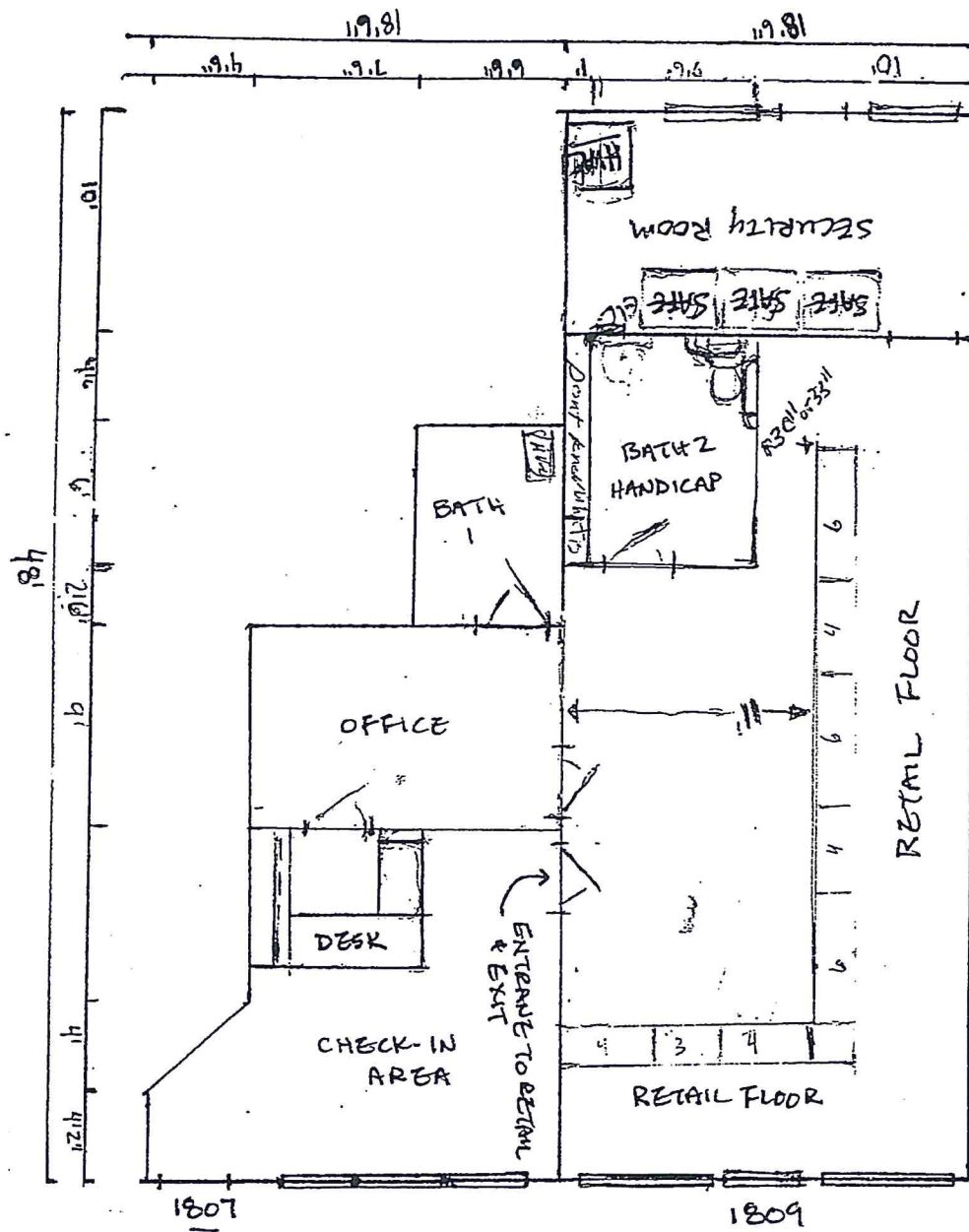
Floor plans (existing and proposed)



EXISTING



PROPOSED



FRONT

**CITY OF ST. HELENS PLANNING DEPARTMENT
STAFF REPORT
Variance V.1.16**

DATE: February 29, 2016
TO: Planning Commission
FROM: Jennifer Dimsho, Assistant Planner
Jacob A. Graichen, AICP, City Planner

APPLICANT: Ronald Schwirse
OWNER: Same as applicant
ZONING: Moderate Residential, R7
LOCATION: 115 S. Vernonia
PROPOSAL: Reduction of 20' rear building setback (yard) to 1 foot. In this case, the rear yard is along the subject property's west side.

The 120-day rule (ORS 227.178) for final action for this land use decision is May 26, 2016.

SITE INFORMATION / BACKGROUND

The existing detached single-family dwelling is located on the corner of two collector streets, Columbia Blvd. and S. Vernonia Road. The applicant requests a variance to allow a reduced rear yard to allow for the relocation of an attached carport. The previously existing carport, which encroached the minimum *side* setback, was demolished because it was too dilapidated to repair. It could not be re-built in the same location because when it was demolished, it lost its ability to maintain non-conformance with minimum setback requirements per Chapter 17.104 SHMC, Nonconforming Situations. The proposed location of the new carport is intended to help prevent backing movements onto both Columbia Blvd. and S. Vernonia Rd.

PUBLIC HEARING & NOTICE

Hearing dates are as follows: March 8, 2016 before the Planning Commission.

Notice of this proposal was sent to surrounding property owners within 100 feet of the subject property(ies) on February 18, 2016 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 February 24, 2016.

AGENCY REFERRALS & COMMENTS

As of the date of this staff report, the only referral/comment of significance is from Columbia River Fire and Rescue. See attached letter dated February 22, 2016.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.108.050 (1) – Criteria for granting a Variance

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

Discussion: Some laws regarding the applicable yard (setback) requirements and backward vehicle maneuvering are listed below.

Per SHMC 17.32.060

The minimum rear yard for detached single family dwellings and any building additions (including carports or garages) in the R7 zone is 20 feet.

Per SHMC 17.108.050 (4)

The setback requirements in the applicable zone may be reduced up to 20 percent (a reduction of 20 percent of the required setback) and/or the lot coverage standards increased up to five percent (maximum specified lot coverage plus five percent) without a variance, provided the following standards are satisfied:

(a) The reduction of the setback area or increase in lot coverage established by the applicable zoning district shall be necessary to allow for the enlargement or remodeling of an existing building or accessory structure;

...

(f) When the proposed building or addition is within the rear yard, the setback adjacent to the rear property line shall be landscaped with site-obscuring plantings in accordance with the standards set forth in SHMC 17.72.080 Buffering and screening requirements; and

....

Per SHMC 17.64.050 (5)

No building or portion thereof, regardless of size, shall be placed closer than three feet to a property line.

Per SHMC 17.84.060 (3)

In no case shall the design of the service drive or drives require or facilitate the backward movement or other maneuvering of a vehicle within a street, other than an alley or a local street.

Findings:

- (a)** See applicant's narrative. Because of the shape and lot size of the property adjacent to the proposal, the proposed carport will be adjacent to the neighbor's garage. **The Commission needs to determine if this criterion is met.**



Photo taken from existing driveway, facing the rear (west) property line

- (b)** See applicant's narrative. The original siting of the house on the lot makes the siting for a new carport difficult, particularly because it is a corner lot along two collector streets, which limits vehicular backing movements. The existing carport that was demolished also encroached minimum side yard setbacks. **The Commission needs to determine if this criterion is met.**
- (c)** A use variance is not proposed; such is prohibited. Detached single-family dwellings are a permitted use in the R7 zone. **This criterion is met.**
- (d)** See applicant's narrative. This variance would impact adjoining properties air, light and space, which is the typical purpose for required yards (setbacks). Also, buildings and structures very near property lines can result in nuisance drainage for neighboring properties. The proposed carport will be located adjacent to the neighbor's garage. **The Commission needs to determine if this criterion is met.**

(e) See applicant's narrative. For building additions, required setbacks can be reduced by 20% without a variance if the applicable criteria are met. This would bring the minimum setback required to 16 feet. The proposed carport is sized at 24 by 20 feet with a one foot rear setback. The Commission could recommend a smaller, single-car carport to further minimize the encroachment into the rear setback. The Commission could also recommend the setback adjacent to the rear property be landscaped with site-obscuring plantings, similar to SHMC 17.108.050 (4) listed above. **The Commission needs to determine if this criterion is met.**

This variance shall apply to the proposed plan as shown or one with less yard encroachment only.

CONCLUSION & RECOMMENDATION

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

1. This variance approval shall be valid for a one year (SHMC 17.108.040).
2. This variance shall apply to the proposed plan as submitted or one with equal or less minimum required yard encroachment only.

Attachment(s): *Aerial map*

Applicant's narrative (2 letters)

Site plan (proposed)

CRFR Letter



North

1/24/2016

City of St. Helens Planning Commission 265 Strand Street St. Helens
Oregon 97051

RE: Request for Variance at 115 South Vernonia Road St. Helens OR

To all the members of planning commission I am requesting a variance per city code 17.108.050. The request for variance is as follows:

- Code now calls for a 20 foot setback for any structure from the back of the property line.
- We have submitted prints for a proposed new carport.
- We are requesting a variance of which would allow the proposed carport structure to be within One Foot of the back of the property line.

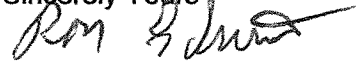
I am asking that the Planning Commission grant a variance based on the following criterion as written in 17.108.050

01. The Commission shall approve, approve with conditions, or deny an application for a variance based on the following criteria are satisfied
 - a. The proposed carport will be located adjacent to the neighbors garage. Does not detract and is not significantly detrimental in its consequences to any other properties.
 - b. Due to the size and configuration of the lot size and the siting of the house on the lot there is only one option available to build the new carport.
 - c. Building the carport will increase the valuation of the property both in market value and assessed value.
 - d. Due to the lot size and the siting of the existing house we only have one option and that is to site the carport behind the house. We can not site the carport on the Side of the the house adjacent to Columbia Blvd. Due to the City Code of not building a garage/carport of where a vehicle has to back out of the structure on too Columbia Blvd.
 - e. The minimum variance is requested is the carport which is sized 24 feet by 20 feet, the reason for this is the radius required to turn into the structure, as well as backing out and facing ~~Columbia Blvd.~~ upon exiting.

S. Vernonia Rd (JD)

Thank you for your consideration in this matter. If you have any questions please feel free to contact me.

Sincerely Yours



Ron Schwirsky Phone 503-

410-0578 email:

swersy@gmail.com

1/14/16

RE: 115 South Vernonia Rd.
St. Helens Or 97051

Mr. Graichen

I am writing to request a variance for a carport relocation and request approval for addition of a second level deck.

First i would like to add a 6'x8' second level deck at the back of the house due to interior structure of the house there isn't adequet room to move even moderate sized furniture to the upper bedrooms without costly structural changes to the house.

Second, The prexisting carport was too delapitated to be repaired and had to be torn down and due to the position of the house on the lot it cannot be rebuilt. Also due to the positon on the lot there arn't any other options other than to put it behind the house which puts it close to the back of the lot. I don't feel it infringes on the neighbor because it is the garage side of his home and there is only a storage additon next to it. My reasoning for the size of the carport is to fit two moderate sized cars with a wide enough turn radius to get into the structure as well as to back out and face ~~columbia blvd~~ upon exit. Thank you for your consideration.

S. Vernonia Rd. (JD)

Ron Schwirse
Ph: 503-410-0578
E-mail: swersy@gmail.com

COLUMBIA BLVD

88'

Reference Point for
Dimensions For Variances

32'-6"

23'-6"

SOUTH

81.68

VERNONIA RD

30'-6"

32'-6"

EXISTING
FENCE

13'

PAVED DRIVE

24 X 20
Free standing
Car port
proposed

1' ~~1'~~

78'

NORTH



Columbia River Fire & Rescue

Fire Chief's Office

270 Columbia Blvd * St Helens, Oregon * 97051

Phone (503)-397-2990x101 * www.crfr.com * FAX (503)-397-3198

February 22, 2016

Jenny Dimsho, Planning
City of St. Helens
265 Strand Street
St. Helens, OR 97051

RE: **Ronald Schwirse**
Variance / V.1.16
4N1W-5DA-4000
115 S. Vernonia

Dear Jenny:

I have reviewed this variance request that will allow a one-foot setback from a property line and have no objections or proposed additional requirements in this particular case. Given that this is a small, open structure, firefighter access to the back of the carport should not be problematic. If you need more input from the Fire District please call me.

Regards,

Jay M. Tappan

Jay M. Tappan
Chief/Acting Fire Marshal

cc: file

CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



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

Date: 2.22.2016

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

PLANNING ADMINISTRATION

Spent time with Oregon DSL staff to understand the wetland and wetland mitigation history for the Millard Road property. This may be something discussed with Council at a future work session.

Had a preliminary Q&A meeting with people who are looking at re-booting the Red Leaf Subdivision. The land use approval for this subdivision lapsed during the Great Recession. This property is just South of Columbia Commons.

Also has a preliminary Q&A discussion with people who are considering a new manufactured home park, on the only property zoned for such in the city that is vacant. This property is just East of the Crestwood Manufactured Home Park on the North side of town.

Researched and documented Crestwood Manufactured Home Park space development history. Development of spaces that have never been used since the park's beginnings in the 1990's is being proposed. Since they have not been developed to date, there are implications for Planning and other Departments such as applicable rules and system development charges.

Attended Columbia County's Transportation Systems Plan (TSP) update meeting intended to ensure no conflict with the City's TSP. Takeaways from that meeting where: 1) it appears the County's consultant, DKS Associates, didn't include city TSP projects that involve County Roads and 2) where are the written agreements for road standards, development and transfer of jurisdiction for county roads? Updates to such agreements (if they exist), could be an aspect of the County's TSP update efforts. **See attached.**

DEVELOPMENT CODE ENFORCEMENT

Responded to a complaint about potential wetland impact at the Habitat for Humanity housing project on Sykes Road. Upon inspection, it didn't appear to be an issue.

Investigated a newly installed fence on the corner of McBride and Matzen Streets. We've received a couple of verbal complaints about intersection visibility issues there over the last several months. Doing some rough measurements, it appears to have been installed with the intent of our intersection vision clearance rules in mind. If it were scrutinized against all details of the Development Code, it may have some shortcomings, but it doesn't look too far off for vision clearance purposes.

PLANNING COMMISSION (& *acting* HISTORIC LANDMARKS COMMISSION)

February 9, 2016 meeting (outcome): The public hearing for the major modification Conditional Use Permit for 1809/1807 Columbia Boulevard was continued to the March 2016 meeting. The Commission also determined this year's Chair and Vice Chair.

March 8, 2016 meeting (upcoming): The continued public hearing from the February 9, 2016 will take place. There will also be a public hearing for a Variance request for 115 S. Vernonia Road.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Routine data updates. Also, with help from City Engineering, added a 2' elevation contour to internal use GIS. This was requested by the City Engineer in November 2013. "2013" is not a misprint.

MAIN STREET PROGRAM

Based on timesheets through 1/25/2016, Anya Moucha has completed **773** hours or **45.47%** of her RARE AmeriCorps term of service. The service is based on completing a certain number of work hours within an 11 month period.

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

Jacob Graichen

From: Welter, Lonny <lonny.welter@co.columbia.or.us>
Sent: Wednesday, February 17, 2016 2:01 PM
To: Hinkelman, Gregory; Debra Dudley; Sue Nelson; Chris Negelspach; jmitchell@vernonia-or.gov; Irivers@columbia-city.org; John Bosket; JOHNSTON Bill; Jacob Graichen; rdipasquale@cityofclatskanie.com
Cc: Hill, David
Subject: County TSP

February 17, 2016, the County Road Department held a meeting with the Cities, in Healy Hall at the Road Department Office, 1054, Oregon Street, St. Helens. The meeting was held mainly to identify any issues the Cities may have with our collective transportation system that needs to be incorporated into the County TSP.

Attendance Included:

Jacob Graichen - City of St. Helens, Planner
Lonny Welter - Columbia County, Transportation Planner
Julie Wheeler - Columbia County Road Department - Recorder

The focus of the meeting was Tech Memo #12, of the developing County TSP. This memo identifies future projects which includes City, County and State Roads, Transit and Rail projects, all mostly related to the road system.

One of the comments from an earlier email from ODOT is that some of the project cost estimates may be a little low and should be adjusted.

Other Discussion:

- Lonny and Jacob had a good discussion of why the City's aspirational transportation projects on County roads were not listed in Tech Memo #12. The answer is, the County TSP is to address those areas outside the urban areas (City Limits and City UGBs). Any aspirational transportation projects within the Urban areas should be listed in the City TSPs. Therefore Tech Memo #12 only lists aspirational transportation projects within the County rural areas.
- When do the City standards apply to development improvements relating to County Roads within the City limits and the City Urban Growth Boundary? The County has jurisdiction on the County Roads within these areas, and agreements have been made with the Cities. Even though these documents won't be addressed within the County TSP it would be good to locate the documents. Other Cities should also review their documents and check with the County to insure visibility.
- Even though agreements may have been made, are there any changes that may be needed or desired? This item may be a longer process than just the TSP, but this is a good time to be open to the potential need.
- For a County Road within the City Limits, when/how does it get transferred from the County to the City. This goes back to the bullet on documents and agreements.

That concludes the points that were discussed. If any of the Cities receiving this email can think of anything to add for discussion please contact me.

Sincerely,

Lonny Welter

Transportation Planner

Columbia County Road Department

Jacob Graichen

From: Jennifer Dimsho
Sent: Friday, February 19, 2016 2:14 PM
To: Jacob Graichen
Subject: February Planning Department Report

Here are my additions to the February Planning Department Report.

GRANTS

1. Prepared materials for the OPRD Local Government Grant – Covered picnic shelter in McCormick Park – Presented project to Parks Commission, received letter of support, discussed cost estimates with Public Works and shelter companies
2. Researched USDA Rural Business Development Grant (RBDG) Due May 1– Researched grant priorities, Brainstormed potential eligible projects
3. TGM Pre-application Due March 11 – Researched program guidelines and requirements, discussions with staff
4. Columbia Community Mental Health (CCMH)– Mobile Crisis Services Grant Application due Feb 11 – Reviewed and finalized narrative and all required attachments for timely submission. Worked a total of 27.5 hours to support CCMH with this grant application preparation.
5. OPRD's Oregon Heritage Commission Museum Grant Program – Met with Museum Curator to fill in gaps in narrative for a Historic Walking Tours brochure and digital google maps update project
6. Travel Oregon's Tourism Matching Grants Program – Researched and discussed possible projects among staff

EPA AWP

7. Attended Advisory Committee Meeting #1 Feb 10 (3-5:30pm) and updated project website materials
8. Scheduled Advisory Committee Meeting #2 and discussed potential April Open House dates

IPP

9. Met with Port of St. Helens to discuss slight change in scope and timeline

MISC

10. Attended 1st meeting for the Columbia County Taskforce for the 2016 Year of Wellness on Feb 19
11. Met production company at artist workshop to film interview for video for the Gateway Project P.2's Kickstarter – Presented to Kiwanis to discuss project on Feb 11. Continued work on rewards and website. Attended and/or sent update to the ACC for their Feb 23 meeting.

Jennifer Dimsho

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