



COUNCIL WORK SESSION

Wednesday, June 07, 2023 at 2:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Jessica Chilton
Councilor Patrick Birkle
Councilor Mark Gundersen
Councilor Brandon Sundeen

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

AGENDA

CALL WORK SESSION TO ORDER

VISITOR COMMENTS - *Limited to three (3) minutes per speaker*

DISCUSSION TOPICS - *The Council will take a break around 4:00PM*

1. 2:10PM - Review Request from Hudson Garbage to Increase Garbage/Recycling Rates - *City Administrator John Walsh*
2. 2:20PM - Discussion for the Selection of the Construction Manager/General Contractor (CM/GC) Services for the New Public Safety Building - *City Administrator John Walsh, Police Chief Brian Greenway, Public Safety Facility Project Manager David Lintz (Otak)*
3. 2:35PM - Review of Final Proposed Ordinance for HB3115 - *City Planner Jacob Graichen*
4. 3:05PM - Annual Report from Planning Commission - *City Planner Jacob Graichen*
5. 3:20PM - Annual Report from Parks and Trails Commission - *Chair Dana Lathrope*
6. 3:35PM - Discussion regarding Rates - *Finance Director Gloria Butsch*
7. 3:50PM - Review Leak Adjustment Request from St. Frederic Catholic Church - *City Administrator John Walsh*
8. 4:00PM - Review Draft Proposed Code of Conduct for City Boards, Committees, and Commissions - *City Administrator John Walsh and City Attorney Bill Monahan*
9. 4:20PM - Report from City Administrator John Walsh

ADJOURN

EXECUTIVE SESSION

Following the conclusion of the Council Work Session, an Executive Session is scheduled to take place to discuss:

- *Real Property Transactions, under ORS 192.660(2)(e); and*
- *Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h).*

Representatives of the news media, staff and other persons as approved, shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers.

FOR YOUR INFORMATION

Upcoming Dates to Remember:

- June 6, 4:00PM, Waterfront Business & Resident Information Session, Wild Currant Catering (201 S. 1st)
- June 7, 2:00PM, Council Work Session, Council Chambers/Zoom
- June 7, 6:45PM, Council Public Hearing, Council Chambers/Zoom
- June 7, 7:00PM, Council Regular Session, Council Chambers/Zoom
- June 12, 4:00PM, Parks and Trails Commission, Council Chambers/Zoom
- June 12, 7:15PM, Library Board, Zoom
- June 13, 7:00PM, Planning Commission, Council Chambers/Zoom
- June 14, 4:00PM, Joint City Council & Planning Commission, Council Chambers/Zoom

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

- June 7, 6:45PM, FY23/24 State Revenue Sharing & Budget

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/84857982200?pwd=bFFaZEx0QlJmNXBGK2xuSDZDM2dqZz09>

Meeting ID: 848 5798 2200

Passcode: 641931

Dial: 669-900-9128

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at 503-397-6272.

Be a part of the vision and get involved...volunteer for a City Board or Commission! For more information or for an application, go to www.sthelensoregon.gov or call 503-366-8217.



May 24, 2023

John Walsh – City Manager
City of St. Helens
265 Strand Street
St. Helens, Oregon 97051

RE: Request for Solid Waste and Recycling Rate Adjustment

Dear Mr. Walsh,

Like most businesses and individuals, Hudson Garbage has experienced dramatic upward cost pressures over the past several years. We have continually evaluated and raised our employee wages to remain competitive with the Portland and Longview markets, especially for drivers and mechanics. Diesel fuel has increased 67% year over year, and the Columbia County disposal tip fee is scheduled to increase by 5.1% on July 1st, 2023. Supply chain challenges continue to have an impact on our business, causing increases in the costs of parts and materials and delaying our ability to source new trucks and equipment.

These are just a few examples of some of our larger cost impacts, among other increases due to current economic challenges. Given these pressures, we are requesting an increase of 6.5% on all service rates, effective July 1, 2023. Columbia County uses 100% of the 12-month change in the CPI-U for All Urban Consumers to calculate its adjustment. CPI-U is a reasonable and objective measure of our cost increases that is commonly used in industry for evaluating our cost of doing business. At year-end 2022, the index was 8.2%. Given the challenging pricing and economic environment we are in, we are not requesting the full CPI for 2022. We are optimistic that inflation rates will continue to decrease, and the labor market will improve.

We look forward to meeting with the Council to answer any questions. We also want to thank you and the City of St. Helens for the continued relationship we have. We are proud to be your community partner!

Regards,

Josh Brown

Josh Brown
District Manager
Hudson Garbage

HUDSON GARBAGE SERVICE
RATES EFFECTIVE July 1, 2023
CITY OF ST. HELENS

Item #1.

ST. HELENS CITY

RESIDENTIAL SERVICES

	RATE FREQUENCY	CURRENT RATE	NEW RATE
WEEKLY			
(1) 35 Gallon Cart Weekly	PER MONTH	\$ 31.11	\$ 33.13
Each Additional 35 Gallon Cart Weekly	PER MONTH	\$ 18.38	\$ 19.57
(1) 65 Gallon Cart Weekly	PER MONTH	\$ 47.86	\$ 50.97
Each Additional 65 Gallon Cart Weekly	PER MONTH	\$ 42.12	\$ 44.85
(1) 95 Gallon Cart Weekly	PER MONTH	\$ 64.58	\$ 68.78
Each Additional 95 Gallon Cart Weekly	PER MONTH	\$ 56.83	\$ 60.52
EOW			
(1) 35 Gallon Cart Every Other Week	PER MONTH	\$ 22.46	\$ 23.92
Each Additional 35 Gallon Cart Every Other Week	PER MONTH	\$ 13.68	\$ 14.57
(1) 65 Gallon Cart Every Other Week	PER MONTH	\$ 34.51	\$ 36.75
Each Additional 65 Gallon Cart Every Other Week	PER MONTH	\$ 30.37	\$ 32.34
(1) 95 Gallon Cart Every Other Week	PER MONTH	\$ 46.29	\$ 49.30
Each Additional 95 Gallon Cart Every Other Week	PER MONTH	\$ 40.73	\$ 43.38
MONTHLY			
(1) 35 Gallon Cart OAM	PER MONTH	\$ 6.80	\$ 7.24
(1) 35 Gallon Cart OAM - With Recycle	PER MONTH	\$ 12.42	\$ 13.23
ON-CALL			
(1) 35 Gallon Cart On Call	PER PICKUP	\$ 6.23	\$ 6.63
Each Additional 35 Gallon On Call After First	PER PICKUP	\$ 5.48	\$ 5.84
RECYCLE - GREENWASTE			
(1) 65 Gallon Recycle Weekly - Only Recycle or On Call Garbage	PER MONTH	\$ 9.98	\$ 10.63
(1) 65 Gallon Recycle Weekly - Additional or OAM Garbage	PER MONTH	\$ 8.78	\$ 9.35
(1) 95 Gallon Greenwaste EOW	PER MONTH	\$ 9.98	\$ 10.63
(1) 95 Gallon Greenwaste EOW - With Garbage Service	PER MONTH	\$ 4.62	\$ 4.92

HUDSON GARBAGE SERVICE
RATES EFFECTIVE July 1, 2023
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	RATE FREQUENCY	CURRENT RATE	NEW RATE
OTHER RESIDENTIAL			
Res Extra Can/Car, Bag or Box (32-35 Gallons)	PER PICKUP	\$ 4.78	\$ 5.09
Res Every Other Week Off Week	PER PICKUP	\$ 6.17	\$ 6.57
Res Extra Bag (12 Gallon Kitchen Bag)	PER PICKUP	\$ 3.42	\$ 3.64
Res Overfill/Overweight Cart or Can	PER PICKUP	\$ 2.80	\$ 2.98
Res Oversize Can	PER PICKUP	\$ 2.80	\$ 2.98
Res Special Trip Off Day	PER PICKUP	\$ 20.00	\$ 20.00
Res Walk In Fee	PER MONTH	\$ 4.50	\$ 4.79
Res Drive In Fee	PER MONTH	\$ 4.50	\$ 4.79
Drive-In Additional 100Ft Increments	PER MONTH	\$ 2.51	\$ 2.67
Res Restart Fee - Includes Cart Re-delivery	ONE TIME	\$ 25.00	\$ 25.00
Returned Check Fee	ONE TIME	\$ 20.00	\$ 20.00
Res Time Fee (Labor for Clean Up - Per Min)	PER MIN	\$ 1.25	\$ 1.34

COMMERCIAL

Temp 2 Yard Container (First 7 Days)	PER PICKUP	\$ 77.68	\$ 82.73
Comm Daily Rental Fee (After 7 Days)	PER DAY	\$ 2.51	\$ 2.67
Comm Container Overfill/Overweight	PER YARD	\$ 18.71	\$ 19.93
Comm Container Extra Yardage Fee	PER YARD	\$ 18.71	\$ 19.93
Comm Time Fee (Labor for Clean Up - Per Min)	PER MIN	\$ 1.25	\$ 1.33
Return Trip Charge - Business	PER PICKUP	\$ 20.00	\$ 20.00
Walk-In - Business	PER PICKUP	\$ 4.88	\$ 5.20

BULKY

TIRE under 16" no/rim	PER PICKUP	\$ 6.46	\$ 6.88
TIRE under 16" w/rim	PER PICKUP	\$ 15.07	\$ 16.05
HOT WATER HEATER	PER PICKUP	\$ 33.81	\$ 36.01
SM MATTRESS	PER PICKUP	\$ 11.19	\$ 11.92
M/LG MATTRESS	PER PICKUP	\$ 16.69	\$ 17.77
SM FURNITURE	PER PICKUP	\$ 15.98	\$ 17.02
M/LG FURNITURE	PER PICKUP	\$ 33.35	\$ 35.52
SM APPLIANCE*	PER PICKUP	\$ 16.46	\$ 17.53
M/LG APPLIANCE*	PER PICKUP	\$ 33.81	\$ 36.01

*(No refrigerators, freezers, Freon or compressors)

WEEKLY

(1) 35 Gallon Cart Weekly Business	PER MONTH	\$ 21.30	\$ 22.68
Each Additional 35 Gallon Cart Weekly Business	PER MONTH	\$ 20.62	\$ 21.96
(1) 65 Gallon Cart Weekly	PER MONTH	\$ 47.86	\$ 50.97
Each Additional 65 Gallon Cart Weekly	PER MONTH	\$ 42.12	\$ 44.85
(1) 95 Gallon Cart Weekly	PER MONTH	\$ 64.58	\$ 68.78
Each Additional 95 Gallon Cart Weekly	PER MONTH	\$ 56.83	\$ 60.52

HUDSON GARBAGE SERVICE
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ST. HELENS CITY

	RATE FREQUENCY	CURRENT RATE	NEW RATE
<u>EOW</u>			
(1) 35 Gallon Cart Every Other Week Business	PER MONTH	\$ 12.75	\$ 13.58
Each Additional 35 Gallon Cart Every Other Week Business	PER MONTH	\$ 12.62	\$ 13.44
(1) 65 Gallon Cart Every Other Week	PER MONTH	\$ 23.74	\$ 25.28
Each Additional 65 Gallon Cart Every Other Week	PER MONTH	\$ 20.89	\$ 22.25
(1) 95 Gallon Cart Every Other Week	PER MONTH	\$ 46.29	\$ 49.30
Each Additional 95 Gallon Cart Every Other Week	PER MONTH	\$ 40.73	\$ 43.38
<u>OTHER COMMERCIAL</u>			
(1) 35 Gallon On Call Business	PER MONTH	\$ 6.23	\$ 6.63
(1) 35 Gallon 1x Monthly Business	PER PICKUP	\$ 6.80	\$ 7.24
Comm Overfill/Overweight Can/Cart Business	PER PICKUP	\$ 2.80	\$ 2.98
(1) 65 Gallon Recycle Weekly - Only Recycle or On Call Garbage	PER MONTH	\$ 9.98	\$ 10.63
(1) 65 Gallon Recycle Weekly - Additional or OAM Garbage	PER MONTH	\$ 5.63	\$ 6.00
(1) 95 Gallon Recycle Weekly - Only Recycle or On Call Garbage	PER MONTH	\$ 9.98	\$ 10.63
(1) 95 Gallon Recycle Weekly - Additional or OAM Garbage	PER MONTH	\$ 5.63	\$ 6.00
(1) 95 Gallon Yard Waste EOW	PER MONTH	\$ 4.62	\$ 4.92
<u>CONTAINER SERVICE</u>			
1 Yard Container On Call - Additional Pick Up	PER PICKUP	\$ 32.27	\$ 34.37
1 Yard Every Other Week Service	PER MONTH	\$ 66.56	\$ 70.89
1 Yard Container Weekly Service	PER MONTH	\$ 107.52	\$ 114.51
*Each additional	PER MONTH	\$ 99.24	\$ 105.69
1 Yard Container 2 x Weekly Service	PER MONTH	\$ 199.94	\$ 212.94
*Each additional	PER MONTH	\$ 184.11	\$ 196.08
1 Yard Container 3 x Weekly Service	PER MONTH	\$ 296.40	\$ 315.67
*Each additional	PER MONTH	\$ 259.52	\$ 276.39
1 Yard Container 4 x Weekly Service	PER MONTH	\$ 381.87	\$ 406.69
*Each additional	PER MONTH	\$ 327.90	\$ 349.21
1 Yard Container 5 x Weekly Service	PER MONTH	\$ 479.24	\$ 510.39
*Each additional	PER MONTH	\$ 414.23	\$ 441.15
1.5 Yard Container On Call - Additional Pick Up	PER PICKUP	\$ 42.40	\$ 45.16
1.5 Yard Every Other Week Service	PER MONTH	\$ 95.10	\$ 101.28
1.5 Yard Container Weekly Service	PER MONTH	\$ 151.86	\$ 161.73
*Each additional	PER MONTH	\$ 140.90	\$ 150.06
1.5 Yard Container 2 x Weekly Service	PER MONTH	\$ 289.07	\$ 307.86
*Each additional	PER MONTH	\$ 269.57	\$ 287.09
1.5 Yard Container 3 x Weekly Service	PER MONTH	\$ 426.26	\$ 453.97
*Each additional	PER MONTH	\$ 394.09	\$ 419.71
1.5 Yard Container 4 x Weekly Service	PER MONTH	\$ 542.10	\$ 577.34
*Each additional	PER MONTH	\$ 500.63	\$ 533.17
1.5 Yard Container 5 x Weekly Service	PER MONTH	\$ 686.05	\$ 730.64
*Each additional	PER MONTH	\$ 621.44	\$ 661.83

HUDSON GARBAGE SERVICE
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	RATE FREQUENCY	CURRENT RATE	NEW RATE
2 Yard Container On Call - Additional Pick Up	PER PICKUP	\$ 50.92	\$ 54.23
2 Yard Every Other Week Service	PER MONTH	\$ 104.66	\$ 111.46
2 Yard Container Weekly Service	PER MONTH	\$ 201.26	\$ 214.34
*Each additional	PER MONTH	\$ 186.60	\$ 198.73
2 Yard Container 2x Weekly Service	PER MONTH	\$ 380.52	\$ 405.25
*Each additional	PER MONTH	\$ 352.17	\$ 375.06
2 Yard Container 3x Weekly Service	PER MONTH	\$ 570.84	\$ 607.94
*Each additional	PER MONTH	\$ 498.55	\$ 530.96
2 Yard Container 4x Weekly Service	PER MONTH	\$ 724.22	\$ 771.29
*Each additional	PER MONTH	\$ 631.14	\$ 672.16
2 Yard Container 5x Weekly Service	PER MONTH	\$ 903.84	\$ 962.59
*Each additional	PER MONTH	\$ 776.44	\$ 826.91
3 Yard Container On Call - Additional Pick Up	PER PICKUP	\$ 65.13	\$ 69.36
3 Yard Container 1x Weekly Service	PER MONTH	\$ 263.63	\$ 280.77
3 Yard Container 2x Weekly Service	PER MONTH	\$ 492.49	\$ 524.50
3 Yard Container 3x Weekly Service	PER MONTH	\$ 721.38	\$ 768.27
3 Yard Container 4x Weekly Service	PER MONTH	\$ 950.25	\$ 1,012.02
3 Yard Container 5x Weekly Service	PER MONTH	\$ 1,179.02	\$ 1,255.66
4 Yard Every Other Week Service	PER MONTH	\$ 199.47	\$ 212.44
4 Yard Container 1x Weekly Service	PER MONTH	\$ 322.70	\$ 343.68
4 Yard Container 2x Weekly Service	PER MONTH	\$ 627.88	\$ 668.69
4 Yard Container 3x Weekly Service	PER MONTH	\$ 933.00	\$ 993.65
4 Yard Container 4x Weekly Service	PER MONTH	\$ 1,238.18	\$ 1,318.66
4 Yard Container 5x Weekly Service	PER MONTH	\$ 1,543.35	\$ 1,643.67
5 Yard Container 1x Weekly Service	PER MONTH	\$ 445.16	\$ 474.10
5 Yard Container 2x Weekly Service	PER MONTH	\$ 871.46	\$ 928.10
5 Yard Container 3x Weekly Service	PER MONTH	\$ 1,297.86	\$ 1,382.22



CITY OF ST. HELENS PLANNING DEPARTMENT

M E M O R A N D U M

TO: City Council
 FROM: Jacob A. Graichen, AICP, City Planner
 RE: HB3115, et. al. – Final ordinance for adoption
 DATE: May 30, 2023

Based on the general direction provided by the Council from the May 17, 2023 work session, staff and legal counsel have prepared a final ordinance for adoption—Ordinance No. 3296. The ordinance is part of the regular session packet.

With the first reading of the Ordinance on June 7th, the second reading can take place on June 21st. And as an emergency ordinance, it can take effect immediately instead of in 30 days from the date of adoption for non-emergency ordinances. This needs to be done by July 1st (per HB 3115) and June 21st is the last meeting for the Council before July.

The presentation slides and to discuss this at the work session are attached.

Some important notes:

- Relying on the camping ordinance alone, where the inability to criminalize homelessness (for legal reasons) hampers enforcement tools, is not recommended. Thus, the camping ordinance, by itself, does not necessarily need to address everything and shouldn't. Other chapters unrelated to camping and with potentially shaper enforcement teeth are a better place for such provisions, which already exist and can be amended in the future as needed.

For example, outdoor fires are already addressed in Chapters 8.12 and 8.36 of the St. Helens Municipal Code.

- Having a limited duration stay (for example 3 or 5 days in a 30-day period) and a requirement to leave the city is illegal and cannot be included in the ordinance. This would violate the 8th and 14th Amendment to the US Constitution per our legal counsel. It would create a circumstance where there is a point where there is nowhere in the city a person can lawfully sleep or rest on public property, which defies the laws at hand.
- Regarding moving every 24 hours, unless the city had the resources to house every homeless person, some version of making people move along every so often is germane. Note that the City of Bend received a letter earlier this year from the ACLU criticizing a planned enforcement sweep of a camping area. One of the criticisms was a 24-hour based move requirement, though it was one of several elements. Many cities include this type of provision. Nothing is beyond the ability to be challenged, but it at least complies with the law.

As an alternative, having people need to leave town or refrain from camping for periods of time is not legally feasible.

- Do you want to jump in the fire or watch it from a distance and learn from that, with the potential of avoiding getting burned in this new era of law?


Communities within the 9th Circuit Court of Appeals and especially Oregon are in a legal experiment. The homeless camping issue is anticipated to create a new body of case law. There is little case law

on this issue now. In contrast, there are decades of case law for search and seizure issues, and thus that matter much more evolved on what is considered appropriate.

The ordinance proposed is intended to watch the fire from a distance. Communities with more acute homelessness problems are anticipated to take the lead (and expense) in the evolution of case law. We hope to learn as things evolve without the burns.

Our laws can always be updated in the future based on local needs, state/federal requirements, and/or case law.

This version discussed

	PC Version	
		
• Which way do we go?		
○ Feb. 8, 2023 memo provided to Planning Commission and Council	0%	0%
○ Memo discussed with Council and PC prior to March 8 joint meeting	0%	0%
○ March 8 joint meeting – uh oh!!!	0%	5%
○ March (post joint meeting effort)		
	60%	50%
○ Based on PC's direction and Council feedback— need contingency plan!!!		
▪ Used to explain concept for all subsequent meetings (below)		
• At the April 11, 2023 Planning Commission meeting	60%	80%
• At the April 19, 2023 City Council Workshop	60%	90%
• At the May 17, 2023 City Council Workshop	60%	90%
○ Council confirms ordinance direction	60%	90%
○ Concept moves to final draft	60%	90%
• At the June 7, 2023 City Council meeting—NOW!	100%	

Findings and Purpose

- Same as Planning Commission recommendation except 400' changed to 100 yards.
- Why? Must be objectionably reasonable from perspective of homeless.
- 100 yards is a football field—a universal means of measurement
 - 400' more abstract and based on street vacation effected area per ORS 271.080
 - Street vacation / Camping = Applies / Oranges

Definitions – 12.22.020

- Camping (to Camp) >24 hours (established after this point)
 - “Established” matters. Not defined per ORS 195.505(3); requires 72-hour notice before removal. In most cases, add three days to the established time for total “stay time” possible.
- Must relocate at least once every 24 hours
- Relocation means moving from one City property to another
- Relocation does not mean moving to another portion of City property
- Excludes vehicles and boats – addressed under vehicle/vessel codes ←from PC recommendation

Time

- Unlawful to camp (>24 hours) on city property
 - Unless authorized by law or by declaration of the City Manager
 - City manager’s declaration exceeding 30 days needs City Council approval
 - No camping for any period of time within certain listed areas (next section)

No camping for any period of time

- All parks, except as allowed by Chapter 8.24 SHMC
 - Park camping is based on permits and fees. This is separate from “free camping” being proposed.
 - Dalton Lake not a park and mostly outside of city limits.
- Within 100 yards of any entrance to any residence or business
 - Though the Planning Commission ended up focusing on 400 feet, 100 yards has been the distance from the beginning (March) and actually based on an early draft from the Commission.
- Any public rights-of-way, except sidewalks when not blocked by all users including those with mobility devices. But not sidewalks in excluded areas.
- Within any publicly owned building not established or maintained for the purpose of sleeping, camping, etc.
- Within 50’ of any part of the shore of McNulty Creek and Milton Creek and any docks thereto.
- Within 75’ of the shore to the Columbia River, Multnomah Channel and Scappoose Bay and any docks thereto.
- All residential zoning districts and the Riverfront District including any sidewalks.
 - RD added as part of going from 60% to 100%
 - Discussion of other areas?
 - More services in commercial zones and CAT in the Houlton Business District
 - The more grace, the more lawsuit resistance

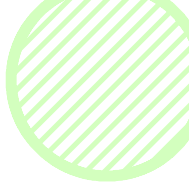
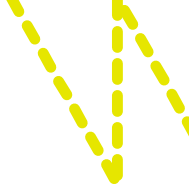
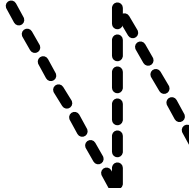
Manner provisions

- The approach to this can vary. For example, if the city had managed sites, it may want to have specific rules to help with hands-on management. But this is not the proposal.
- With the focus on where camping cannot occur, different scenario.
 - For optimum enforcement, other non-camping chapters should be used
 - Camping chapter can only get so mean because we cannot criminalize homelessness
 - For example, fire use is not addressed in this draft
 - See Chapters 8.12 and 8.36 SHMC
- Specifics
 - Cannot occupy more than a 12 x 12 foot area ←from PC recommendation
 - No obstruction of any passageway
 - Cannot remain in any location without being moved or relocated at least every 24-hours
 - No vegetation/ground disturbance ←revised from PC recommended
 - No fee or permit required
 - How this is separate from park camping per a different Chapter
 - Be orderly/no rubbish/clean/sanitary conditions ←from PC recommended
 - Still need to comply with other laws ←from PC recommended

Violation

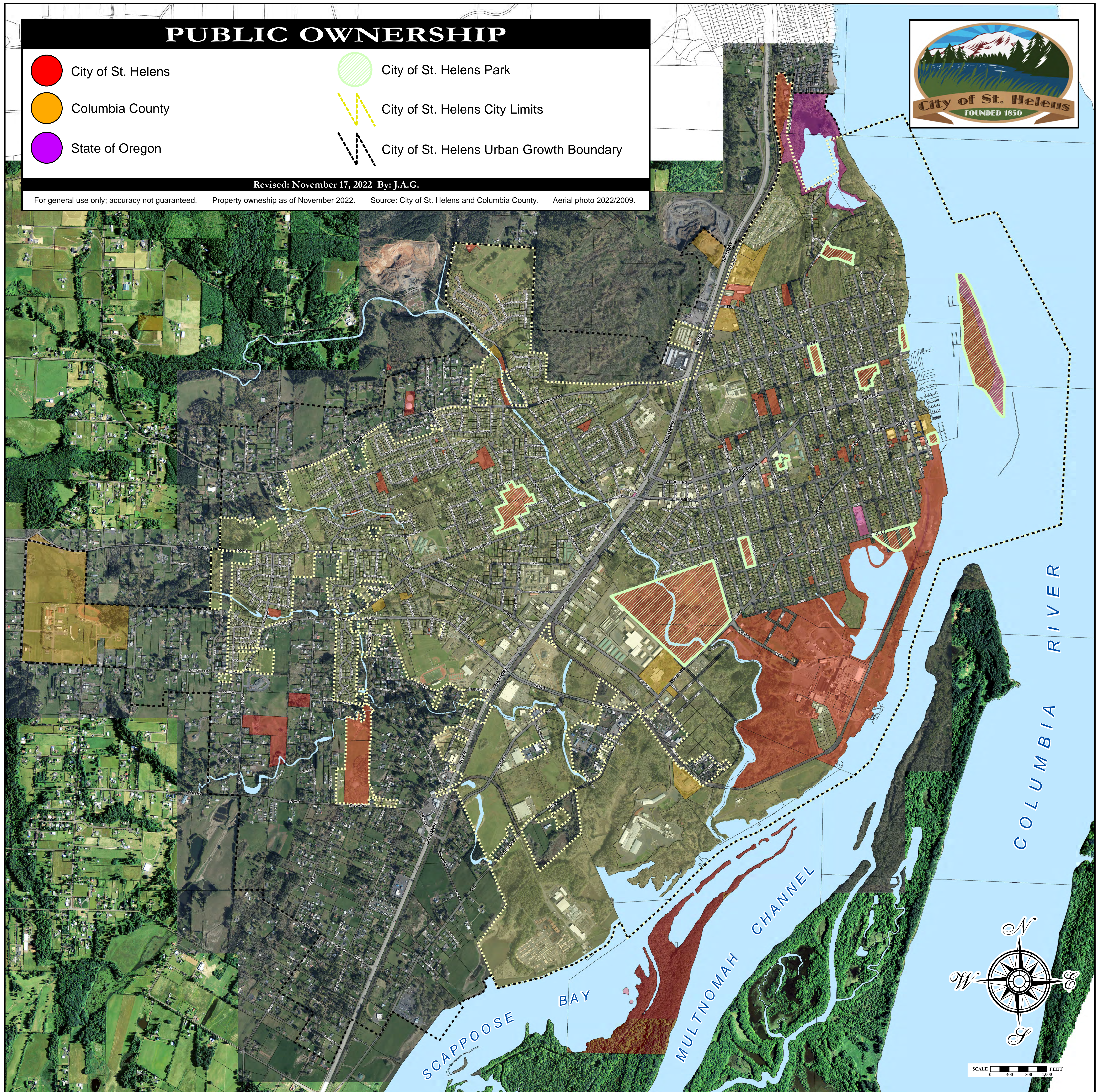
- Personnel to use best judgement; provide direction for services. ←from PC recommendation
- Fine not to exceed \$50.
- Amount imposed at discretion of the judge.
- Judge may reduce or eliminate the fine if the person cited demonstrates they have engaged with a local service provider within 14 days of receiving citation.
- Remember! We cannot criminalize camping.
 - Reason to use “non-camping” laws as teeth. Don’t just rely on the camping chapter.

PUBLIC OWNERSHIP

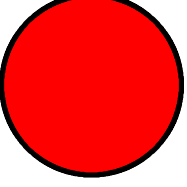
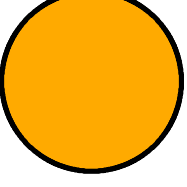
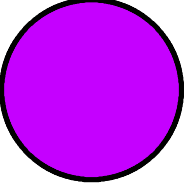
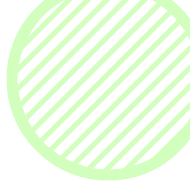
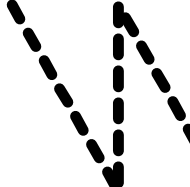
-  City of St. Helens
-  Columbia County
-  State of Oregon
-  City of St. Helens Park
-  City of St. Helens City Limits
-  City of St. Helens Urban Growth Boundary

Revised: November 17, 2022 By: J.A.G.

For general use only; accuracy not guaranteed. Property ownership as of November 2022. Source: City of St. Helens and Columbia County. Aerial photo 2022/2009.



PUBLIC OWNERSHIP

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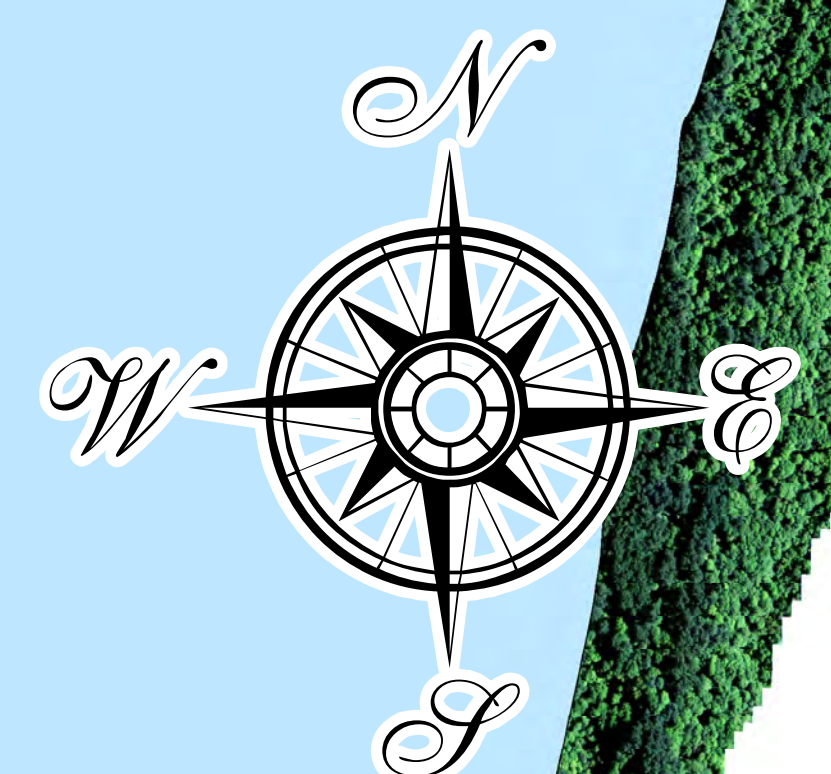
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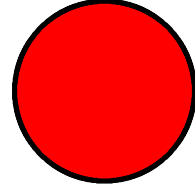
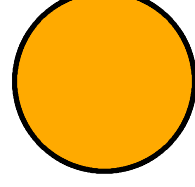
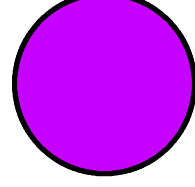
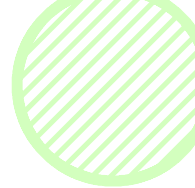
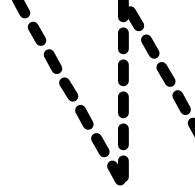
ORD Proposal Map May 30, 2023

All residential zones, the
Riverfront District zone,
and Parks.



SCALE 0 400 800 1,000 FEET

PUBLIC OWNERSHIP

-  City of St. Helens
-  Columbia County
-  State of Oregon
-  City of St. Helens Park
-  City of St. Helens City Limits
-  City of St. Helens Urban Growth Boundary

Revised: November 17, 2022 By: J.A.G.

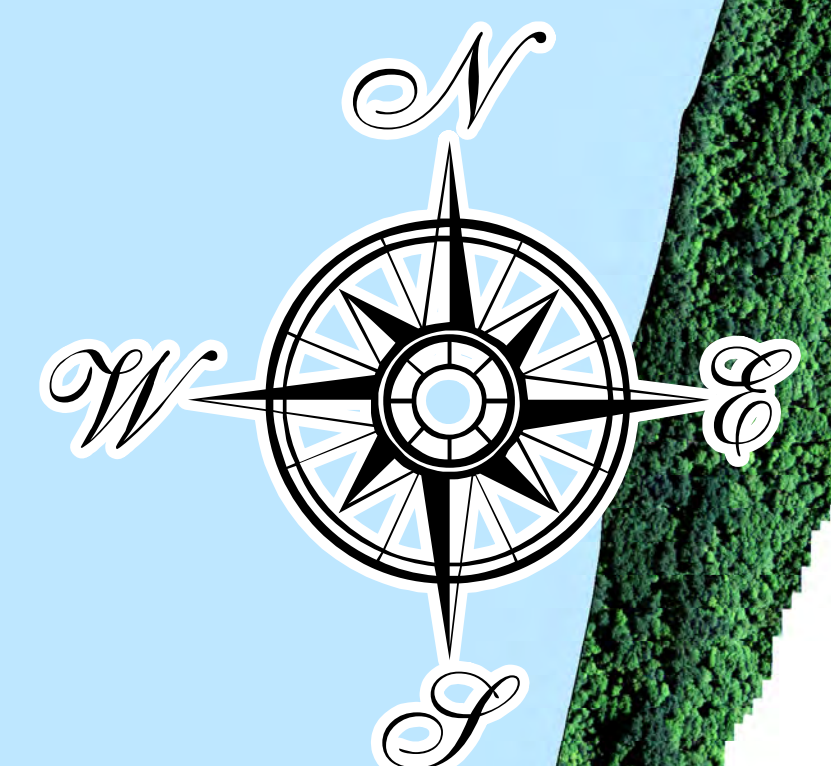
For general use only; accuracy not guaranteed. Property ownership as of November 2022. Source: City of St. Helens and Columbia County. Aerial photo 2022/2009.



Other Non-Industrial Zones May 30, 2023

All residential zones, the
Riverfront District zone,
and Parks blackened.

Other non-industrial zones
whitened.



SCALE 0 400 800 1,000 FEET



CITY OF ST. HELENS PLANNING DEPARTMENT

M E M O R A N D U M

TO: City Council
 FROM: Jacob A. Graichen, AICP, City Planner
 RE: Planning Commission Annual Report
 DATE: May 10, 2023

This report covers Planning Commission activities from [June 2022](#) through [May 2023](#). The Planning Commission discussed this report at their May 9, 2023, meeting.

- **Number of meetings: 15 ([last year 12](#))**

12 meetings are usual based on the last several years. In this last year, the Commission added 3 meetings: a Special Session in March 2023 for a “Planning Commission Retreat” and two Joint City Council Meetings (December 2022 and March 2023) which were outside of normal meeting dates. Because the joint meetings are quarterly now, what is usual will be different next year.

- **Number of Public Hearings (a continued hearing is counted separately): 19 ([last year 18](#))**

- **Planning Director Decisions: 56 ([last year 35](#), [*including last year’s acceptance agenda items](#))**

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

***NOTE:** At the December 14, 2022 meeting, it was decided to move the “Acceptance Agenda” items into the “Planning Director Decisions.” From January 2023 and beyond, the “Planning Director Decisions” item included **all** administrative decisions.

- **Discussion Items: 35 ([last year 15](#))**

Regular meeting items included (in the order they were reviewed): Recommendation for Street Vacation at N. 1st Street, N & S. River Street, and Columbia Blvd – Locke, Dillard, Williamson Trust, and Jones; Proactive Planning Commission Framework Discussion; Emails & Quorums; Chair Signature for Columbia Commons Subdivision Final Plat; ACSP Update; Conex Box 8-Plex Ground Lease; Order and Conduct of Public Hearings; Planning Commission Start Time; Oregon’s Measure 109 related to Psilocybin and Land Use Implications; PC Term Expirations; Council Reports Land Use Matters to PC; Discussion of a Joint PC/CC Meeting in 2022; Discussion of Comstock Decision; Semi-Annual Planning Department Report to Council; PC Interview Committee Recommendations; Recommendation for Street Vacation at N. 9th Street – Murphy & Bellar; 2023-2024 CLG Historic Preservation Grant Program; Chair/Vice Chair Selection; 2022 Year End Summary Report; Practical Councilor Liaison Attendance; Vision Sharing for a Future Meeting; Renaming of “Mill Street” in the Riverfront District; Discussion of the PC’s Vision & Future of St. Helens; HB 3115 Recommendations to Council; Semi-Annual Planning Department Report; PC Annual Report to Council.

Joint and special meeting items included (in the order they were reviewed): Meeting Basics, Hellos and Goodbyes, 2023 Quarterly Joint Meetings Scheduling, Planning Division To-Do List Overview, Waterfront Update, House Bill 3115 and the City's Role, Sanitary Sewer Capacity, Planning Commission as a Resource for the City Council, House Bill 3115, Commission's Vision and Future of St. Helens

- **Architectural Review: 6 (last year 0)**

Certain proposals within the Riverfront District require architectural review. We had a significant uptick in development in the Riverfront District which warranted architectural review.

- **Proactive Items:**

As part of the proactive resolve, in June 2022, the Planning Commission adopted the Planning Commission Proactive Procedures which dictate how "Proactive Items" are included on agendas. All PC agendas now include Proactive Items as a permanent agenda heading.

Proactive items sometimes include a non-quorum subcommittee, which can meet outside of normal meeting hours to discuss the item. The Proactive Items which were voted by a quorum to be taken on by the Commission during the last reporting period include:

1. **HB 3115** – This item was included for discussion on 8 separate agendas. Text amendments must be adopted by the City Council by July 2023 to comply with House Bill 3115.
2. **Architectural Standards** – This item was included on 3 separate agendas, although there has not been adequate time at meetings to discuss it for any length of time.

- **Future Projects/Plans:**

Finish HB3115 recommendation efforts, the commission's first adopted proactive item, in the short term. This has consumed much commission and staff time, hindering other efforts and goals.

Architectural standards, the latest adopted proactive item, will probably start getting traction in the next year as HB3115 becomes less time consuming.

Aiding in city-led projects as they may occur in the upcoming year such as the Economic Opportunity Analysis and Transportation Systems Plan efforts.

- **What can the Council do to support the Commission?**

The Commission discussed the following ways Council can continue to support the Commission for last year's (2022) report, which may still be relevant to you:

1. The Commission recommends an **Associate Planner** for the upcoming fiscal year.
2. The Commission desires to continue their involvement in city-led projects. And, generally, they desire more inclusion.

This is a similar message from last year – repeated again for emphasis and long term (>1 year) planning.



ST. HELENS PARKS AND TRAILS COMMISSION

2023 ANNUAL REPORT TO CITY COUNCIL

PRESENTED June 7, 2023



2023 COMMISSION MEMBERS AND PARK STAFF

Dana Lathrope, Chair

Lynne Pettit, Vice Chair

Jerry Belcher

Jacob Woodruff

Howard Blumenthal

Paul Barlow

Lauren Gonzales (recently resigned)

Scott Jacobson

Change in Park Staff:

Welcome Buck Tupper!

2023 PARK ASSIGNMENTS and presentation schedule

ST HELENS PARKS AND TRAILS COMMISSION PARKS ASSIGNED TO COMMISSIONERS 2023

Sand Island – Jake, Howard (*Presentation in August*)

6th Street Park – Jake (*Presentation in June*)

McCormick Park – Jake (*Presentation in September*)

(Japanese Garden: Lynne, Jerry, Dana)

BMX & Skate Park – Paul (*Presentation in September*)

Grey cliffs Park – Dana (*Presentation in July*)

Columbia Botanical Gardens – Jerry, Scott (*Presentation in November*)

Godfrey Park – Jerry (*Presentation in November*)

Columbia View Park – Scott, Lauren (*Presentation in October*)

Campbell Park – Dana (*Presentation in July*)

Walnut Tree Park – Lynne (*Presentation in March*)

Dalton Lake Nature Preserve – Lynne (*Presentation in March*)

Heinie Heumann Park – Scott (*Presentation in October*)

Nob Hill Nature Park – Howard (*Presentation in May*)

Civic Pride Park – Lauren (*Presentation in April*)



OFF LEASH DOG PARKS

Two off leash dog park areas were adopted bringing the total to 3, and are located at:

McCormick Park

Heinie Heumann Park

Grey Cliffs Waterfront Park



McCORMICK PARK

Multiple work parties in the past year have been focusing work to clear invasive and overgrown plants in the JAPANESE GARDENS located behind the Veterans Memorial.

Utilized for local community events including:

- Citizens Day at the Park
- NAMI walk
- Disc Golf Tournaments

Columbia View Park

Design for redevelopment has been finalized and is being put out for bids.

13 Nights on the River has begun for the year, with some changes in regards to current construction projects, changes in parking, etc.

Structural deterioration of gazebo noted, resulting in plans for demolition.



NOB HILL NATURE PARK

3 New benches installed along trail
Courtesy of the Lion's Club. One more
planned.

Park and trail utilized during the Fall
tourist season for "Whispers in the
Woods".

Multiple work parties completed during
the past year focused on trail
improvements, invasive plant
management, and preservation of local
Camas and other flowers.

Non-native Cherries were removed
along 5th street, and will be replaced
with native varieties.

CAMPBELL PARK

Campbell Park:

Large stones removed from parking areas.

Pickleball courts finalized and in use regularly.

Continued vandalism plagues restrooms and outbuildings.

Tree trimming and maintenance of ball field lighting underway.

Approval for future removal of Elephant Slide.



SAND ISLAND

Continued work and improvements to facilities and campground. Sites can be booked ONLINE! Check out the user-friendly website: [Sand Island Campground | Home](#)

Courtesy shuttle launches from the Marina Boat Launch.

Hosts events including Sand Castle Competitions!



DALTON LAKE NATURE PRESERVE



Multiple work parties through the past year have focused on:

- Improvements made to walking trails along lake and river access, including new walking bridge.
- Improvements made to parking area located on Oregon street.

ST HELENS URBAN TRAIL – MOVING FORWARD

Temporary changes to the proposed trail to accommodate for waterfront and Columbia View Park construction. Trail would be rerouted up through the plaza and down 1st street.

Plans for the upcoming year:

- Marking the trail using painted cement markers
- Promoting the trail utilizing virtual map and website
- Installation of Kiosk marking trail start at Columbia View Park (with understanding of limitations due to current and future construction projects)



THANK YOU AND ACKNOWLEDGMENTS


Public Works staff and Director

Members of the public who come forward with suggestions and improvements for our parks.

City and Park staff who help keep us running and provide us with regular updates.

All the volunteers, including the Garden Club, Kiwanis, Watershed council, and Lions Club who support and weed our City parks, and other public spaces. We couldn't do it without you!

The Parks and Trails Commissioners who donate their time to enhance the livability of this City, and for all who visit here.

A scenic view of a lake with a rainbow in the sky, a picnic table, and a fence in the foreground. The rainbow is positioned in the center of the image, arching over the lake. The sky is filled with dark, dramatic clouds. The lake is calm, reflecting the sky and the rainbow. In the foreground, there is a green lawn with a wooden picnic table and a chain-link fence. A white railing is visible on the left side of the frame. The background shows a line of trees and some buildings on the far shore.

THANK YOU FOR YOUR
TIME!

ANY QUESTIONS?



CITY COUNCIL MEMO*TOPIC: UTILITY RATES**DATE: 6/7/2023*

BACKGROUND

In May 2022, the Council received presentation of a water, sewer, and storm utility rate study performed by Steve Donovan of Donovan Enterprises. The rate study considers the long-range needs of each system; these include the operating budget, growth forecasts, capital improvement plan, cash flow, and debt management.

All three utilities require major capital improvements and expansion to meet the needs of the community. The capital improvement plans are based on the master plans prepared for each utility.

Based on comparisons with 11 other area utilities, St. Helens rates are mid-range: Fairview, Forest Grove & Rainier being the lowest rates and Portland, Cornelius & Scappoose having the highest rates.

RECOMMENDATION

The rate study recommended increase every year for 5 years. This is the second year, and the proposed increase is per the rate study recommendation. The FY2024 budget as approved by the budget committee includes the proposed increase for each utility.

Staff recommends adoption of the proposed utility rates as outlined in the resolution.

City of St. Helens

RESOLUTION NO. 1966**A RESOLUTION TO ESTABLISH WATER, SEWER, STORM DRAINAGE
UTILITY RATES, AND CHARGES, AND ADMINISTRATIVE RULES**

WHEREAS, St. Helens Municipal Code Chapter 13, Section 02.040 states rates, fees, and other charges for utility services, including, but not limited to, delinquent fees, reinstatement fees, and any other account fees, shall be set or amended by Council in a public forum after considering a staff report to provide an overview and allowing for public comments and testimony. Council shall pass a rate resolution after the forum; and

WHEREAS, The St. Helens City Council conducted a work session concerning utility rates and charges on May 4, 2022. At that work session a staff report on utility rates and charges was presented and a quorum of the Council was present and accepted the facts and findings contained in that staff report; and

WHEREAS, On June ~~17~~, 202~~32~~, a public meeting was held by the City Council to consider changes to the current schedule of utilities rates and charges. At that meeting the Council afforded the public time to comment on the proposed utilities rates and charges, ~~and concluded with adoption of Resolution No. 1957~~; and

~~**WHEREAS**, upon July 2022 implementation of rates per Resolution No. 1957, staff discovered that the directed changes to the fixed rates applicable to multiple family for water and sewer failed to designate that the fixed charge was to be multiplied by the number of Equivalent Dwelling Units; and~~

~~**WHEREAS**, On September 21, 2022, a public meeting was held by the City Council to consider changes to the current schedule of utilities rates and charges. At that meeting the Council afforded the public time to comment on the proposed utilities rates and charges; and~~

WHEREAS, the City Council concludes it is appropriate to charge utilities rates, fees, and service charges to fund the operations, maintenance, and capital improvement of the City's municipal utilities systems; and

WHEREAS, the City Council has determined the proposed schedule of utilities rates, fees, and service charges hereinafter specified and established are just, reasonable, and necessary.

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

Section 1: Amendment and updating of utilities rates, fees, and service charges. In accordance with St. Helens Municipal Code Chapter 13, this Resolution reaffirms the methodology and provides the basis for utilities rates, fees, and service charges.

Resolution No. ~~1966~~
Water, Sewer, and Storm Drainage Utility Rates and Administrative Rules

Page 1 of 12

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Section 2: Scope of amendment and update of utilities rates, fees, and service charges. The utilities rates, fees, and service charges established by this Resolution are separate from, and in addition to, any other applicable taxes, fees, assessments, or charges, including but not limited to system development charges, which are required by the City of St. Helens or represent a condition of a land use or development approval.

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Section 3: Effective date. This Resolution shall become effective upon its adoption by the St. Helens City Council.

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Section 4: Review. This Resolution may be reviewed at the pleasure of the City Council, and the rates may be amended as appropriate.

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Section 5: Repeal of prior resolution. Resolution No. ~~1957-1966~~ (~~June 1-September 21, 2022~~) is hereby rescinded and replaced with new rates, fees, and service charges effective immediately.

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Section 6: Schedule of new rates. Itemized in the following ~~table-Exhibits~~ is the schedule of utilities rates, fees, and service charges effective for the first full billing cycle beginning on or after ~~October-July 15, 2023~~.

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APPROVED AND ADOPTED by the City Council this ~~21st day of September 2022~~^{7th} ~~day of June, 2023~~, by the following vote:

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Ayes: ~~Topaz, Chilton, Birkle, Morten~~

Nays: ~~None~~

~~Doug Morten, Council President~~ Rick

Scholl, Mayor
ATTEST:

Kathy Payne, City Recorder

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Exhibit 1

Commented [GB2]: Do we keep this exhibit? There are no proposed changes to this on, but we are rescinding the prior resolution that contained this exhibit.

Commented [KP3R2]: Yes, we still need to keep it since we are rescind the prior one.

Commented [DR4]: Should we note that there is no deposit required to start service?

City of St. Helens
Utility Billing Administrative Rules
 Approved by City Council as of ~~September 21, 2022~~ June 7, 2023
 Rates to be applied for the first full billing cycle beginning on or after ~~October 15, 2022~~ July 15, 2023

1. NEW ACCOUNTS AND DEPOSITS

To begin service a Utility Account Application must be filled out and turned into the Utility Billing office. The application is available at the office and online. There is no deposit required to start service. Water service will not be turned on until an application is reviewed and approved by the Utility Billing staff. A renter is required to receive a signature from the property owner/property manager approving the renter to begin service. With the owner's signature, the owner is acknowledging responsibility for any unpaid bill that is remaining on the account when service ends.

Water Service can be turned on/off by Public Works employees from Monday through Friday 9 AM – 4 PM for no charge. Outside of ~~the those~~ hours ~~listed before~~, water service can be turned on/off by request for a flat fee of \$100. The \$100 will be placed as a charge on the account.

When a customer is new, any old account at the service address must be paid in full before a new account is started and water service is turned on. In the case of renters, an old account bill responsibility will fall to the homeowner to be paid before a new renter's service will be turned on. It is the owner/renter's responsibility to notify the utility billing department when a renter is moving out so that a final bill can be processed.

2. UTILITY ASSISTANCE PROGRAM

The Utility Assistance Program, formally known as the Senior Citizen Discount, was permanently discontinued in December 2013. Customers who previously qualified and were receiving assistance prior to December 2013 will continue to receive a fixed discount of \$10 per month as long as they continue to meet the following criteria each year:

1. ~~1.~~ Account holder is age 65 or Older
2. ~~2.~~ Currently reside in the residence that receives the Utility Assistance Program
3. ~~3.~~ Residence is within City limits
4. ~~4.~~ Provides proof of residency at property (i.e., Electric bill, tax form, etc.)

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Failure to show proof of this criteria will result in a loss of the Utility Assistance Program without the option of reapplying. A review of the Utility Assistance Program and participants may be done periodically by City staff as directed by the Finance Director, City Administrator, or City Council.

3. MONTHLY BILLING

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Monthly billings are due on the 10th of every month. Payments can be made by cash, check, money order, credit/debit card, online, and by our automated phone payment system. Payments over the phone are not allowed to be taken by staff but can be forwarded to our automated phone payment system. Payments made online are posted to our accounting system daily.

4. BILLING ADJUSTMENTS

Misread Meters

If a meter is misread, the City will refund any/all late fees and re-read the meter and adjust bill accordingly for that period.

Leak Adjustments

- a) The water leak adjustment form is available on the City's website and at the Utility Billing counter. This form must be completed within 45 days of the billing date in question.
 - b) The water leak adjustment form must be accompanied by a 3rd party statement (plumbing service, etc.) that says a leak was present and repaired and/or receipts for leak repair materials if completed by the homeowner.
 - c) If the water leak adjustment is not approved by Utility Billing staff, Finance Director, or City Administrator, the customer will receive notification from the City with a specific reason why from the Finance Director. A customer can request an appeal process with City Council during a public meeting.
- If the water leak is approved, the City will use the customer's average seasonal usage for the previous 3 years as a base for consumption. If the customer does not have enough history to complete this, the City will use the previous one to three consecutive months of consumption to calculate the leak and volume adjustment amount. Once approved, the leak adjustment amount will be credited back to the customer's account and the customer will be notified by the City.
- e) The minimum credit issued will be \$15.00.

5. DELINQUENT ACCOUNTS

Late Fee Assessment

A \$25 late fee is assessed on the 21st of every month. Customers who carryover a balance of equal or less than \$25.00 will not be charged a late fee or shut off during the billing process.

Shut-Off Procedure

General Process for Shut-off account status:

- 1) Official due date of billing > 10th of every month (or next available business day)
- 2) Late Fee Assessed > 21st of every month (or next available business day)
- 3) Shut-Off Process > ~~Begins on the 20th of every month~~ Begins on the 1st of every month for the previous billing cycle

On the actual shut-off day, if an account is still in shut-off status, an additional \$75 ~~Reconnection~~ Disconnection? Fee is placed onto the account and the account must be paid in full by cash, debit, money order, cashier's check, or credit card. Payments via check at this time will not be accepted. Payments made online during shut-off may be required to wait until the next business day and posting of the payment is made by Utility Billing staff before service is restored.

Utility Workers are not allowed to accept any form of payment. Account "past due" amounts must be paid before the meter and water service is turned back on.

Commented [DR5]: Accounts do not enter "shut off status" until the 1st of the following month. (For bills due 5/10, the shut off process wouldn't begin until 6/1)

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Commented [DR6]: The fee schedule calls it a "Reconnection Fee" but technically we charge it at the time of disconnect. (unsure if that needs to be clarified)

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Once an account has their water service shut-off, all past due ~~amounts and fees and current billings~~ must be paid for service to be turned back on. Once water service has been shut off for one week or more, Utility Billing will notify the City Building Official to begin a notice to vacate the property.

Commented [DR7]: To turn service back on we require the past due amount, plus the \$75 fee to be paid in full. We do not require the current bill to be paid as it often times isn't due yet.

6. FINAL BILLING

The City requires that all homeowners and/or tenants give the City ~~at least a one-day notice prior to moving out~~ of the intent to vacate a property to prepare a final bill and ~~shut off~~ close the account. A forwarding address is required for the final bill to be mailed. Final billings, if not paid by the scheduled due date, will be sent to a collection agency for processing and a utility lien is placed on the property for outstanding payments.

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Commented [DR8]: Should we add that notice should be given no later than one business day prior to the move out date?

7. TEMPORARY SERVICES FOR NEW CONSTRUCTION

The City allows temporary service during construction of a new structure needing water, sewer, and storm drainage. The contractor will be required to complete an application just like a new customer. All of the Administration Rules contained herein remain in effect. A \$25.00 non-refundable deposit is required.

8. NSF PAYMENTS

Accounts will only be allowed two NSF (non-sufficient funds) before a note is placed on the account to no longer accept checks as payment. If the City receives an NSF notice for a utility payment, the payment is immediately reversed, and the account is charged a ~~\$25.00~~ processing fee. A notice will go out to the owner/renter and payment must be made within three business days of notification or water service will be shut off until full payment is received.

9. TAMPERING WITH METERS & BLOCKING METER ACCESS

It is illegal to tamper with City meters. This includes turning on/off your meter. City staff should be the only people addressing meters on site. If tampering is found to have happened on a meter, the homeowner is ultimately responsible and will be charged a minimum of ~~\$50.00~~ up to and possibly including the cost of the meter and labor time.

If a customer is currently on the City's shut-off list and it is found that the water meter was turned on illegally after City staff turned the service off for non-payment, the account will be charged a minimum of \$100 up to and possibly including the cost of the meter plus labor time if it needs to be replaced. The \$100 fee will be placed on the account and must be paid immediately before service will be properly restored.

If a customer's meter is currently on "lock" status by City staff and it is found that the meter and/or shut-off attachment has been tampered in any way to turn water service on illegally, the account will be charged a minimum of \$200 up to and including the cost of replacing the meter, labor time and potentially including a ticket from the Police Department for tampering which will include a separate fee amount and an appearance day in Municipal Court.

If an account is in shut-off status and the meter is blocked, a fee up to \$75 will be assessed including potential towing/moving costs if necessary, that will be the responsibility of the registered owner of the property moved.

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Exhibit 2

City of St. Helens
Water Utility Rates and Charges Amended ~~6/7/2023~~ June 7, 2023
Rates to be applied for the first full billing cycle beginning on or after ~~October~~ July 15, 2023

Billings for customers includes two components: Fixed rate and a volume charge for the amount consumed. The two components are added together to compute an invoice for each customer.

Fixed rates include the price the customer pays as a base charge to help cover fixed costs associated with maintaining existing infrastructure, repaying debt used to build that infrastructure, the costs associated with maintaining/reading meters, and the costs associated with billing. Fixed rates are charged for the connections to the water system and are applied based on combination of connection and Equivalent Dwelling Units (EDU) associated to the water connection. Volume rates are based on the customer class for each 100 cubic feet (CCF) of water. The following table lists rates for customers within the City of St. Helens, retail customers outside the City of St. Helens, and wholesale customers.

City of St. Helens rates and charges are effective for billing cycles starting on or after dates shown above. Rates and charges shall be applied to all accounts on a monthly or bi-monthly basis.

WATER UTILITY RATE COMPONENTS	INSIDE CITY LIMITS	OUTSIDE CITY LIMITS
Fixed Rate		
Residential	11.37 11.71	22.74 23.42
Multifamily	11.37 11.71 multiplied by number of Equivalent Dwelling Units (EDU)	22.74 23.42 multiplied by number of Equivalent Dwelling Units (EDU)
Commercial / industrial	11.37 11.71	22.74 23.42
Wholesale		22.74 23.42
Volume Rate		
Residential	5.65 5.8294	11.31 11.6589
Multifamily:		
Duplex	5.46 5.6273	10.92 11.2547
Apartments	5.35 5.5144	10.70 11.0289
Commercial / Industrial	4.58 5.7272	9.17 9.4543
Wholesale		3.42 3.5229

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Outside the City limits of the City of St. Helens

Except as indicated in the Enterprise Zone Ordinance No. 2500, all properties outside the city limits shall be charged rates identified above.

Application for new service connection outside the city limits for surplus eCity water shall be reviewed by the Public Works Director and the City Council for facilities planning. Such application shall not be approved by the City Council unless the necessary size of main is extended to serve anticipated growth in the relevant area of the City's Urban Growth Boundary.

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Resolution No. ~~1966~~

Water, Sewer, and Storm Drainage Utility Rates and Administrative Rules

Page 6 of 12

No Connection for new service outside the city limits for City water shall be installed unless a consent to annex is submitted to the Planning Department and an outside City water user agreement is signed and received by the City Administrator.

Hydrant Meter

Any customer who receives a permit for a hydrant meter shall pay a deposit of \$200 and shall pay Commercial/Industrial rates for such water usage. Such customer shall also pay a monthly rental fee for the meter of \$25 per month, or portion thereof. Meters must be returned every 12 months for assessment of condition, meter readings, and billings of usage.

Commented [DR9]: Are permits required beforehand?

Water Testing Charges

~~Upon request by a City water customer, the City will provide testing for total coliform and fecal coliform. The City will charge the customer \$45 for testing. This charge also applies to construction requests for the same test on new pipelines.~~

Commented [DR10]: Do we do this? I was under the impression any testing had to be done privately.

Commented [KP11R10]: I confirmed with Sheri that we do not do this.

Meter Testing

A customer may request the meter providing water service to their property be tested for accuracy. The test will require the following deposits to be collected before testing:

METER SIZE	DEPOSIT
One inch or less	\$100
> One inch and < One and a half inches	\$150
> One and a half inches	\$200

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If testing results show the meter was faulty, the deposits will be refunded; if not, then no refund will be given. Adjustments will be governed by the Utility Billing Administrative Rules.

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Exhibit 3

City of St. Helens
Sewer Utility Rates and Charges Amended ~~9/21/22~~ 7/23 June 7, 2023
Rates to be applied for the first full billing cycle beginning on or after ~~October~~ July 15, 2023

Billings for customers include two components: Fixed rate and a volume charge for the amount consumed. The two components are added together to compute an invoice for each customer. Fixed rates include the price the customer pays as a base charge to help cover fixed costs associated with maintaining existing infrastructure, repaying debt used to build that infrastructure, the costs associated with maintaining/reading meters, and the costs associated with billing. Fixed rates are charged for the connections to the sewer system and are applied based on combination of connection and Equivalent Dwelling Units associated to the sewer connection.

Volume rates are based on the customer class for each 100 cubic feet (CCF) of water. The following table lists rates for customers within the City of St. Helens, retail customers outside the City of St. Helens, and wholesale customers.

City of St. Helens rates and charges are effective for billing cycles starting on or after dates shown above. Rates and charges shall be applied to all accounts on a monthly or bi-monthly basis. Certain designated accounts that may be deemed "Large Volume" accounts are billed monthly.

SEWER UTILITY RATE COMPONENTS	INSIDE CITY LIMITS	OUTSIDE CITY LIMITS
Fixed Rate		
Residential (SFR)	17.35 18.73	21.69 23.41
Multifamily	17.35 18.73 multiplied by number of Equivalent Dwelling Units (EDU)	21.69 23.41 multiplied by number of Equivalent Dwelling Units (EDU)
Commercial	17.35 18.73	21.69 23.41
Wholesale	17.35 18.73	21.69 23.41
Volume Rate		
Residential (SFR)	6.66 67.3192	8.32 68.9877
Multifamily		
Two Residential Sewer	7.36 98	9.21 51
Duplex	5.31 955.7418	6.64 087.1680
Apartments	5.11 445.5205	6.40 166.9099
Commercial		
Low Strength	5.98 36.4551	7.47 237.6965
Medium Strength	7.56 348.1639	9.45 4410.2050
High Strength	10.52 5011.3606	13.14 4814.1884
Wholesale		2.02 762.1886

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Residential Sewer Accounts – Winter Averaging

Volume will be based on a 24-month winter averaging of water consumption. The winter average period will be defined as the 24-month period starting with the first full billing cycle starting on or after December-January 15th of each year.

Commented [DR12]: We've only been using February and March consumption which is from 1/15-3/15. Removing the period from 12/15-1/15 has given us a more accurate depiction of the customers average.

Accounts with an average usage of less than 4one CCF of water consumption are automatically assessed at the 5.50 CCF average.

Customers may request in writing to have the sewer based on actual usage if the property is vacant or consistently averages below 4one CCF per billing cycle over a 12-month period.

The assigned average for water consumption may be appealed to the Finance Director and could be modified pending a review of the account and findings thereof.

Table Utilized to Define Commercial Strengths

Strength Classification	BOD (mg/l)	TSS (mg/l)
Low	0-250	0-300
Medium	251-500	301-600
High	501-1,000	601-1,200
Special	1,001+	1,201+

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The responsible person for paying the sewer charge may appeal the strength classification made by the City. Such appeal shall be made in writing to the Finance Director. The person appealing must provide sufficient information as to the strength of the sewer discharge created by their use so that the Finance Director or designee may evaluate the evidence and determine the proper strength of the waste generated.

Outside City Limit Customers

Except as indicated in the Enterprise Zone Ordinance No. 2500, all properties outside the city limits shall be charged rates identified above or designated specifically by address in Exhibit 5 of this resolution.

Application for new service connection outside the city limits for City sewer shall be reviewed by the Public Works Director and the City Council for facilities planning. Such application shall not be approved by the City Council unless the necessary size of main is extended to serve anticipated growth in the relevant area of the City's Urban Growth Boundary.

No connection for new service outside the city limits for City sewer shall be installed unless a consent to annex is submitted to Planning Department and an outside City sewer user agreement are signed areand received by the Water-Utility Billing Department.

Dormant Sewer Lines

Testing of a dormant existing sewer line connected to an old building or to be reused for a new building will be at a cost of time and materials.

Surcharges – Special Strength

All surcharges shall be based on total metered water supply into the premises for flow and customers will provide to the City regular testing results of samples. A sewer flow meter and alternative sampling or re-sampling at customer expense may be approved by the Wastewater Treatment Plant

Resolution No. 4966

Page 9 of 12

Water, Sewer, and Storm Drainage Utility Rates and Administrative Rules

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~~Superintendent~~Water Quality Manager. The concentration of each pollutant in excess of the above limits shall be used to determine the monthly surcharge for the period throughout the time interval between sample periods.

The concentration shall be the average value of five consecutive daily tests taken over a period of five days, except when another period is specified by the ~~Wastewater Treatment Plant Superintendent~~Water Quality Manager. Samples shall be taken at an approved manhole or other location determined by the ~~Wastewater Treatment Plant Superintendent~~Water Quality Manager to be suitable so that samples will be representative.

Surcharges – Special Strength charges are as follows:

BOD (mg/l)	TSS (mg/l)	Rate per ccf of Usage
1,001-2,000	1,201-2,400	\$13.56 14.64
2,001-4,000	2,401-4,800	\$21.01 22.69
4,001-8,000	4,801-9,600	\$34.68 37.45
8,001-16,000	9,601-19,200	\$60.64 65.49
16,001-32,000	19,201-38,400	\$112.14 121.11

Acceptance and pricing for loads in excess of table above will be at the discretion of the ~~Wastewater Treatment Plant Superintendent~~Water Quality Manager.

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Exhibit 4

City of St. Helens

Storm Utility Rates and Charges Amended ~~9/21/22~~ June 7, 2023Rates to be applied for the first full billing cycle beginning on or after ~~October~~ July 15, 2023

Billings for customers are based upon either measured impervious surface or number of Drainage Residential Units (DRU) for a property. The measurements are broken down into components of single-family units or equivalent residential units.

Rates and charges shall be applied to all accounts on a monthly basis.

<u>STORM DRAINAGE UTILITY RATES</u>	<u>MONTHLY Fixed charge*</u>
<u>Residential</u>	<u>16.79</u>
<u>Single Family Home (1 DRUs)</u>	<u>16.79</u>
<u>Duplex (2 DRUs)</u>	<u>16.79 multiplied by number of Equivalent Dwelling Units (EDU)</u>
<u>Triplex (3 DRUs)</u>	
<u>Fourplex (4 DRUs)</u>	
<u>Five or more (Based on Impervious surface)</u>	
<u>Commercial (Based on impervious surface)</u>	<u>16.79</u>
<u>Industrial (Based on impervious surface)</u>	<u>16.79</u>
<u>All other Users (Based on impervious surface)</u>	<u>16.79</u>
<u>STORM DRAINAGE UTILITY RATES</u>	<u>MONTHLY Fixed charge*</u>
<u>Residential</u>	<u>14.3916.79</u>
<u>Single Family Home (1 DRUs)</u>	<u>16.79</u>
<u>Duplex (2 DRUs)</u>	<u>16.79 multiplied by number of Equivalent Dwelling Units (EDU)</u>
<u>Triplex (3 DRUs)</u>	
<u>Fourplex (4 DRUs)</u>	
<u>Five or more (Based on Impervious surface)</u>	
<u>Commercial (Based on impervious surface)</u>	<u>14.3916.79</u>
<u>Industrial (Based on impervious surface)</u>	<u>14.3916.79</u>
<u>All other Users (Based on impervious surface)</u>	<u>14.3916.79</u>

*Fixed charge represents ~~one~~ one DRU or 2,500 sq. ft. of impervious surface. As dwelling units or impervious surface measurements increase the fixed charge increases accordingly.

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Exhibit 5

City of St. Helens

McNulty PUD Water Users – Sewage Charges by City of St. Helens Amended ~~9/21/22~~~~6/7/23~~June 7, 2023

Rates to be applied for the first full billing cycle beginning on or after ~~October~~July 15, 202~~32~~3

The City of St. Helens is establishing Sewage rates for customers that have locations outside of ~~C~~city ~~L~~imits that are receiving water from McNulty PUD. Volume rates are based on each 100 cubic feet (~~ee~~CCF) of water averaged over a ~~C~~alendar's previous year.

Estimated Schedule of Utility Rates:

McNulty Usage Reports on Volume from previous calendar year cycle will determine Sewage rates to be effective July 1~~6~~5, 202~~32~~3.

The following table lists rates for customers outside the ~~C~~city limits of St. Helens receiving water from McNulty PUD:

LOCATION OF CUSTOMER	CITY SEWAGE RATE
35369 Millard Road	101.71 <u>106.20</u>
58581 Columbia River Highway	83.06 <u>89.70</u>
58606 Kavanagh Avenue	67.25 <u>72.63</u>
58563 Columbia River Highway	27.94 <u>30.17</u>
35531 Firway Lane	40.66 <u>43.90</u>
35031 Millard Road	43.55 <u>47.03</u>
58209 Columbia River Highway	49.32 <u>123.87</u>
35285 Millard Road	26.99 <u>29.14</u>
34950 Pittsburg Road	160.36 <u>173.18</u>
35092 Pittsburg Road	194.93 <u>50.19</u>

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Kathy Payne

From: Dawn Richardson
Sent: Wednesday, May 17, 2023 2:20 PM
To: Kathy Payne
Subject: 6/7 Council
Attachments: 1-15 St Frederic Church Adjustment Form.xlsx; doc07329120230517141725.pdf

Hi Kathy,

St Frederic Catholic Church had a VERY large leak a couple months back and because their adjustment amount is over \$1000.00 it requires council approval. They typically use very little to no water at this property. After getting the meter reads back in January, we called them to inform them of the leak. They have provided everything necessary on my end (leak adjustment form, receipt for repair, etc).

Their total bill for one month was \$4795.89. The adjustment I'm requesting approval on would be a credit of \$3709.30 (which is half the water overage and all of the sewer overage) leaving them with a balance of \$1086.59.

Please let me know if you need anything else.

Thank you,

Dawn Richardson

Administrative Billing Specialist

City of St. Helens

Ph: 503-397-6272

www.sthelensoregon.gov



LEAK ADJUSTMENT REQUEST - Residential

Item #7.

Prepared By: Dawn Richardson

Date Filled Out: 05/17/23

Customer Name: St Frederic Catholic Church

Account #: 22-00300-002

Date of Bill: 01/15/23

Enter Billing Specifics:		System Name	Detail	Amount	Volume	Rate
RESIDENTIAL		Water	Consumption	2,059.17	44,867	4.5895 Residential
		Water	Fixed	13.20		
		Water	Utility Assist	-		No
		Sewer	Consumption	2,683.18	44,867	5.9803 Consumption
		Sewer	Fixed	20.15		Standard Fixed
		Public Safety	Fixed	3.48		
		Storm	Fixed	16.71	-	
Original Bill Amount =				4,795.89		

Previous Years Average			LEAK ADJUSTMENT (50% Leak Amount)				
Month / Year	Consumption		System Name	Detail	Amount	Volume	Rate
1/15/22	-		Water	Consumption	1,028.63	22,413	4.5895
1/15/21	1						
1/15/20	124		Sewer	Consumption	2,680.67	44,825	5.9803
Average =		42					
			3,709.30				

Adjustment Dollars: 3,709.30 Adj Water Volume 22,413 Adj Sewer Volume 1,305	Notes: Very large leak. Customer went through insurance due to significant damage. Receipt from Reed plumbing provided showing pipe repair done near water heater. Sewer will be adjusted fully.
Finance Director Authorization & Date Above	
Entered By & Date Above	

CITY OF ST. HELENS UTILITIES



265 Strand Street

St. Helens, OR 97051

Phone: 503-397-6272

Fax: 503-397-3490

Email: utilitybilling@sthelensoregon.gov

REQUEST FOR BILLING LEAK ADJUSTMENT FORM

The City of St. Helens Utilities has a policy of issuing partial adjustment for water leaks that are repaired by customers in a timely manner. Generally, we expect customers to repair leaks within 10 days of discovery or notification. Adjustments issued are based on your average usage for the same period in previous years. This average is deducted from the total consumption used during the time of the leak and an adjustment 50% of the water loss will be credited to your account.

DESCRIBE THE REPAIRS OR SPECIFIC CIRCUMSTANCE OF YOUR REQUEST

On January 20, 2023 the water department noticed that our water meter for the convent was running constantly. They came by to shut off the water at the street. When we entered the building we were amazed to find the extent of the damage to the building. Every room was affected.

We had a company come to remediate the damage areas. As you can see from the photos (attached) all of the walls, cabinets, and ceilings we removed due to the amount of damage from the water running for several weeks.

There was no one living in the home so we did not know that this was happening.

ACCOUNT # 23-02365-000

ACCOUNT NAME: St. Frederic Catholic Church

PHONE NUMBER 503-397-0148

SERVICE ADDRESS: 191 S. 13th Street St. Helens OR 97051

MAILING ADDRESS: 175 South Thirteenth Street, St. Helens, Oregon 97051

x Phyllis Dahlin
WATER CLERK _____



CITY OF ST. HELENS
 PO Box 35147 #2748
 SEATTLE, WA 98124-5147
 (503) 397-6272

Account Number	✓ 23-02365	Item #7.
AMOUNT DUE	Previous Balance Owed	
\$4,795.89	\$0.00	
Due Date	Previous Balance Due Date	
2/10/2023	1/31/2023	
Amount Enclosed		

1690
069737



St Frederic Catholic Church
 191 S 13th St
 Saint Helens, OR 97051

CITY OF ST. HELENS
 P.O. BOX 35147 #2748
 SEATTLE, WA 98124-5147

There will be a charge on all returned checks.
 Please return this portion with your payment.
 When paying in person, please bring both portions of this bill.

23023650000000004795890000004795898

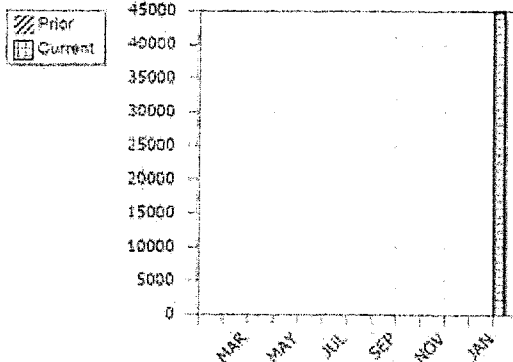
CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address			Account Number	
St Frederic Catholic Church		135 S 13th St			23-02365-000	
Status	Service Dates			Bill Date	Due Date	Penalty Date
	From	To	# Days			
Disconnect	12/15/2022	1/20/2023	36	1/24/2023	2/10/2023	2/21/2023

**** FINAL BILL ****

PREVIOUS BALANCE	\$46.11
PAYMENTS	(\$46.11)
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
PAST DUE AMOUNT	\$0.00

METER #	CURRENT READING	PREVIOUS READING	USAGE	
10717272	50,956	6,089	44,867	Water-Comm-Fixed 13.20
			44,867	Water-Com-Usage 2,059.17
				Sewer-Com-L-Fixed 20.15
				Sewer-Com-L-Usage 2,683.18
				Storm Fixed 16.71
				Public Safety 3.48
				CURRENT BILL \$4,795.89
				AMOUNT DUE \$4,795.89
				AMOUNT DUE AFTER 02/20/2023 \$4,795.89

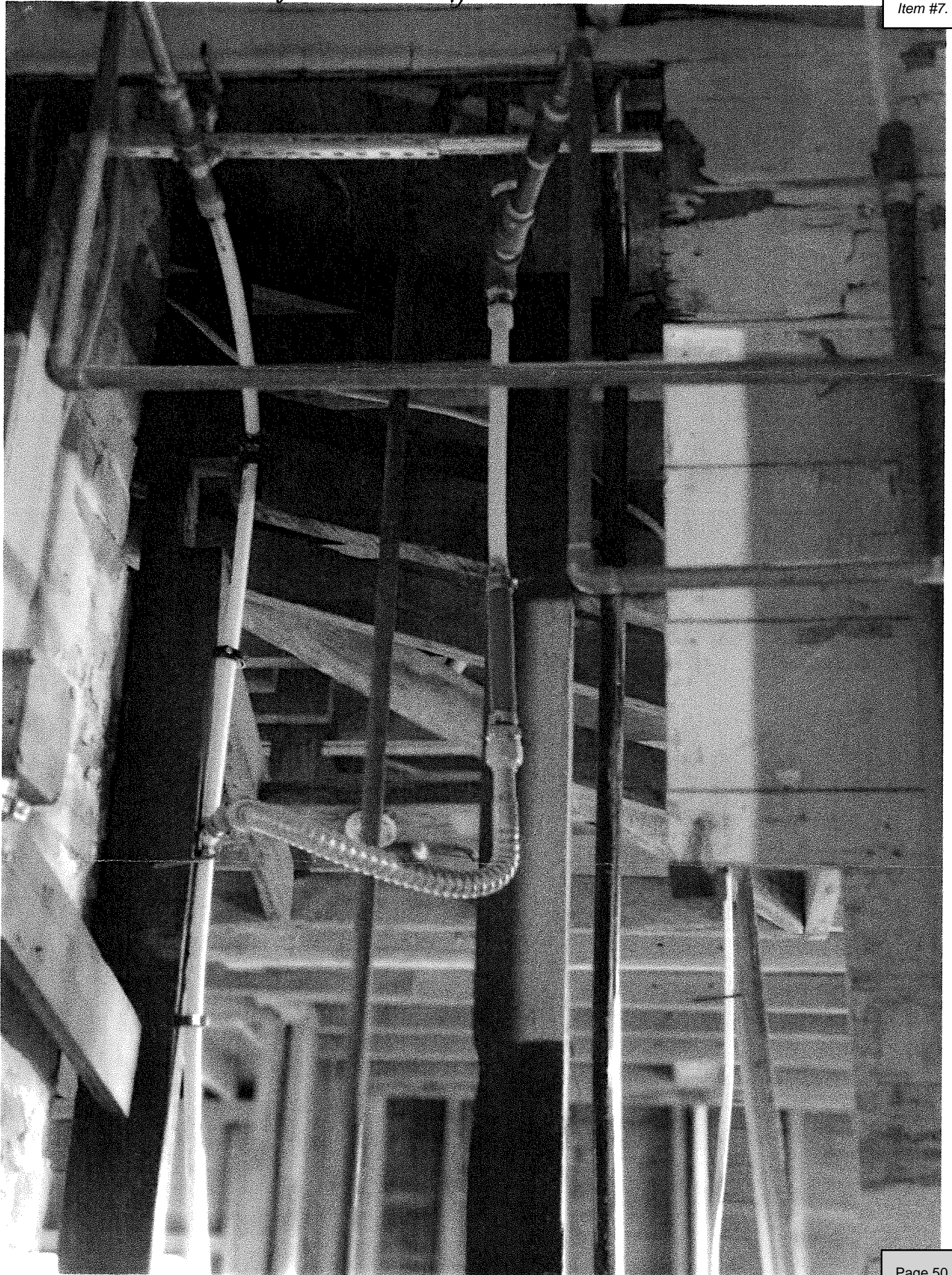


ONLINE PAYMENTS MAY BE DONE AT: <https://www.sthelensoregon.gov/>. OR PLEASE CALL 1-833-259-4016 TO PAY BY PHONE

THIS IS YOUR FINAL BILL FOR SERVICE

Repaired Pipe

Item #7.



Page 50



Present State of Content

Reed Plumbing and Mechanical
Group, LLC
PO Box 6583
Beaverton, OR 97007
(503) 336-0505
kelly@reedpmg.com



Invoice 4231

BILL TO

Paul Davis Restoration
11010 NE 37th Circle Suit 110
Vancouver, Washington 98682
United States

DATE
04/14/2023

PLEASE PAY
\$1,265.00

ACTIVITY	QTY	RATE	AMOUNT
14 Plumbing	1	1,265.00	1,265.00
Plumbing Labor			

PM: Dustin

WO: WO 0004

Job#: GVWA-23-1218-E

135 S 13th St St Helene OR 97051

Repaired leak in galvanized pipe near water heater. Removed a few branch pipes after opening up drywall. Replaced with new wirsbo Pex and connected too water heater. Turned on water heater. Found another leak in the kitchen behind cabinets. Returned when walls were opened by contractor. Repaired leaks in galvanized and copper connection. Replaced both hot and cold piping to the kitchen sink. Extended new hot and cold wirsbo piping to source in crawlspace. No leaks in service.

TOTAL DUE \$1,265.00

THANK YOU.

Kathy Payne

From: BILL MONAHAN <bmonahan20@comcast.net>
Sent: Monday, May 8, 2023 4:02 PM
To: Kathy Payne
Cc: peter.hicks@jordanramis.com; Darlene Ferretti; Kelly Burgess
Subject: [External] Code of Conduct for Boards etc.
Attachments: St Helens Boards_Committees_Commissions Code of Conduct DRAFT 050123.docx

Hi Kathy,

I reviewed the draft code of conduct and made some additions in red on both page 4 and 6. On page 4, I tried to introduce the idea of a process in the Accountability section:

Early recognition of the questioned conduct is encouraged, and progressive counsel may occur with the board member (though it is not required). **Should it become necessary for the City Council to consider the removal of a board member, it may designate a staff or council member to contact the board member to make them aware of any concerns regarding alleged misconduct, nonperformance of duty or failure to obey the laws of the federal, state, or local government. The board member has the option to provide a timely response to the concerns within the timelines established by the Council.** The City Council reserves the right to remove board members at its discretion **whether or not an opportunity to respond has been given.**

Note - on the attached draft the last portion in red above is bolded. I did not mean to do this, but I can't remove the bold. Sorry!

Then on page 6 i added to the third requirement:

I understand that the City Council may remove me from my position if my conduct falls below these standards **(whether or not the City Council has informed me of concerns and provided me with an opportunity to respond to concerns within any timelines established by Council).**

As I looked at what other cities have as their requirements, I found Tigard's code (which I think was in place when I worked there) and it has almost exactly what you originally proposed - including exactly the same statement accepting that "I understand that I may be removed from my position if my conduct falls below these standards."

I think the council can consider adding some language such as that proposed but it may not need to since what you proposed says "may remove". It is not recommended that the council need to wait if a person's behavior is extremely bad. In that case immediate removal may be necessary rather than allow the person to continue on a board. But the council expressed interest in softening the imposition of a code so perhaps the modified language above would help to give some notice and time for the board member to provide a response.

Please let me know what you think, suggest any modifications, or pose any questions you might have.

Best wishes,



BOARDS, COMMITTEES, & COMMISSIONS

CODE OF CONDUCT

This Code of Conduct provides a framework to guide members of boards, committees, and commissions in their actions. The Code of Conduct operates as a supplement to existing statutes, including (but not limited to) Oregon Ethics Laws.

Advisory boards, committees, and commissions are referred to generally as “boards” in this code; members of boards, committees, and commissions are referred to generally as “board members.”

Member Conduct.

This section describes the manner in which board members will treat one another, other City officials (elected and appointed), members of the public, and City staff.

Board Conduct During Meetings

- Practice civility, professionalism, and decorum in discussions and debate. Difficult questions, tough challenges to particular points of view, and criticism of ideas and information are legitimate elements of democratic governance. However, this does not allow board members to make belligerent, personal, slanderous, threatening, abusive, or disparaging comments.
- Avoid personal comments that are intended to, or could reasonably be construed to, purposefully offend others. If a board member is offended by the conduct or remarks of another board member, the offended board member is encouraged to address the matter directly with the offending board member at the earliest opportunity and work toward an amicable resolution.

Board Conduct Outside Public Meetings

- Continue professional and respectful behavior outside of public meetings. Board members are viewed by the public as representatives of the City. As such, the same level of decorum and consideration for differing points of view deemed appropriate for board meeting deliberations (outlined above) should be maintained in other public settings and private conversations, particularly when

discussing City business, City officials (elected and appointed), members of the public, and City staff.

- Unless sharing specific information voted on by the majority of the board, you shall express only your personal opinions. Never represent yourself as a spokesperson for the City unless you are authorized by the City to do so. If the City is a subject of the content you are discussing, be clear and open about the fact that you are a member of a City board but that your views do not represent those of the board, the City, its employees, or its elected officials.
- Practice courtesy, civility, and respect when participating in social media forums. Provide accurate information, speak truthfully, and represent the views and positions of the City, the Council, and other individuals forthrightly and in good faith.
- Be aware of the public nature of written notes, calendars, voicemail messages, emails, and social media posts. All written or recorded materials created as part of one's official capacity can potentially be considered public records under Oregon law.
- Understand proper political involvement. Board members, as private citizens, may support political candidates or issues, but such activities must be undertaken separately from their role as a board member. When supporting any candidate or measure, the board member shall be clear that they are supporting as a private citizen, not as a representative of the City.

Board Conduct with the Public

- Be welcoming to speakers at public meetings and treat them with respect. For many citizens, speaking in front of a board is a new and difficult experience. Board members should commit full attention to the speaker. Comments, questions, and non-verbal expressions should be appropriate, respectful, and professional.
- Make no commitments on behalf of the board in unofficial settings. Board members are sometimes asked to explain a board action or to give their opinion about an issue as they meet and talk with citizens. It is appropriate to give a brief overview. Overt or implicit commitments that the City will take specific actions, however, are to be avoided.

Board Conduct with Staff

- Respect the professional duties of City staff. Board members should refrain from disrupting staff from conducting their duties; participating in administrative functions, including directing staff assignments; attending staff meetings unless requested by staff; and impairing the ability of staff to implement policy decisions.

Board Member Values.

The individual attitudes, words, and actions of board members should reflect the values of respect, integrity, and service to the community.

Respect

To show respect to others, board members are expected to:

- Treat board members, City officials (elected and appointed), members of the public, and City staff with patience, courtesy, and civility, even when they disagree on what is best for the community.
- Conduct themselves in a professional, courteous, and respectful manner at all times.
- Be honest with fellow board members, the public, and others.

Integrity

To demonstrate integrity as a public official, board members are expected to:

- Make independent, objective, fair, and impartial judgments and avoid relationships and actions that give the appearance of compromising objectivity, independence, and honesty.
- Adhere to Oregon ethics law requirements regarding gifts, services, or other special considerations, as regulated by the Oregon Government Ethics Commission.
- Excuse themselves from participating in decisions when their financial interests may be affected by the board's action.
- Use public resources, such as staff time, equipment, supplies, or facilities, only for City-related business and only with authorization from the City Administrator or applicable Department Director.
- Protect confidential information concerning litigation, personnel, property, or other affairs of the City.

Service

To serve the public effectively, board members are expected to:

- Review materials provided in advance of the meeting.
- Make every effort to attend meetings. If attendance is not possible, communicate absences with the board chair.
- Be prepared to make difficult decisions when necessary.
- Respect the distinction between the roles of citizens, elected officials, appointed board members, and staff.
- Promote meaningful public involvement in decision-making processes.

- Make decisions after prudent consideration of their long-term impacts to the community.

Accountability.

To ensure public confidence in the integrity of the City of St. Helens, board members are held to a high standard. For this reason, the City Council believes the Code of Conduct is as important to the public process as other rules and procedures. It is recognized that there may be times when action is required to correct and/or prevent behavior that violates the Code of Conduct.

Early recognition of the questioned conduct is encouraged, and progressive counsel may occur with the board member (though it is not required). Should it become necessary for the City Council to consider the removal of a board member, it may designate a staff or council member to contact the board member to make them aware of any concerns regarding alleged misconduct, nonperformance of duty of failure to obey the laws of the federal, state, or local government. The board member has the option to provide a timely response to the concerns within the timelines established by the Council. The City Council reserves the right to remove board members at its discretion whether or not an opportunity to respond has been given.

Use of City Property.

Board members are strictly prohibited from using any intellectual property of the City including letterhead, logos, City social media accounts, and any other City-run or trademarked property, without written permission from the City. Board members are also prohibited from making any social media accounts for City boards.

Board members are not permitted to use any City equipment except in the carrying out of their duties on the board.

City-owned real property is fully owned and maintained by the City or official City volunteers. Board members do not have rights over any City-owned property.

Implementation and Certification.

All board members will be given a copy of the Code of Conduct and will be required to affirm in writing that they have received the Code, understand its provisions, and pledge to conduct themselves by the Code. The City Council may choose to review and update this Code in the future to ensure it remains effective and useful.

Any board member declining to sign the Code of Conduct Certification may be

removed from the board. Any board member who is removed under this provision will not be permitted to be appointed to a City board for a period of three (3) years unless the majority of the City Council establishes an exception.

DRAFT

CODE OF CONDUCT CERTIFICATION

As a member of a City of St. Helens board, I affirm that:

- ✓ I have read and understand the St. Helens Code of Conduct for members of boards, committees, and commissions, and I understand its application to my role and responsibilities while serving on a City board.
- ✓ I pledge to conduct myself by the St. Helens Code of Conduct for boards, committees, and commissions.
- ✓ I understand that the City Council may remove me from my position if my conduct falls below these standards (whether or not the City Council has informed me of concerns and provided me with an opportunity to respond to concerns within any timelines established by Council).
- ✓ I understand that if I refuse to sign this Code of Conduct Certification, I may be removed from my position.

Print Name: _____

Signature: _____

Signed this _____ **day of** _____, 20____

Board Appointed to: _____

St. Helens – Municipal Code Chapter 2.08 – Planning Commission

In order to clarify expectations for members of the St. Helens Planning Commission, it is proposed that the following changes be made to Municipal Code Chapter 2.08:

A. 2.08.020 Membership.

2.08.020(3) should be updated to comply with the requirements of ORS Chapter 244 to read:

“(3) A member of the planning commission shall not participate in any commission proceeding or action in which any of the following has direct or substantial financial interest: the member or any their relatives as defined by ORS 244.020(16), any member of their household as defined by ORS 244.020(11), or any business the member is associated with as defined by ORS 244.020(2) or (3). Any actual or potential conflict of interest shall be announced by the member publicly in accordance with ORS 244.120 at each meeting of the commission where the matter giving rise to the conflict is before the commission. It is the obligation of each member to properly disclose any conflict of interest and take proper action.”

2.08.020(4) should be added:

“(4) A member of the planning commission shall conform to the code of conduct that the city council adopts and/or modifies that is applicable either specifically to the planning commission or to all city boards, committees and commissions. The city council may remove a member of the planning commission from their position on the commission if their conduct falls below the standards stated in the code of conduct. Before a member is removed for failure to follow the code of conduct, the member will be provided notice of any alleged failure and allowed to submit a written response to be considered by city council before final action is taken.”

B. 2.08.040 Vacancies and removal.

2.08.040 should be revised to read:

“Appointments to fill vacancies shall be for the remainder of the unexpired term. A member may be removed by the city council after a hearing for misconduct or nonperformance of duty, or after being provided notice of an alleged failure to follow the standards of the code of conduct and allowed to submit a written response. A member who is absent from three consecutive meetings without an excuse as approved by the planning commission is rebuttably presumed to be in nonperformance of duty and the city council shall declare the position vacant unless finding otherwise following the hearing.”

C. 2.08.080 Powers and duties.

2.08.080 should be revised to read:

“The commission shall have the powers and duties, which are now or may hereafter be assigned to it by charter, ordinances or resolutions of this city and general laws of this state. Annually the city council will adopt a work program for the commission that takes into consideration the needs of the community as well as the limitations that the city and the planning department have in terms of staff and financial resources. The commission shall have the opportunity to discuss the annual work program with the city

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council during a work session in order to obtain council direction, seek clarification of council expectations, and submit commission concerns and topics for council consideration for possible inclusion into the work program. Those duties and powers shall include but not be limited to the following within the limitations of the work program:"

Note: all of the eighteen powers and duties listed in the code in this section remain as written.

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Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: June 7, 2023

Planning Division Report attached.

Business Licenses Report attached.

Email from Judy Thompson regarding meeting held by Steve Toschi.

CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



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

Date: 05.30.2023

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.

ASSOCIATE PLANNER/PROJECT MANAGER—*In addition to routine tasks, the Associate Planner/Community Development Project Manager has been working on: See attached.*

PLANNING ADMINISTRATION—NOTEWORTHY ADMINISTRATIVE DECISIONS

We responded to a Columbia County referral for a new midget racetrack at the fairgrounds (County file DR 23-08)—*see attached.*

PLANNING ADMINISTRATION—PREAPPLICATIONS MEETINGS

Conducted a pre-application meeting for the new police station this month. We had to do this again because it is no longer a public safety facility, having been downsized due to cost.

Had a preliminary Q&A meeting for potential new use of the old Ralph's wrecking yard at 1955 Old Portland Road.

PLANNING ADMINISTRATION—MISC.

Conducted the final inspection for the home at 150 Belton Way. I usually don't comment on dwelling finals in this report, but this one was preceded by a contentious land partition with appeals, so a noteworthy project conclusion.

Prepared Mercury TMDL information for our Engineering Department as they prepare for an upcoming report to DEQ for this. In this case it was an inventory of natural resources and significant sites to be protected related to Oregon's Statewide Land Use Planning Goals 5, 6 and 7.

Conducted final inspection for building F of the Broadleaf Arbor (Gable Road apartments) development. D (community building) and E (multi-family building) inspected previously. F would be the 3rd of ten buildings.

Trying to facilitation of donation of land from the landowner who did the Columbia Commons Subdivision of some vacant lots near the US30/Pittsburg Road intersection.

Continuing the HB 3115 "marathon." Preparation of final adoption materials for June.

DEVELOPMENT CODE ENFORCEMENT

A little bit of political sign enforcement.

PLANNING COMMISSION (& *acting* HISTORIC LANDMARKS COMMISSION)

May 9, 2023 meeting (outcome): The Commission approved a Site Development Review modification/Variance for the Skinny's Texaco complex parking lot addition that was not constructed to the approved plan. Some additional improvements will be required.

****note to self – remember this for the next semi-annual department report for before and after photos****

The Commission also held a public hearing for an appeal of a Sensitive Lands Permit for a large retaining wall of a lot along the 200 block of N. 15th Street. The public hearing was left open for written testimony. The Commission will deliberate on this matter at their June meeting.

The Commission approved architectural changes to the mixed-use building proposal on the corner of N. 6th Street and Columbia Boulevard, which was a condition of approval.

Brief, and probably(?), final discussion on HB 3115.

June 13, 2023 meeting (upcoming): The Commission will deliberate on the Sensitive Lands Permit noted in the May meeting. Perhaps other matters.

COUNCIL ACTIONS RELATED TO LAND USE

The Council considered the Planning Commission's recommendation regarding Oregon HB 3115 and provided direction to staff to do something different, but within incorporation of some aspects of the Commission's work. The Commission draft has many legal problems per out legal counsel. Ordinance forthcoming in June. We are at the midnight hour on this now, having a deadline of July 1st to have the new law in effect.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Data updates this month.

ST. HELENS INDUSTRIAL BUSINESS PARK PROPERTY

We are going to process the land partition to create the PGE parcel for their substation.

From: [Jennifer Dimsho](#)
To: [Jacob Graichen](#)
Subject: May Planning Department Report
Date: Friday, May 26, 2023 11:42:52 AM

Here are my additions to the May Planning Department Report.

GRANTS

1. **Safe Routes to School - Columbia Blvd. Sidewalk Project** – Culvert project (County) will be a separate project than the sidewalks project. Will process a sensitive lands permit for this work as soon as property owner signs application. Construction on sidewalk to begin June/July 2023. County working through acquiring construction/slope easements for affected property owners.
2. **Business Oregon – Infrastructure Finance Authority** – Low-interest loan for Streets & Utilities Project and Columbia View Park improvements that are not covered by grants and Parks SDCs. Submitted our first amendment request (for scope of work modifications) and 1st reimbursement request which included over 30 invoices!
3. **Riverwalk Project (OPRD Grants x2)** – 100% design completed. Submitted for building permits for stage/picnic shelter on 5/15. Continued interpretive signage review meetings with the CCMA. Mayer/Reed Bid Assistance/Construction Mgmt scope of work approved on 5/3 CC meeting. Began preparing to bid the project with Engineering Dept.
4. **Community Development Block Grants (CDBG)** – Submitted application for \$2.5 million for a design-only project to fund sanitary sewer design/engineering/permitting. CDBG apps include over 30 attachments/narrative/budget/etc. Began fielding application questions from the CDBG grant review coordinators. This is a good sign!
5. **Certified Local Government Historic Preservation Grant Program** – Received our contract for 17k in funding. Mailed announcement letters to 93 eligible property owners. Updated project materials on website and coordinated social media outreach. Began answering questions from property owners about potential projects.
6. **DLCD Technical Assistance Program** – Grant cycle will likely open in August and closes in October. DLCD Regional Rep thinks updating our Economic Opportunities Analysis (EOA) could be funded. Compiled resources to assist with scoping our EOA update and writing our grant application this August.
7. **Veterans Memorial Grant Program** - In partnership with the local VFW, we submitted a grant to fund a flag/monument expansion at the McCormick Park veterans memorial. Grant was due March 31. Request was for \$33k, with a match \$28k of in-kind labor/management/VFW donations. Should find out in June if we are successful.
8. **ODOT Transportation Growth Management Grant** - Providing some assistance to Engineering reviewing TGM grant materials to fund a new Transportation Systems Plan (potentially). Our last TSP was from 2011 and the Engineering Department would like to initiate an update.

PROJECTS & MISC

9. **Riverfront Streets/Utilities Project** – Attending weekly check-ins to stay in tune with project schedule and any construction delays/issues. Reviewed undergrounding final plans during 5/31 coordination meeting.

10. **S. 1st Street & St. Helens St. Gateway Project** – Prepared for and coordinated stakeholder group kickoff meeting with LCE on 4/28 and 2nd 30% plan review meeting on 5/24. Preparing for 3rd meeting to review rough 60% design plans on the week of June 20. 90% plans will go before PC during July 11 meeting. Anticipated completion date of design July 2023.
11. **St. Helens Industrial Business Park (SHIBP) Public Infrastructure Design** – 30% design for Phase I infrastructure & permitting/grading work for Phase II with Mackenzie. Mackenzie provided preliminary PT for PGE parcel. City will facility partition, PGE will prepare other land use applications. Kicked off Phase II grading work effort.
12. **Warrior Rock Lighthouse Replica Project** – Restoration of the warrior rock lighthouse replica on County-property near Columbia View Park. Councilor Sundeen was able to locate original Warrior Rock lighthouse plans! Coordinated a meeting with SHPO to discuss the 2023 Oregon Heritage grant opportunity which opens this August 2023. This could potentially fund the design and cost of materials for the replica, a kiosk, and signage. Work would be completed in-house by Public Works staff.
13. **Preserving Oregon Grant Review** - SHPO asked me to participate on the Preserving Oregon grant review committee which is a statewide historic preservation or archeological study grant. The grant review committee will meet on 6/7 from 8:30-2pm to select projects for funding. Prior to the meeting, I read through the scoring criteria and scored approximately ~23 grant applications.

Jenny Dimsho, AICP

Associate Planner / Community Development Project Manager

City of St. Helens

(503) 366-8207

jdimsho@sthelensoregon.gov

May 1, 2023

REFERRAL AND ACKNOWLEDGMENT

Responding Agency:

NOTICE IS HEREBY GIVEN that **Studio 3 Architecture**, representing **Columbia County Fairgrounds**, has submitted an application for a Design Review to add a race track and associated building structures. The subject property is located at 58892 Sausler Rd. The subject property is zoned Community Service – Institutional (CS-I). The site contains 34.93 acres and is identified as Tax Map No. 4201-00-03600. DR 23-08

THIS APPLICATION IS FOR: (X) Administrative Review; () Planning Commission, Hearing Date:

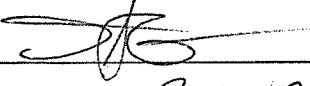
PLEASE RETURN BY: **May 10, 2023**

Planner: **Jake Renney**

The enclosed application is being referred to you for your information and comment. Your recommendation and suggestions will be used by the County Planning Department and/or the Columbia County Planning Commission in arriving at a decision. Your prompt reply will help us to process this application and will ensure the inclusion of your recommendations in the staff report. Please comment below.

1. _____ We have reviewed the enclosed application and have no objection to its approval as submitted.
2. ☒ Please see attached letter or notes below for our comments.
3. _____ We are considering the proposal further and will have comments to you by _____.
4. _____ Our board must meet to consider this; we will return their comments to you by _____.
5. _____ Please contact our office so we may discuss this.
6. _____ We recommend denial of the application, for the reasons below:

COMMENTS: SEE ATTACHED MEMO DATED MAY 8, 2023

Signed:  Printed Name: JACOB GRAICHEN
Title: CITY PLANNER Date: MAY 8, 2023



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: Jake Renney, Planner, Columbia County
 FROM: Jacob A. Graichen, AICP, City Planner
 RE: Columbia County file DR 23-08
 DATE: May 8, 2023

Please include the following conditions:

A general condition:

- No tree removal is allowed as it relates to this project.

As a condition of all plans subsequent to this Site Design Review:

- All final development plans shall include notation that no tree removal is allowed and that no cutting or filling is allowed within the dripline of trees. Work in close proximity to the tree area shall include posted signs and temporary barriers to alert workers of the need to avoid tree impacts.

-----basis for conditions and other comments/considerations below-----

Zoning/Comprehensive Plan Designation:

The site has a city Comprehensive Plan designation of Unincorporated Public Lands, UPL. This designation is consistent with Columbia County ownership for the fairgrounds property and another parcel owned by CRPUD.

The creek that runs along the east side of the proposed midget track and the north side of the existing track is a riparian corridor inventoried in the St. Helens Comprehensive Plan. The stream/riparian area is identified as R-MC-16(b), which is a Type 2 riparian corridor and includes a 50' upland protection zone, an area protected from impacts including tree removal. The wooded area around the creek is within this protection zone area.

Preserving the existing wooded area is supported by the St. Helens as noted. In addition, the CCZO supports this:

CCZO 1562.B and C. The wooded area acts as a natural buffer and screen from nearby residential and rural uses. The property line along this project area is also the Urban Growth Boundary.

CCZO 1563.C. Natural areas and features are to be preserved. The applicant has expressed no need to use the wooded area around the creek and is an area subject to protection considerations identified in official plans.

The applicant notes the emphasis of volunteer efforts for this project. This is great, but volunteers can come and go or are simply not always up to speed on all details. Even professional developers have problems with this. Further, conditions of approval in a staff report are not always read by contractors, or those responsible for physical work. This is why we recommended the conditions of approval described above. Using the drip line is based on comparable language in CCZO 1562.A.1.

**COLUMBIA COUNTY
LAND DEVELOPMENT SERVICES**

COURTHOUSE
230 STRAND
ST. HELENS, OREGON 97051
(503) 397-1501

General Application

File No. DR 23-08**GENERAL LAND USE PERMIT APPLICATION**

TYPE OF PERMIT: Zone Change Temporary Permit
 X Site Design Review Resource Management Plan

Other: _____

Oregon Raceway Quarter Midget Association (ORQMA)

APPLICANT: Name: c/o Gene Bolante, AIA Studio 3 ArchitectureMailing address: 275 Court Street NE Salem, OR 97301Phone No.: Office 503-390-6500 Home _____Are you the _____ property owner? X owner's agent?**PROPERTY OWNER:** same as above, OR:Name: Columbia County FairgroundsMailing Address: 58892 Saulser Road St. Helens Oregon**PROPERTY ADDRESS** (if assigned): 58892 Saulser Road St. Helens Oregon**TAX ACCOUNT NO.:** 29259 Acres: 34.93 ac Zoning: CS-I4101-00-03600

_____ Acres: _____ Zoning: _____

_____ Acres: _____ Zoning: _____

PRESENT USES: (farm, forest, bush, residential, etc.)

<u>Use:</u>	<u>Approx. Acres</u>
<u>Multi Use Fairgrounds</u>	<u>34.93 acres</u>

_____	_____
_____	_____

Total acres (must agree with above): _____

General Application

File No. _____

PROPOSED USES:

Add race track and associated building structures.

WATER SUPPLY: _____ Private well.

Is the well installed? ____ Yes ____ No

____ X ____ Community system.

Name _____

METHOD OF SEWAGE DISPOSAL:

____ Community Sewer. Name _____

____ X ____ Not applicable.

____ Septic System.

If Septic, does the subject property already have a system? ____ Yes ____ No

If no, is the property approved for a Septic System? ____ Yes ____ No

CONTIGUOUS PROPERTY: List all other properties you own which have boundary lines touching this property:Tax Account No.AcresCo-owners (if any)

_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATION:

I hereby certify that all of the above statements, and all other documents submitted, are accurate and true to the best of my knowledge and belief.

Date: 01-25-2023

Signature: _____

NOTE: Please attach an accurate and detailed plot plan, including property lines, existing and proposed structures, location of septic tank and drainfield, farm - forest areas, large natural features (cliffs, streams, etc.).

+++++

Planning Department Use Only

Date Rec'd. 3-29-23

Hearing Date: _____

Or: Administrative _____

Receipt No. 400968

Stormwater & Erosion Control Fees 460-

Zoning: _____ Staff Member: _____

+++++

Development Review Committee Pre-Application Conference

Site Design Review Submittal Checklist

Oregon Raceway Quarter Midget Association (ORQMA)

Applicant's Name: c/o Gene Bolante, AIA Studio 3 ArchitectureProject Name: ORQMA Race TrackProject Location: 58892 Saulser Road St. Helens Oregon

Please submit the following checked items with your completed Site Design Review application and fee to Land Development Services:

- ☐ 1. History - Please list previous land use applications and structures on the site. Were they approved or denied? Did the existing uses and structures exist prior to the adoption of the Zoning Ordinance (1984)? What is the year built, "Blt", date on the Assessor's tax print out? Include any current, active or closed code violations; federal, state, local, building, planning, wetland etc. List other pertinent facts about the property and its history. The property is the Columbia County Fairgrounds.

- ☒ 2. Written Description - Please submit a written project narrative titled "Project Narrative" discussing:

Name of Project. State the project name. On project narrative

Who. State who owns the property, who is the developer, and who will be the contact person (i.e. project manager) for the project. On project narrative

What is the project. Please summarize or conceptualize the project that is the subject of your Site Design Review application and what you intend to do.
On project narrative

When will the project take place. Give a time line of your best guess estimate of when you intend to begin and finish the project and what are the stages in-between. If you intend phasing of the project please give a time line of when each phase of the project will take place and what work will take place in that particular phase of the project. On project narrative

Where is the project. Please describe the location of the project (i.e. Urban Growth Boundary of the nearest city, street address, or nearest County Road, or area of the county (i.e. Spitzenburg area). Your Tax Account Number is always the best way to locate your property. On project narrative

How do you intend to complete the project and with what help. List the names of those working on the project (i.e. civil engineer for drainage and grading plans, local surveyor for contours, local architect for building elevations, ...etc.)

On project narrative

☒ 3.

Please note the site plans are based on aerial photos and tax maps, the county did not have electronic files or any surveys that we could locate. ☒ 4.

Existing Site Plan:

- ☐ Vicinity Map - Please show site in relation to roads and streams in the vicinity of the site. Attached from WebMaps
- ☐ Tax Assessor's Map- Please show site and its relationship to adjoining properties. Attached from WebMaps
- ☐ Detailed Site Plan of site as it exists, with man made & natural features shown. Attached from WebMaps

Proposed Site Plan:

- ☐ Please show a site plan with proposed structures and improvements as they will appear after the project is complete Attached

☒ 5.

Grading Plan:

- ☐ Relation of property boundaries to cuts and/or grade & fill. Show before and after topography using contours and show all existing features and planned improvements within 200 feet of property boundaries.
- ☐ Slope & Percentage
- ☐ Contour intervals as follows:
 - Slope 0 to 20% = 2' contour intervals
 - Slope > 20% = 5' or 10' intervals
 - Slope > 35% = Identify on plan
- ☐ Quantity of grade and fill. Show stockpiling of soil locations & duration
- ☐ Elevation changes in topography including cuts and/or grade & fills
 - * Please Note that removal or placement of greater than 50 Cubic Yards of rock, dirt, or other material requires a Removal/ Fill Permit from the County Building Department. Removal or fill of 50 Cubic yards or more in wetland areas or navigable waters of the State requires a permit from the Division of State Lands and/or Corps of Engineers.
- ☐ Potential or existing unstable slopes
- ☐ Wetland areas impacted

☐ 6.

Drainage Plan:

Please include the following if applicable:

We are not proposing any drainage changes.

- ☐ Narrative of purpose & intent
- ☐ Show all water bodies (rivers, lakes, streams, ponds, marshes, existing drainage ditches) on property
- ☐ Runoff Calcs. using recognized procedure (Rational Formula, TR-55, etc.)

- ☐ Design Level - 25 year minimum for Road Standards, 50 year, etc.
 - ☐ Topographic Map with 5' contour intervals
 - ☐ Calculations of design discharges for each drainage basin and sub-basin
 - ☐ Plan & profile of drainage features showing all pipes, ditches, inlets, outlets, including elevations, grades, dimensions and sizes.
 - ☐ Hydraulic computations used to size drainage features including intersecting lines.
 - ☐ Downstream impacts from individual lots, as well as entire site.
 - ☐ Flood Hazard Areas with FEMA Floodplain zones delineated
- ☒ 7. Wetland Mitigation Plan no wetlands
- ☐ National Wetland Inventory Designation
 - ☐ Hydric soil type from Soil Survey of Columbia County, Oregon
 - ☐ Division of State Lands Wetlands Program sign-off
- ☒ 8. Landscape Plan: Please include the following if applicable: No landscape
- ☐ Plan View of site with landscaping
 - ☐ Planting Types/Species: Trees, Shrubs, Bushes, Flowers, Grass
 - ☐ Existing natural landscape features such as streams, gulleys, rock outcrops
 - ☐ Planter locations
 - ☐ Landscape related features: Fencing (Sight Obscuring & Ornamental), Gates, Refuse Containers, Lighting
 - ☐ Paving & Pedestrian Walkways
- ☒ 9. Architectural Plan/Elevations
- ☐ Floor Plan (Plan View)
 - ☐ Side and End View Elevations
- ☒ 10. Sign Plan: Included
- ☐ Specify Free Standing, On-Building, or both
 - ☐ Specifications: Type of materials, size with dimensions, location, color, illumination (external or internal)
 - ☐ Elevations: side, end, with plan view

- ☒ 11. Access, Parking & Circulation Plan:
- ☐ Surface Type Asphalt and gravel and compacted dirt
 - ☐ Show accessibility to site including curb cuts, nearest State Hwy. or County Rd. on site plan
 - ☐ Show parking lot layout, number of spaces, types of spaces, isle width on site plan
 - ☐ Show traffic circulation, turn movements, system capacity, directional arrows existing
 - ☐ Show proposed access and right-of-way lines existing
 - ☐ Describe sight distance & limiting features existing
 - ☐ Obtain County Road Access permit from County Road Department not adding
 - ☐ Obtain Local Fire Department Access/ Driveway Permit. For Fire Department approval of Access/Driveway Permit: attached email to fire
 - ☐ All driveways in excess of 150 feet shall have an approved turnaround
 - ☐ Grades must typically be less than 12%. Consult Fire Department for steeper grades
 - ☐ Driveway shall be 12 feet wide, all weather surface for one home
 - ☐ Address must be marked
 - ☐ Consult Fire Department for bridges and other structural concerns
- ☒ 12. Impact Assessment: Traffic letter included
- ☐ Traffic Impacts
 - ☐ Trip Generation/Destination (Average Daily Trips)? Where From? Where To?)
 - ☐ Mode Split - Truck, Automobile, Walk, Other
 - ☐ Carrying Capacity
 - ☐ Economic/Market - Number of jobs created or number of employees
 - ☐ Environmental: Impervious Surface
- ☒ 13. Exterior Lighting No lighting is included
- ☐ Type
 - ☐ Illuminated Area
 - ☐ Wattage/Intensity
 - ☐ Manufacture's Specifications/Drawings

- ☐ 14. Stormwater & Erosion Control Planning: No altering of stormwater, erosion control plan included.
- ☐ Conceptual Stormwater Plan
- ☐ Preliminary Stormwater Plan
- ☐ Final Stormwater Plan
- ☐ Preliminary Erosion Control Plan
- ☐ Final Erosion Control Plan
- ☐ Erosion Control Measures
- ☒ 15. ☐ List any current, active or closed code violations (local, state or federal, building, planning, wetlands, etc.) code violations on the subject property.
Aware of none
- ☐ 16. Other:

I, Gene Bolante, have received a copy of this Site Design
Please Print Name
 Review Submittal Checklist and understand submittal requirements for the application. Any
 outstanding code violations must be brought into compliance before proceeding with this project.

Signature:  Date: 03-14-2023

ORQMA

NARRATIVE

PROJECT NAME: ORQMA Race Track

OWNER Columbia County, Oregon

APPLICANT: Gene Bolante, Studio 3 Architecture
CONTACT 275 Court Street NE Salem, OR 97304
 971-239-0269
Gene@studio3architecture.com

OWNER
CONTACT: Edward McGlone
 Columbia County Fairgrounds
 503-397-3839 x8139
edward.mcglone@columbiacountyor.gov

LOCATION: The subject property is located at 58892 Saulser Road in St. Helens

MAP ID #: 4201-00-03600

TAX ACCT #: 29259

ZONING: Community Service – Institutional (CS-I)

SITE SIZE: 28,800 sq. ft. site on a ~34.93 acre parcel

REQUEST: To develop a new race track for children on an existing vacant portion of land on the Columbia County Fairgrounds. The intent is to build an initial track (dirt formed) and over time add supporting structures associated with the use.

REVIEW CRITERIA

Columbia County Zoning Ordinance (CCZO)

Section 1000 – Community Service Institutional

Section 1170 – Riparian Corridors

Section 1400 – Off Street Parking and Loading Requirements

Section 1450 – Transportation Impact Analysis

Section 1550 – Type II Site Design Review

County Stormwater & Erosion Control Ordinance

Background:

The applicant has submitted a request for site plan approval with proposing the development of a race track with accessory structures on a 28,800 sq. ft. site in a vacant area of the Columbia County Fairgrounds. The Oregon Quarter Midgets of America (ORQMA) has entered into a lease agreement with the County Fairgrounds to use this site for the proposed development. The larger property on which the race track will be constructed contains 34.93 acres and is addressed at 58892 Saulser Road. The proposed site is directly northwest of the existing River City race track.

The proposed development site is part of the larger Columbia County Fairgrounds complex which contains structures and fields used for various recreational events and institutional uses such as rodeos, carnivals, the yearly Columbia County Fair, and sports. The Fairgrounds spreads across three adjacent parcels zoned as Community Service – Institutional (CS-I) and Community Service – Recreational (CS-R). The parcel on which this development is proposed is split-zoned between the CS-I and CS-R zones, however the development site appears to be fully within the CS-I area.

Timeline:

The applicant would like to develop the race track portion this year and have local racing by early June 2023. The track would be dirt formed. And as the budget permits and over the years the accessory structures would be added.

Team:

ORQMA is a completely volunteer organization, all the funding is provided through annual fees and donations. The services provided by the architect are donated, ORQMA was unable to fund a civil engineer for the project and hopes their architect can help guide them through the process. The building of the track would be by volunteers. The major expense in the track is the type of dirt to be used and be installed somewhat level. Similar to the River City Track on site, however at a much smaller scale.

The track will be built with imported soil specific to racing, the existing soil will be removed up to 12" and the new soil placed. The track will be flat or follow the existing grade as this area is generally flat. The soil does drain, and is typically worked over during each race and within faces also leveled and recompact. On occasion additional track soil may be added over the years to help level out the track. The soil would be imported in one delivery and no stockpiling of track soil will occur onsite. The soil does not contain any contaminants or chemicals that would be harmful to the local environment.

The lease with the fairgrounds indicates the leased portion may be used for temporary parking for the fairgrounds larger events. No other site improvements are planned within the next few years until funds are raised. ORQMA will not and has no desire to pave any areas. The plans provided show an ideal building out of the track area with permanent structures, this would be

our 5 to 10 year goal to have these structures in place as well as a permanent dirt track (one that is not parked on)

As told by the President of ORQMA:

ORQMA, Oregon Raceway Quarter Midget Association, is a non-profit sports club, for the benefit of our members organization. The ORQMA club members are not only about racing, but truly about families recreating together. Up until 2020, our members enjoyed racing on the community playground property of Alpenrose in SW Portland, where a QMA quarter midget car track was built, back in the 50's. The property was home to many other organizations such as bike racing, softball, and theatre, to name a few.

Our organization is 100% volunteer operated. Our members also have volunteered every year to many of Alpenrose's events. The drivers work in the snack shacks, help with the Easter Egg Hunt and then at Christmas work in the Story Book Lane Exhibits, as well as other events when there was a call for volunteer help.

Our schedule usually consists of an 8-10 race series. The schedule is set at the beginning of the year, to compliment the other tracks schedules and events. We integrate our schedule to other QMA tracks in the Pacific Northwest. Those tracks are in Graham and Monroe, WA and Langley, Canada. Our race series is generally between April and September.

When putting the schedule together, usually the fairground or property where the track is held has other events to schedule around. They provide a calendar with "black-out" dates. We do not schedule any events on the black-out dates.

Early in the year, as soon as January or February, ride days are held. This is dependent on the weather. This is an opportunity for the community to come out and let their child drive a car, learn about the sport, and put a smile on a child's face. This event is both a fundraiser for the club as well as a way to grow our club and membership.

Each club puts on a Region race for all clubs to travel to. And often there are other events, such as QMA Speedweek and other "fun" races before a region race at each club track. Each club also gets to put a bid in to hold the Grand Nationals at their track. Drivers from the East Coast have come to our West Coast National Events. The QMA Region 9 Grand National's for 2021 was at the Little Wheels QMA club track, which is located on Frontier Park, (Graham, WA) Pierce County's 72-acre Fairground.

Each club has race fees. Usually, the fees are \$20-25 for the first car, then \$5 less for each additional car class. Those funds go to support the club expenses. Those expenses include the track building and maintenance, awards and trophies for the drivers, radio, scoring systems, etc. All funds raised by the club are used exclusively for the benefit of

the club and drivers. Most families donate time, equipment, and their expertise in their areas of business.

Our members view our club as one big family. At the races, we share engines and parts. Our members share and do what we can to help all the young drivers have a successful day on the racetrack. We are teaching community support while racing.

About QMA:

QMA's national website is <https://quartermidgets.org/>. The website offers a video (<https://quartermidgets.org/videos/>) that does a great job of showing the family team unit and while competitive, the drivers and families work to help each other on and off the track. While there are many non-profit organizations, again, our QMA non-profit status is unique in that it is created for the "benefit of its members" versus some clubs and organizations created for the "benefit of the organization". Therefore, ours is designed for the benefits of our children. While some quarter midget organizations have paid positions within their organization, Quarter Midgets of American does not. None of the National Board or members are paid. Their time is 100% donated to supporting the non-profit clubs around America.

What does a race weekend look like?

Drivers and their families usually arrive on a Friday night. They work on their cars, practice, and help other families out. Saturday morning after Safety and Sign In's are completed, usually by 8:30 AM, a Pit Meeting occurs about 9:00 AM. Then racing begins promptly after the Pit Meeting. After the morning Heats are completed, the American Flag is raised, and the National Anthem is played. Depending on the car count of the race day, most of the Mains are completed around dinner time.

Most members have an RV and would be staying on the grounds for the weekend.

After a day of racing, many would go to town for dinner. Families would enjoy the surrounding area. We would be supporting local businesses. At a minimum restaurant and local gas stations will immediately benefit.

Here is a link to a video made by the Grandparents of one of the local drivers. It shows how everyone comes together and makes our events multi-generational.

<https://www.youtube.com/watch?v=bsRfuaFpPjY>

What do we have to offer?

Our events are free to spectators and is spectator friendly. People of all ages are drawn to the tracks. Many are surprised by the talent of these young drivers. The ability to react quickly to avoid an accident will help these drivers when they are driving on our roads. The ability to read a 10-car line up in 5-6 seconds is learned at an early age and will give them faster response times than the average driver on our roads.

Why are our events free for spectators? This is a non-profit for the benefit of our drivers. This is not a club trying to make a profit. We want our drivers to bring their friends and family. We do not want finances to prevent these learning opportunities.

Grandparents are absolutely tickled to see such family commitments to the sport and have a place to come and enjoy their grandchildren. In fact, often we have three generations of a family all helping to support their driver(s). They have so much to offer!

Our local club members coming to our track whether to practice for a day or a race day weekend, bring economic support to the local community. Often clubs will solicit a local business to support, and the business shares a certain amount of the proceeds, making fund raising mutually beneficial.

We will include membership requirements in our ORQMA Bylaws, for members to volunteer a required number of hours at the Columbia County Fairground, other eligible events you need help for. It could be to come help at your fair or another event you have. To remain a member in good standing without volunteering, clubs usually have a fee to be paid, such as \$250. Without members volunteering, it puts additional strains on other club members families. Our board could review this fee and consult with your board to determine an equitable gain for both organizations. Again, all monies raised go back into our club and the improvements we will be making to the property.

The National QMA has an insurance policy covering all the clubs. We will have an Additional Insured Insurance certificate issued to Columbia County Fairgrounds ISAOA each year.

We would pay fees for camping and power. We can also bring in a port a potty to have trackside for the drivers and handlers. Please see our next page for more information on our impact.

Our National QMA rules include having a fire extinguisher at the track and in each race trailer. We are required to have them displayed at all region and national events as well. In addition fire lanes are maintained for emergency vehicle access.

While our safety gear has protected our drivers, we also make sure we have someone trained in First Aid. Our Vice President, Nate Curry, as well as other members are trained in First Aid through employment requirements.

Our impact and what are we looking for:

A location to build a quarter midget track. The track itself would eventually be permanent.

We would be bringing walls and fencing in to build around our track. These walls are about 3 feet tall and surround the track. And the fencing would be on the outside of the walls. However, to start racing and build our club, we will likely start with hay bales. None of the fencing is permanent.

A judges stand is needed for score keeping and running the race. Eventually, as funding permits, these land improvements would be permanent. A scale house would be in the future as well as a covered staging area for hot days. Again, many of these improvements to the property are years down the road and depend on funding and growth. We would also like to see a storage building which could be a container to move around as needed. We have already received donated cars, which can be used for our ride days.

Ride Days are a significant part of income for most clubs. After the track is built, we will hold a Ride Day event for the Fairground, such as at one of your fairs, to help benefit the fairground and local community. This is an opportunity for young people to come drive a car and learn about the sport.

On a race day, almost every member has a race trailer for their car(s). We would be parking both our race and RV trailers on the property for the race day and most likely for the entire weekend.

At some tracks they have "snack shacks". If the Columbia County Fairground has a vendor(s), we could work with them and provide our race schedule and ride days. We always have hungry drivers and handlers. With 100% volunteer run club, it is hard to prepare meals, put on an event and volunteer trackside.

As ORQMA grows we will be providing financial property improvement to the fairgrounds. Although those cannot be measured today, then can be measured after installation.

The initial impact and change most community members would see is the building of the track and families coming out to practice on non-race days.

Summary of Zoning Requirements:

COLUMBIA COUNTY ZONING ORDINANCE (CCZO)

Section 1000 COMMUNITY SERVICE - INSTITUTIONAL CS – I

1001 Purpose: The purpose of this section is to provide for the review and approval of the location and development of special uses which, by reason of their public convenience, necessity, and unusual character or effect on the neighborhood, may not be suitable for listing with the other sections of this Ordinance. The CSI district is intended to provide a mechanism for the establishment of public and assemblies and public and private institutional facilities. This district is intended to function as a regular district within the Community Service designation.

1002 Permitted Uses:

.7 County fairgrounds

Finding: Given that there is an existing race track on the Fairgrounds parcel to the south of the proposed site, Staff finds that the applicants' proposal can be considered a permitted use in conjunction with the County Fairgrounds complex.

1003 Restrictions and Conditions: These public facilities have a direct impact upon adjoining properties. The Commission shall study each request to establish a new CS-I use and shall attach adequate conditions to the approval of a CS-I use to insure the adverse impact of the institutional use upon the adjoining land uses have been mitigated.

Conditions shall include:

- .1 Landscaping, berming, fencing, or screening. **No new fencing or new landscaping is proposed.**
- .2 Increased off street parking. **We are proposing to utilize existing parking on site. A majority of the ORQMA events will not conflict with other Fairgrounds events per the executed lease between parties.**
- .3 Limitations on the type and amount of external lighting. **The applicant is not requesting exterior lighting. The races occur during the day and all races will end by dusk.**
- .4 Limitations on the number and location of access points which connect with County roads or public ways. **Per the lease the existing access points into the site and to the proposed race track will be utilized, no new accesses into the site are proposed. There is a roadway to the proposed QMA track internally within the existing site that will be utilized for access.**
- .5 The Commission may attach as many conditions, such as setbacks, screening, off-street parking and unloading, construction standards, maintenance an

landscaping requirements, as it deems necessary to protect the public health, safety, welfare, the adjoining property owners, and the public interest.

.6 Within an Urban Growth Boundary, a new CS-I use shall be served by public water and public sewer. The Commission may waive the requirement for the connection to public sewer if it can be shown that the proposed use can be safely served in another manner. In this case, the Commission will require the CS-I use be connected to public sewer when it becomes available to the site.

There are existing public restrooms within walking distance to the site. In addition most of the ORQMA families utilize RV's during their racing which contain bathrooms within them. The water and waste within the RV's remain in the RV and driven away as no dumping on site, this is very common.

.10 Off-street parking shall be provided as required in Section 140. The users typically come in race trailers pulled by RV's or trucks and they remain connected during the race. Occasionally visitors will visit or extended family for observing races for the day.

1005 Standards:

.1 There is no designated minimum lot or parcel size. The Commission shall review each proposal on a case by case basis and determine if the site is adequate for the proposed use. The site plan shall be reviewed and determined if the site meets all the provisions of this Ordinance, including the off-street parking requirements listed in Section 1400.

.2 There are no designated minimum setbacks in this district. The applicant shall submit a letter from the Fire Marshall concerning the necessary setbacks for safety. After reviewing the letter and the adjacent land uses, the Commission shall establish setback requirements for each individual site. An email was sent to CRFR Tad Pedersen with no response, see attached email. We will include fire lane access throughout the site, along with direct access to the track. A turnaround is proposed as the site depth is greater than 150'-0".

Findings: The Commission will review the proposal for all applicable regulations (including off-street parking) and may give preliminary site plan approval with any conditions they attach. The applicant will need to submit documentation from Columbia County Fire & Rescue regarding any required setbacks for fire safety. The Commission may add additional setback requirements during their review of the proposal.

1006 Signs: Signs shall meet the requirements of Section 1300.

Finding: It is unclear at this point if signs are proposed as part of this development. If signs will be utilized, they must comply with the provisions of Section 1300. ORQMA would like to place a small sign at the existing sign located indicating our presence at the fairgrounds, but this will require Columbia County Fairgrounds approval, we have included an image of our preference for sign location.

Section 1170 – Riparian Corridors

According to County GIS maps, there is an unnamed non fish-bearing stream which runs through the eastern portion of the subject property. There are no wetlands associated with this stream.

1171 Purpose.

A. The purpose of this Section is to protect and restore water bodies and their associated riparian corridors, thereby protecting and restoring the hydrological, ecological and land conservation function these areas provide. Specifically, this Section is intended to protect habitat for fish and other aquatic life, protect habitat for wildlife, protect water quality for human uses and for aquatic life, control erosion and limit sedimentation, prevent property damage during floods and storms, protect native plant species, and conserve the scenic and recreational values of riparian areas.

B. This Section meets the above purpose by prohibiting structures and other development from riparian areas around fish-bearing lakes, rivers, streams and associated wetlands, and by prohibiting vegetation removal and/or other vegetative alterations in riparian corridors. In cases of hardship, the Section provides a procedure to reduce the riparian corridor boundary. Alteration of the riparian corridor boundary in such cases shall be offset by appropriate restoration or mitigation, as stipulated in this Section.

C. For the purposes of this Section, “development” includes **buildings and/or structures which require a building permit under the State of Oregon Uniform Building Code, as amended, or any alteration in the riparian corridor by grading, placement of fill material, construction of an impervious surface, including paved or gravel parking areas or paths, and any land clearing activity such as removal of trees or other vegetation.** We are not proposing any disturbance within this area.

1172 Riparian Corridor Standards:

A. The inventory of Columbia County streams contained in the Oregon Department of Forestry Stream Classification Maps specifies which streams and lakes are fish-bearing. Fish-bearing lakes are identified on the map entitled, “Lakes of Columbia County.” A copy of the most current Stream Classification Maps is attached to the Comprehensive Plan, Technical Appendix Part XVI, Article X(B) for reference. The map, “Lakes of Columbia County” is attached to the Comprehensive Plan, Technical Appendix Part XVI, Article X(B), and is incorporated therein. Based upon the stream and lake inventories, the following riparian corridor boundaries shall be established:

4. Other rivers, lakes, streams, and sloughs. Along all other rivers, streams, and sloughs, the riparian corridor boundary shall be **25 feet upland from the top-of-bank**, except as provided in CCZO Section 1172(A)(5), below. **The unnamed creek is concentrated under the tree canopy that exists and in our proposal we are not removing any trees. The unnamed creek is also greater than 50’ from the edge of the tree canopy, it is also significantly at a lower elevation than where the proposed track is to occur.**

1173 Activities Prohibited within the Riparian Corridor Boundary

In addition to the prohibitions in the underlying zone, the following activities are prohibited within a riparian corridor boundary, except as provided for in Sub-sections 1175 and 1176 of this Section:

A. The alteration of a riparian corridor by **grading, placement of fill material, and/or impervious surfaces, including paved or gravel parking areas, or paths, and/or the construction of buildings or other structures which require a building permit under the State of Oregon Uniform Building Code, as amended.**

B. The removal of riparian trees or vegetation No alteration of the riparian corridor will occur.

1175 Permitted Uses and Activities.

B. The following development is allowed within the riparian corridor boundary.

1. Streets, roads, and driveways, if: a. If it is not possible to locate the street, road or driveway outside of the riparian corridor boundary; and b. The street, road or driveway is designed to minimize intrusion into the riparian corridor boundary.
2. Pedestrian walkways, paths and trails.
3. Fencing and signs, not including billboards.
4. Drainage facilities, utilities and irrigation pumps.
5. Water-related and water-dependent uses.
6. New or expanded shoreline stabilization and flood control grading and structures.
7. Portable furniture, and other portable outdoor equipment for the private use of the property owner/resident. For purposes of this subsection, “portable” shall mean that the item is not affixed to the ground, other than with a chain or other lock which is capable of being removed at any time.

Findings: The proposed development will be subject to a 25 foot Riparian Corridor setback measured from top of bank of the non fish-bearing stream. Under the provisions of subsection 1173, neither the race track itself nor any of the accessory structures can encroach into this setback.

Concurrent with Site Design Review Submittal, the application shall include a site plan which accurately identifies the stream’s required 25' Riparian Corridor will not be

compromised/disturbed. The applicant has no intention to be within the riparian corridor or modify it.

Section 1400 – Off Street Parking Requirements

1401 General Provisions: At the time of the erection of a new building, or an addition to an existing building, or any change in the use of an existing building, structure, or land which results in an intensified use by customers, occupants, employees, or other persons, off-street parking and loading shall be provided according to the requirements of this section.

1416 Minimum Required Off-Street Parking Spaces:

Race Track: One space for each 8 seats or 16 feet of bench length.

Findings: Applicant states the new race track will utilize existing fairgrounds parking. Applicant must calculate required spaces in subsection 1416 and submit agreement with the Columbia County Fair Board that these spaces will be available during scheduled racing events. This is a difficult item to generate. We have a lease agreement with the Fairgrounds, that will limit our races to occur when other events are happening at the Fairgrounds, there would be no overlapping of major events with our race days. Therefore parking would not be an issue.

Section 1450 – Transportation Impact Analysis

Section 1450 TRANSPORTATION IMPACT ANALYSIS

1450 Transportation Impact Analysis: A Transportation Impact Analysis (TIA) must be submitted with a land use application if the proposal is expected to involve one or more of the conditions in 1450.1 (below) in order to minimize impacts on and protect transportation facilities, consistent with Section 660-012-0045(2)(b) and (e) of the State Transportation Planning Rule.

- .1 Applicability – A TIA shall be required to be submitted to the County with a land use application if the proposal is expected to involve one (1) or more of the following:
 - A. Changes in land use designation, or zoning designation that will generate more vehicle trip ends.
 - B. Projected increase in trip generation of 25 or more trips during either the AM or PM peak hour, or more than 400 daily trips.
 - C. Potential impacts to intersection operations.
 - D. Potential impacts to residential areas or local roadways, including any non- residential development that will generate traffic through a residential zone.

- E. Potential impacts to pedestrian and bicycle routes, including, but not limited to school routes and multimodal roadway improvements identified in the TSP.
 - F. The location of an existing or proposed access driveway does not meet minimum spacing or sight distance requirements, or is located where vehicles entering or leaving the property are restricted, or such vehicles are likely to queue or hesitate at an approach or access connection, thereby creating a safety hazard.
 - G. A change in internal traffic patterns may cause safety concerns.
 - H. A TIA is required by ODOT pursuant with OAR 734-051.
 - I. Projected increase of five trips by vehicles exceeding 26,000-pound gross vehicle weight (13 tons) per day, or an increase in use of adjacent roadways by vehicles exceeding 26,000-pound gross vehicle weight (13 tons) by 10 percent.
- .2 Consistent with the County's Guidelines for Transportation Impact Analysis (TIA), a landowner or developer seeking to develop/redevelop property shall contact the County at the project's outset. The County will review existing transportation data to establish whether a TIA is required. It is the responsibility of the applicant to provide enough detailed information for the County to make a determination. An applicant should have the following prepared, preferably in writing:
- A. Type of uses within the development
 - B. The size of the development
 - C. The location of the development
 - D. Proposed new accesses or roadways
 - E. Estimated trip generation and source of data
 - F. Proposed study area

If the County cannot properly evaluate a proposed development's impacts without a more detailed study, a TIA will be required. The County will provide a scoping summary detailing the study area and any special parameters or requirements, beyond the requirements set forth in the County's Guidelines for Transportation Impact Analysis, when preparing the TIA.

.3 Approval Criteria. When a TIA is required, a proposal is subject to the following criteria:

- A. The TIA addresses the applicable elements identified by the County Public Works Director and the County's Guidelines for

Transportation Impact Analysis;

- B. The TIA demonstrates that adequate transportation facilities exist to serve the proposed development or, identifies mitigation measures that resolve identified traffic safety problems in a manner that is satisfactory to the County Public Works Director and, when state highway facilities are affected, to ODOT;
- C. For affected non-highway facilities, the TIA establishes that mobility standards adopted by the County have been met; and
- D. Proposed public improvements are designed and will be constructed consistent with County Road Standards and access spacing standards in the Transportation System Plan.

.4 Conditions of Approval.

- A. The County may deny, approve, or approve a proposal with conditions necessary to meet operational and safety standards; provide the necessary right-of-way for improvements; and to require construction of improvements to ensure consistency with the future planned transportation system.
- B. Construction of off-site improvements may be required to mitigate impacts resulting from development that relate to capacity deficiencies and public safety; and/or to upgrade or construct public facilities to County Standards.

Improvements required as a condition of development approval, when not voluntarily provided by the applicant, shall be roughly proportional to the impact of the development on transportation facilities. Findings in the development approval shall indicate how the required improvements directly relate to and are roughly proportional to the impact of development.

Finding: Applicant must submit projected trips generated by this new use. Depending on the number of projected daily trips, Planning Staff may require a TIA submitted concurrent with the Site Design application. We have requested a letter for the anticipated number of trips for a traffic engineer, the letter is included.

Section 1550 – Type II Site Design Review

Proposal meets definition of Type II Site Design Review since it exceeds 5,000 sq. feet.

- 1555 Submittal documents: The following documents, when applicable, are required for a Site Design Review. The scope of the drawings and documents to be included will be determined at the pre- application conference by the Pre-application Conference Committee, and a Site Design Review Submittal

Checklist will be given to the applicant, documenting which items are deemed not applicable or not necessary to determine compliance with County and State standards, with a short explanation given for each item so determined.

- A. History.**
- B. Project narrative.**
- C. Existing site plan.**
- D. Proposed site plan.**
- E. Grading plan.**
- F. Drainage plan.**
- G. Wetland mitigation plan. Goal 5 Resource Protection Plans (streams, wetlands, riparian areas, natural areas, fish and wildlife habitat).**
- H. Landscaping plan.**
- I. Architectural plans.**
- J. Sign drawings.**
- K. Access, parking and circulation plan.**
- L. Impact assessment.**
- M. Site Design Review Submittal Checklist.**

Finding: All of these criteria other than 1555(G) will need to be included in the Site Design Application that is submitted to Land Development Services. Please use the Site Design Review Checklist sent in the follow-up email and use this Pre Application Conference Description as a guide to ensure all documentation is submitted.

Section 1561 of the Zoning Ordinance also provides details of submittal requirements.

1563 Standards for Approval:

The Planning Commission or Director shall make a finding with respect to each of the following criteria when approving, approving with conditions, or denying an application:

A. Flood Hazard Areas: See CCZO §1100, Flood Hazard Overlay Zone. All development in Flood Hazard Areas must comply with State and Federal Guidelines.

B. Wetlands and Riparian Areas: Alteration of wetlands and riparian areas shall be in compliance with State and Federal laws.

C. Natural Areas and Features: To the greatest practical extent possible, natural areas and features of the site shall be preserved.

D. Historic and Cultural sites and structures: All historic and culturally significant sites and structures identified in the 1984 Comprehensive Plan, or identified for inclusion in the County Periodic Review, shall be protected if they still exist.

E. Lighting: All outdoor lights shall be shielded so as to not shine directly on adjacent properties and roads.

F. Energy Conservation: Buildings should be oriented to take advantage of natural energy saving elements such as the sun, landscaping and land forms.

G. Transportation Facilities: Off-site auto and pedestrian facilities may be required by the Planning Commission, Planning Director or Public Works Director consistent with the Columbia County Road Standards and the Columbia County Transportation Systems Plan

ORQMA

MAPS

Gene Bolante

From: Gene Bolante
Sent: Wednesday, December 7, 2022 8:51 PM
To: Pedersenr@crfr.com
Subject: RE: Columbia County Fairgrounds

Sorry Tad autocorrect changed it to Ted and I didn't catch it ...

Gene Bolante, AIA
Studio 3 Architecture
 275 Court Street NE
 Salem, Oregon 97301
 General 503-390-6500
 Direct 971-239-0269

From: Gene Bolante
Sent: Wednesday, December 7, 2022 8:50 PM
To: Pedersenr@crfr.com
Subject: Columbia County Fairgrounds

Hi Ted . . I am hoping you have jurisdiction over Columbia County Fairgrounds? I am assisting Oregon QMA in establishing a new race track at the Columbia County Fairgrounds. QMA recently entered into a lease with the fairgrounds to place a new track adjacent to the River City Track, but with different access points. In our pre-app the Planner asked we reach out to you.

There are no designated minimum setbacks in this district. The applicant shall submit a letter from the Fire Marshall concerning the necessary setbacks for safety. After reviewing the letter and the adjacent land uses, the Commission shall establish setback requirements for each individual site

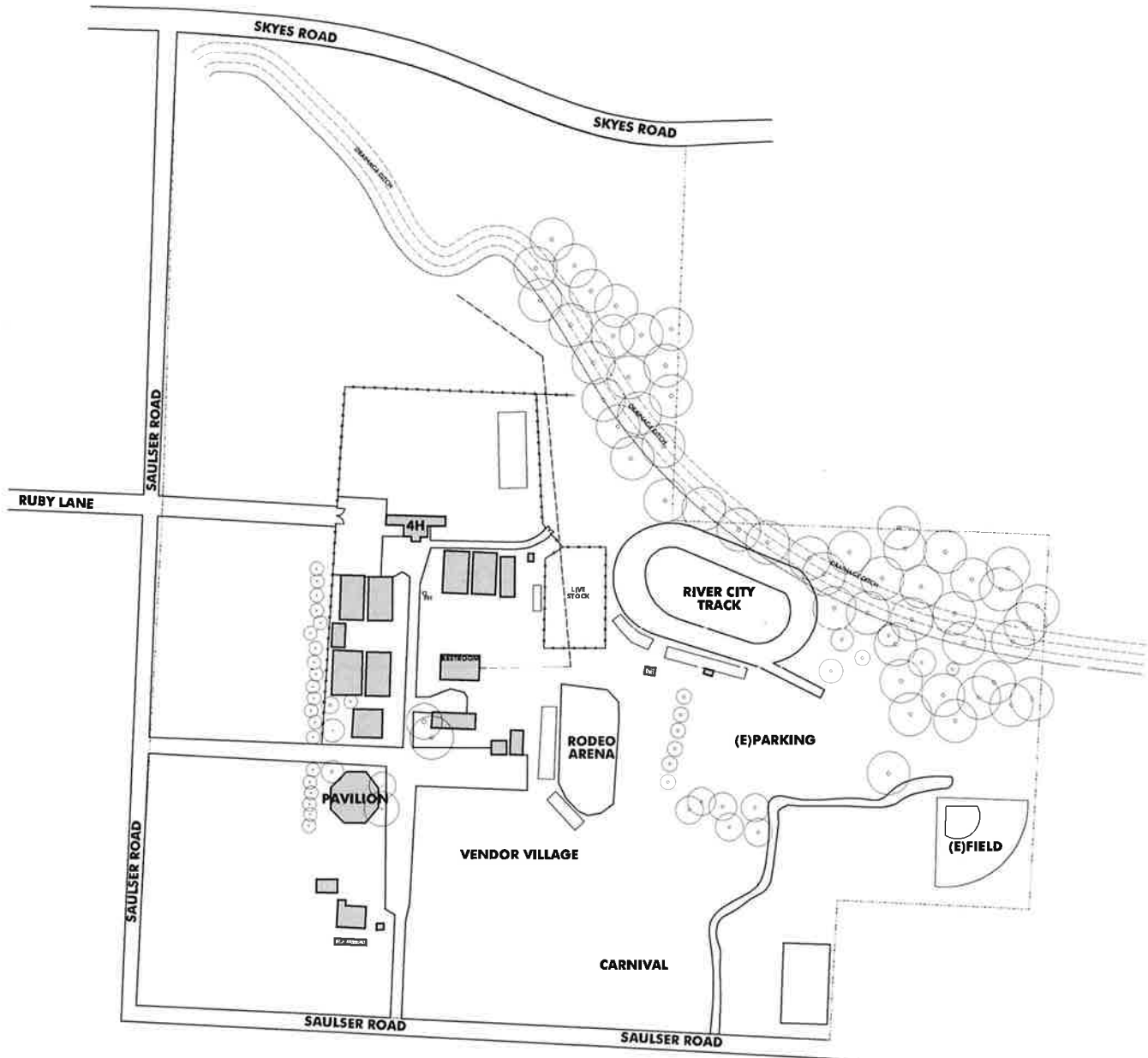
We previously had a race track at Alpenrose, which unfortunately the land was sold and the race track had to move. My kids raced at Alpenrose and a number of other tracks on the west coast, so fire lanes, ambulance access and fire prevention we exercised often. They typically provide direct access to the race track itself and then through the parking areas, fire extinguishers in the race trailers, fuel in approved containers.

I attached a few drawings to help.

Please let me know what else you might need.

Thanks!

Gene Bolante, AIA
Studio 3 Architecture
 275 Court Street NE
 Salem, Oregon 97301
 General 503-390-6500
 Direct 971-239-0269

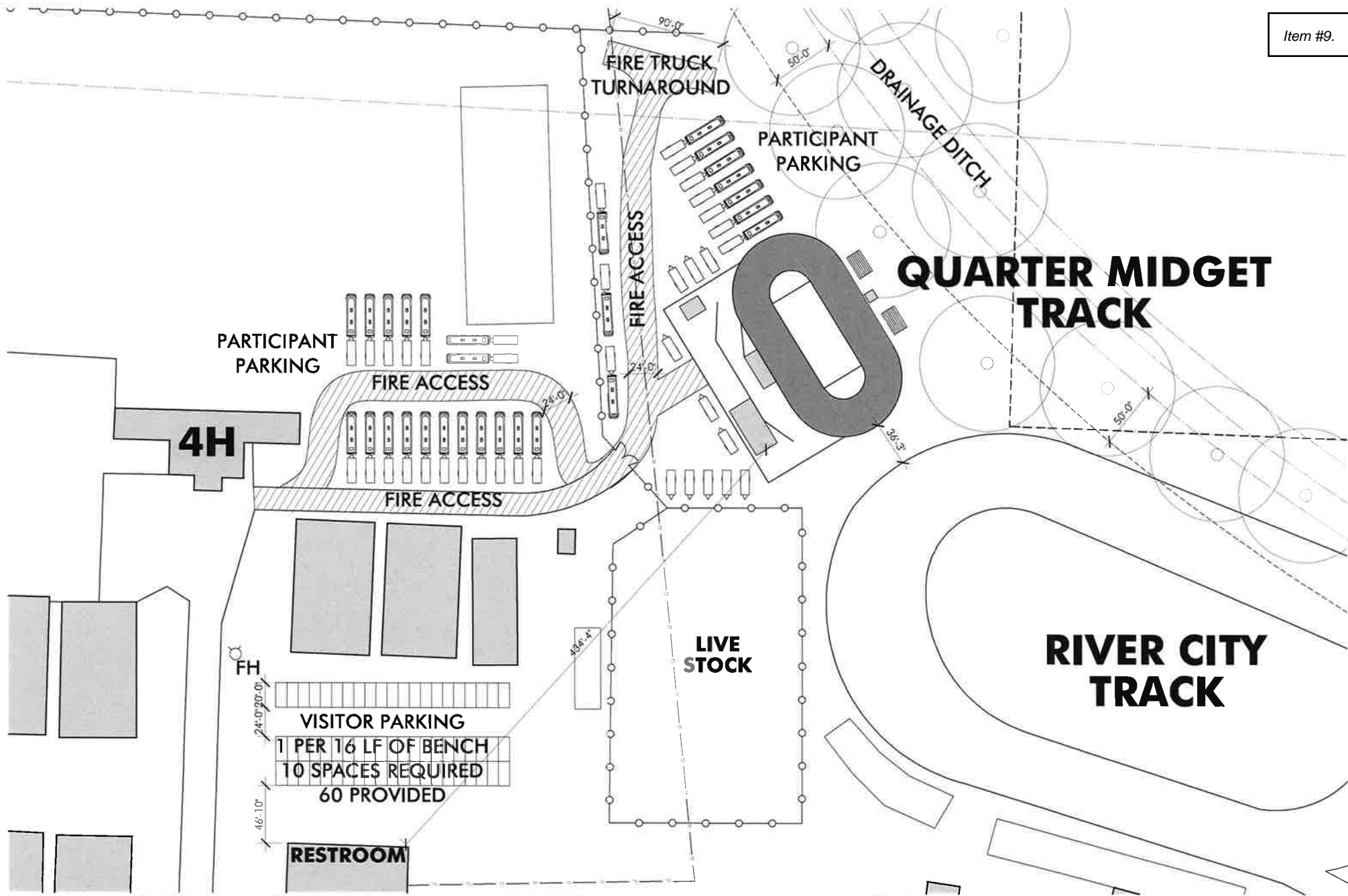


COLUMBIA COUNTY EXISTING SITE PLAN

1:400 @ 8 1/2 x 11

MARCH 14, 2023





COLUMBIA COUNTY - SITE PLAN PROPOSED QUARTER MIDGET RACE TRACK

1:50 @ 8 1/2 x 11

MARCH 15, 2023

Columbia County Web Map



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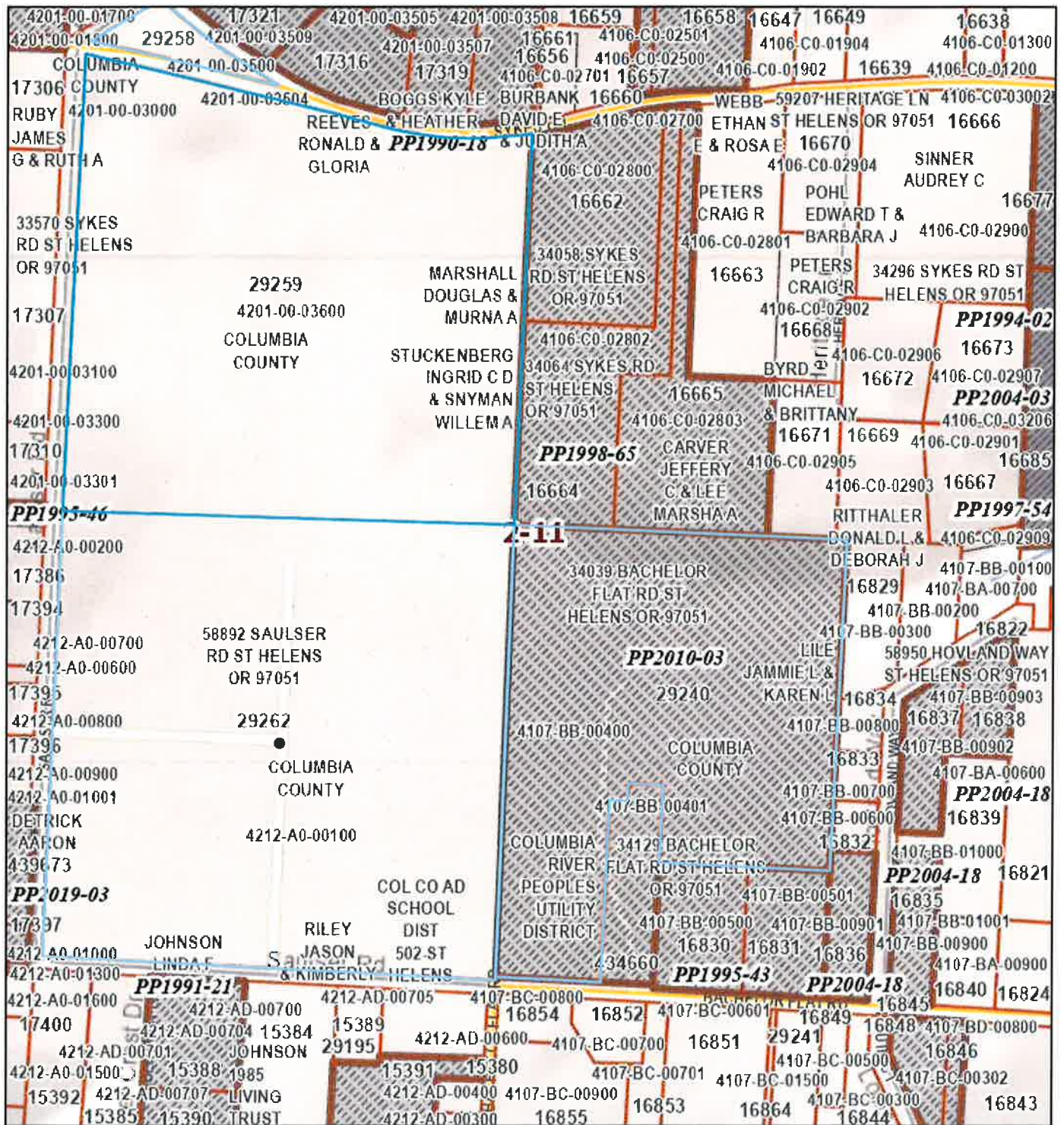
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- Override 1
- Taxlots
- Township & Range
- Sections
- Minor Roads
- Arterial Roads
- Streams
- Red: Band_1
- Green: Band_2
- Blue: Band_3



National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

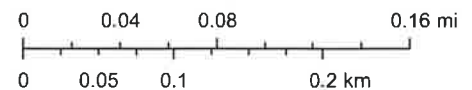
Columbia County Web Map



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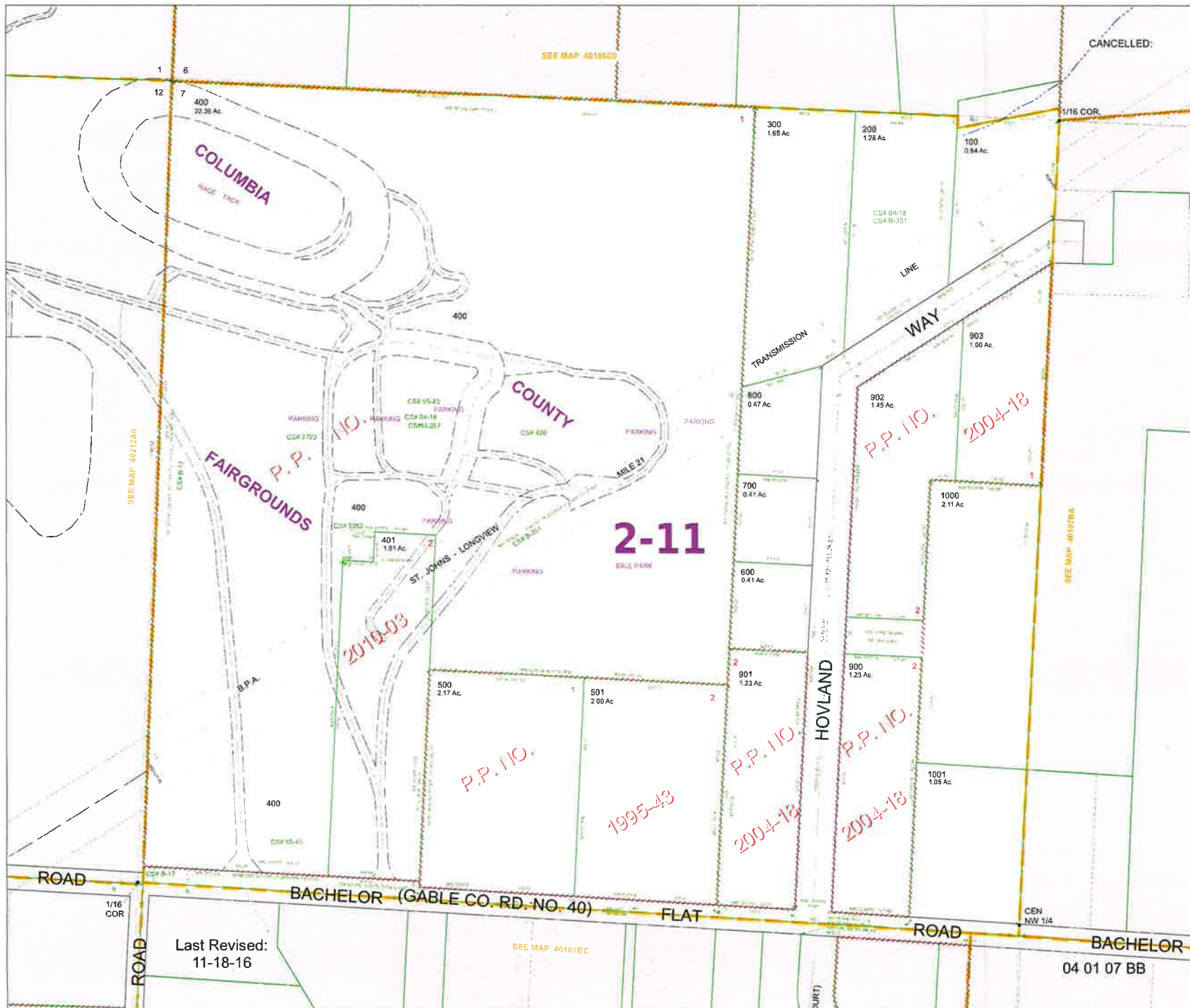
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|  | Override 1 |  | Account Labels |
|  | Tax Codes |  | Taxlot Labels |
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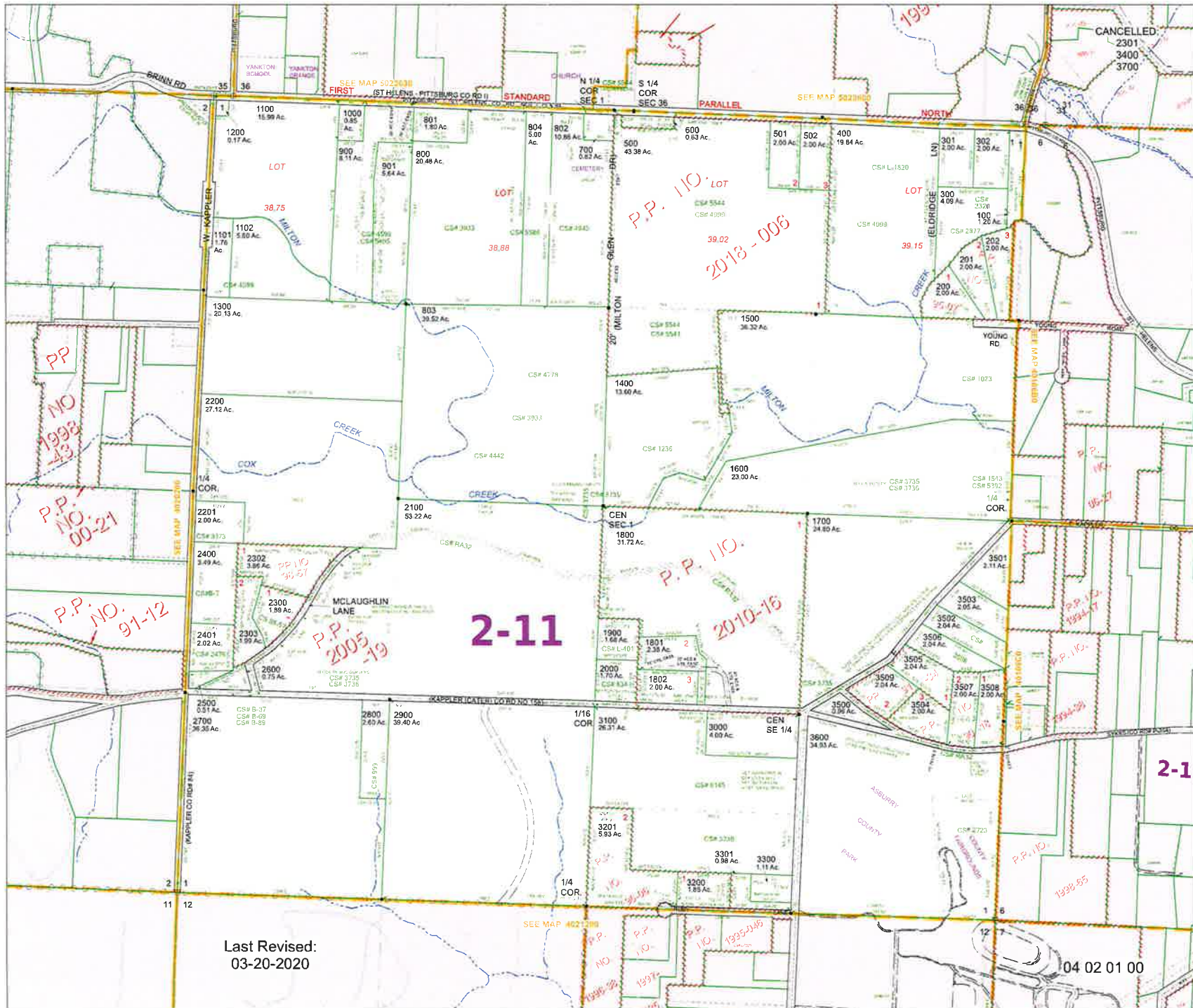
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COLUMBIA COUNTY

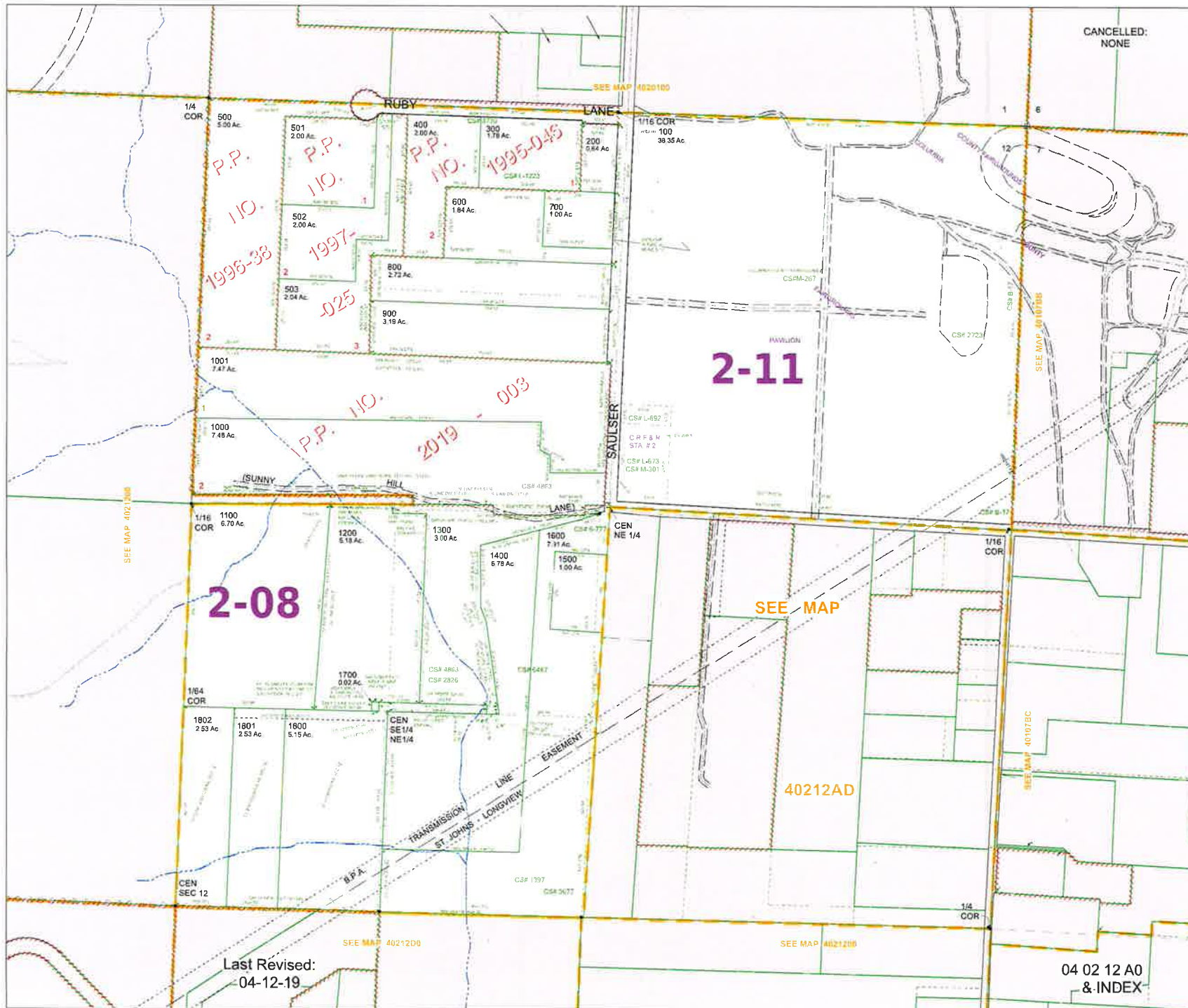
$$1'' = 100'$$


COLUMBIA COUNTY

1" = 400'



Last Revised:
03-20-2020

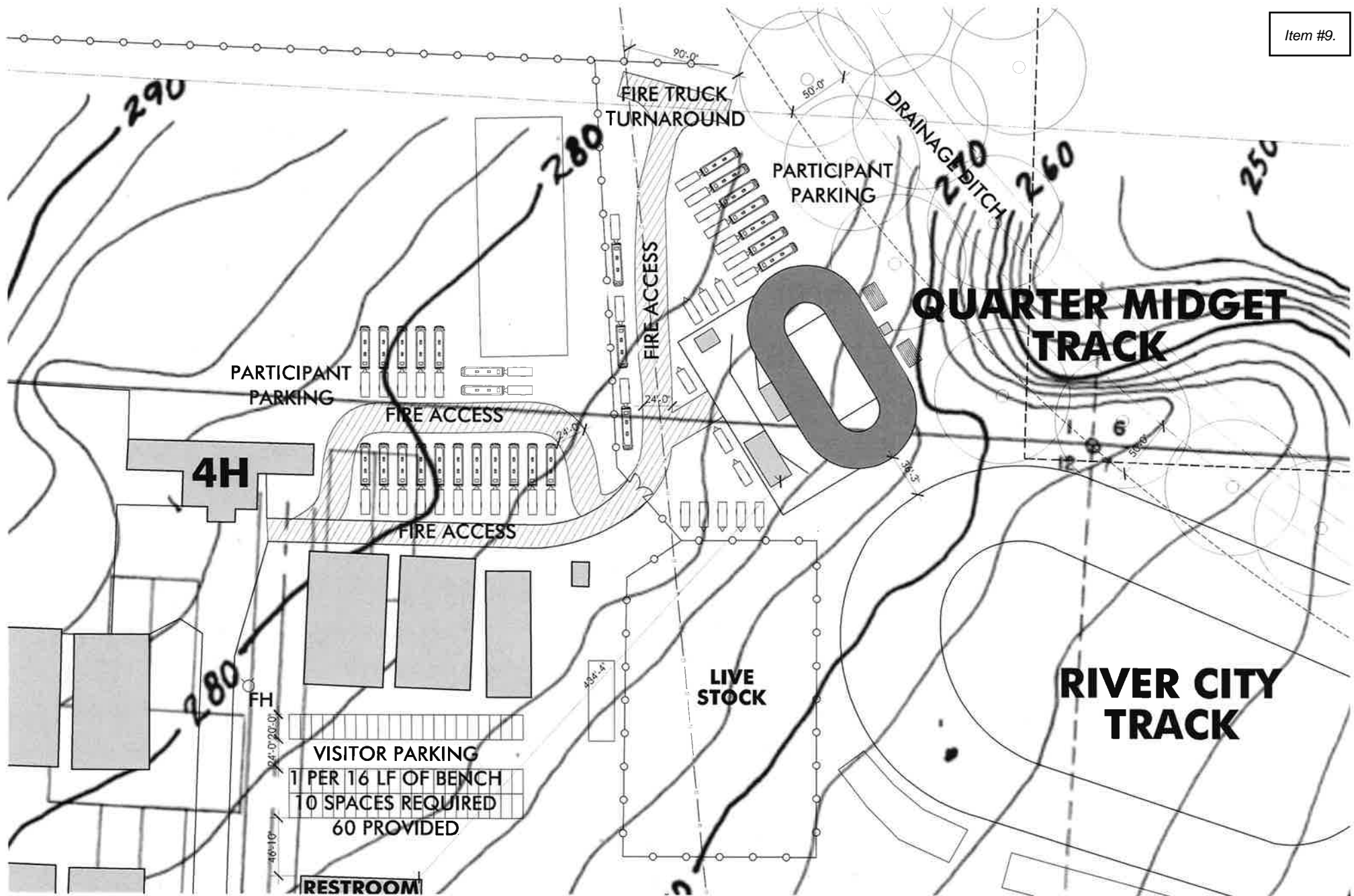


ORQMA

EXISTING &
PROPOSED
SITE PLANS

ORQMA

GRADING PLAN



COLUMBIA COUNTY - GRADING PLAN PROPOSED QUARTER MIDGET RACE TRACK

1:50 @ 8 $\frac{1}{2}$ x 11

MARCH 15, 2023

ORQMA

DRAINAGE PLAN

(NOT INCLUDED, NO
DRAINAGE PATTERNS
ALTERED)

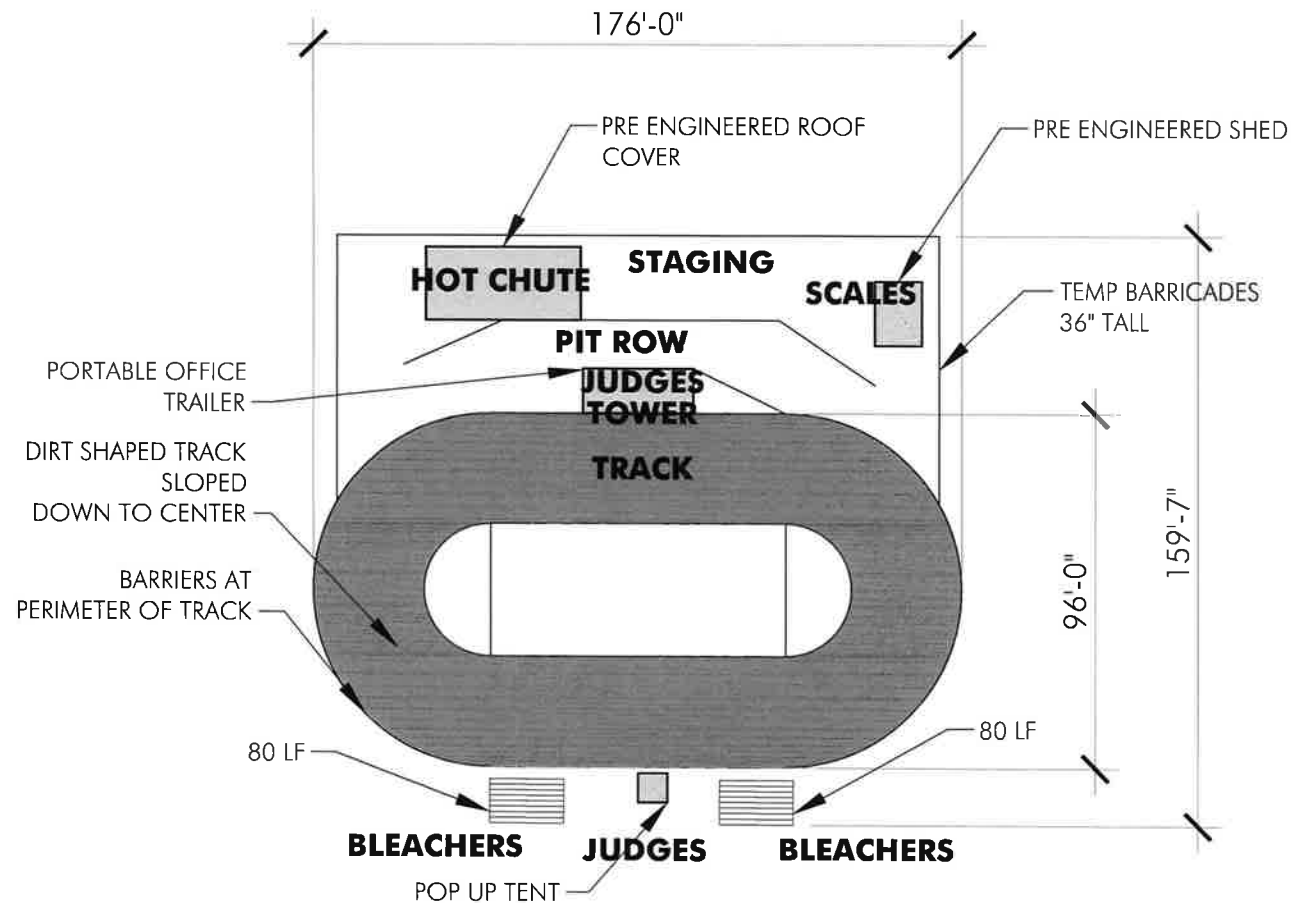
ORQMA

LANDSCAPE PLAN

(NOT INCLUDED, NO
LANDSCAPING
PROPOSED)

ORQMA

ARCHITECTURAL PLANS

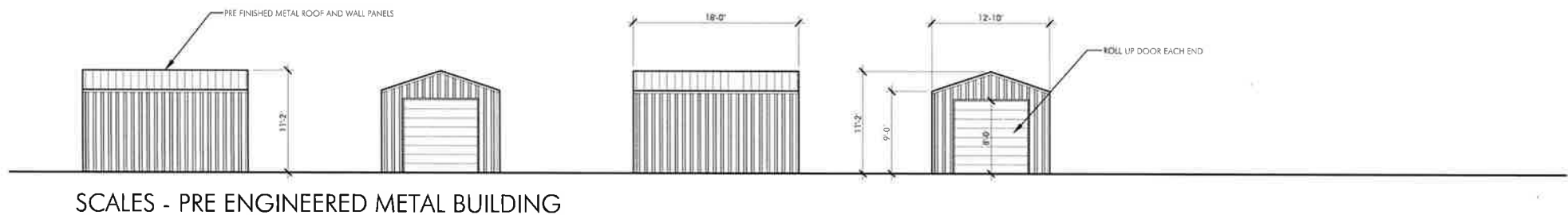
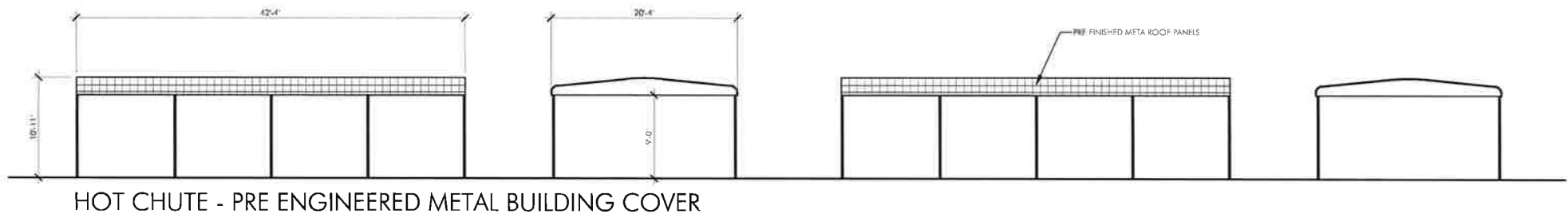
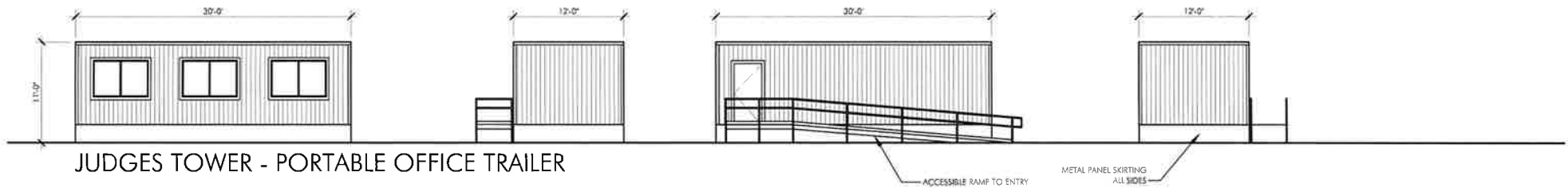


COLUMBIA COUNTY - SITE PLAN PROPOSED QUARTER MIDGET RACE TRACK

1:50 @ 8 1/2 x 11

JAN 16, 2023





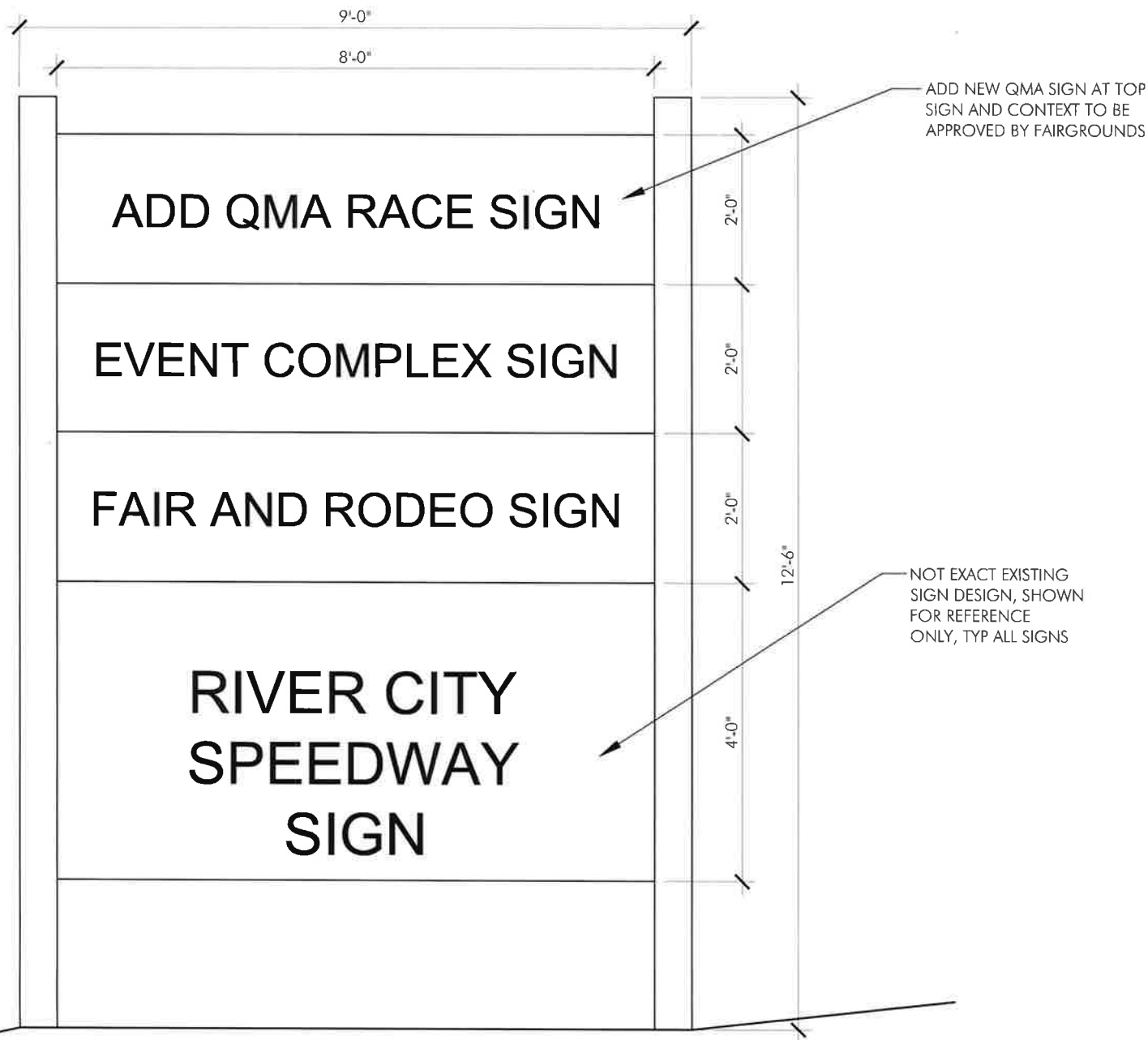
COLUMBIA COUNTY FAIRGROUNDS PROPOSED BUILDINGS

$\frac{1}{8}" = 1'-0" @ 8 \frac{1}{2} \times 11$

JAN 15, 2023

ORQMA

SIGN PLAN



EXISTING SIGN AT MAIN ENTRY

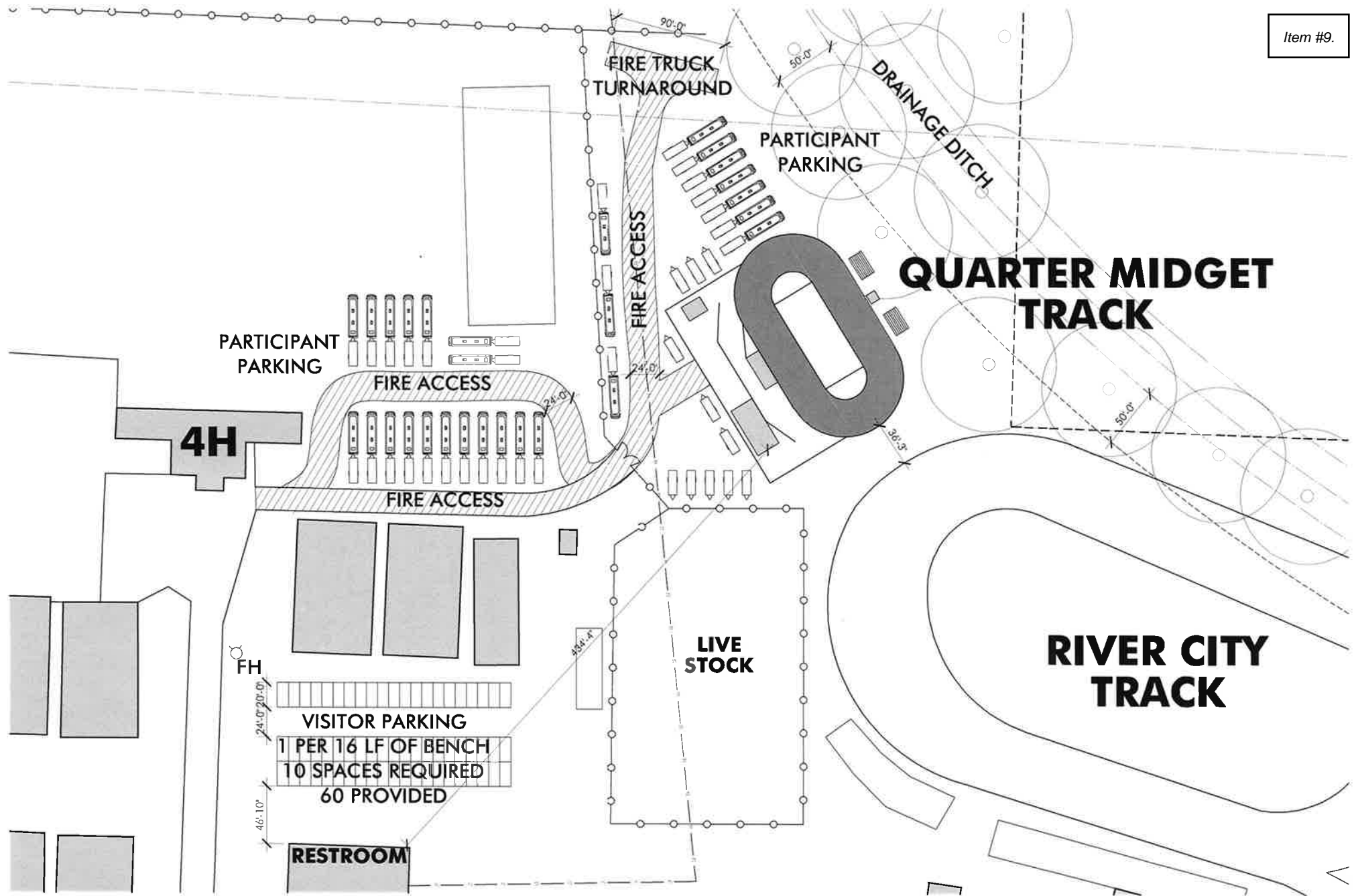
COLUMBIA COUNTY FAIRGROUNDS PROPOSED SIGN ADDITION

JAN 15, 2023

1' 0" @ 8 1/2 x 11

ORQMA

ACCESS/ PARKING/ CIRCULATION PLAN



COLUMBIA COUNTY - SITE PLAN PROPOSED QUARTER MIDGET RACE TRACK

1:50 @ 8 $\frac{1}{2}$ x 11

MARCH 15, 2023

ORQMA
PRELIMINARY AND
FINAL STORMWATER
PLANS

(NOT INCLUDED, NO
GRADING ALTERED,
NO STORM AREAS
ALTERED)

ORQMA

PRELIMINARY AND
FINAL EROSION
CONTROL PLANS

EROSION CONTROL
FENCING DURING TRACK BUILDING

EXISTING PRESSURIZED
SS LINE, PROTECT

NOTE:
ALL WORK
OCCURS DURING
DRY SEASON. NO
WET WEATHER
CONSTRUCTION.

50'-0" FROM TOP OF BANK

WAGE DITCH

**QUARTER MIDGET
TRACK**

COLUMBIA COUNTY - EROSION CONTROL PLAN PROPOSED QUARTER MIDGET RACE TRACK

1:100 @ 8 1/2 x 11

MARCH 15, 2023

ORQMA

TRAFFIC LETTER



February 22, 2023

Studio 3 Architecture
Attention: Gene Bolante, AIA
275 Court Street NE
Salem, Oregon 97301

Re: **Oregon Raceway Quarter Midget Association**
58892 Saulser Road, St. Helens (Columbia County), Oregon
Traffic Impact Study (TIS)

C&A Project Number 20221202.00

Dear Mr. Bolante,

This Traffic Impact Study (TIS) letter supports the proposed construction of a quarter midget racetrack with accessory structures at the Columbia County Fairgrounds in St. Helens, Oregon, and addresses Columbia County and Oregon Department of Transportation (ODOT) transportation analysis requirements. The following items are specifically addressed:

1. Property Description and Proposed Development
2. Study Parameters
3. Development Trip Generation
4. Summary

1. PROPERTY DESCRIPTION AND PROPOSED DEVELOPMENT

The subject Columbia County Fairgrounds property is located at 58892 Saulser Road in St. Helens, Oregon. It is described as tax lot 3600 on Columbia County Assessor's Map 4201-00.

The proposed Oregon Raceway Quarter Midget Association (ORQMA) development includes a quarter midget racetrack with accessory structures and is located on an undeveloped portion of the 34.93-acre Columbia County Fairgrounds property directly northwest of the existing River City racetrack.

The property is currently zoned Community Service – Institutional (CS-I), and the proposed development is allowed use.

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2. STUDY PARAMETERS

The subject land use action is for a specific development application consistent with the existing CS-I zone designation; therefore, this TIA addresses the following criteria:

Columbia County Zoning Ordinance (CCZO) Section 1450 states,

“Transportation Impact Analysis: A Transportation Impact Analysis (TIA) must be submitted with a land use application if the proposal is expected to involve one or more of the conditions in 1450.1 (below) in order to minimize impacts on and protect transportation facilities, consistent with Section 660-012-0045(2)(b) and (e) of the State Transportation Planning Rule.

1. *Applicability – A TIA shall be required to be submitted to the County with a land use application if the proposal is expected to involve one (1) or more of the following:*
 - A. *Changes in land use designation, or zoning designation that will generate more vehicle trip ends.*
 - B. *Projected increase in trip generation of 25 or more trips during either the AM or PM peak hour, or more than 400 daily trips.*
 - C. *Potential impacts to intersection operations.*
 - D. *Potential impacts to residential areas or local roadways, including any non- residential development that will generate traffic through a residential zone.*
 - E. *Potential impacts to pedestrian and bicycle routes, including, but not limited to school routes and multimodal roadway improvements identified in the TSP.*
 - F. *The location of an existing or proposed access driveway does not meet minimum spacing or sight distance requirements, or is located where vehicles entering or leaving the property are restricted, or such vehicles are likely to queue or hesitate at an approach or access connection, thereby creating a safety hazard.*
 - G. *A change in internal traffic patterns may cause safety concerns.*
 - H. *A TIA is required by ODOT pursuant with OAR 734-051.*
 - I. *Projected increase of five trips by vehicles exceeding 26,000-pound gross vehicle weight (13 tons) per day, or an increase in use of adjacent roadways by vehicles exceeding 26,000-pound gross vehicle weight (13 tons) by 10 percent.”*

Oregon Administrative Rule (OAR) Section 660-012-0045(2)(b) and (e) states,

“Implementation of the Transportation System Plan

- (2) *Local governments shall adopt land use or subdivision ordinance regulations, consistent with applicable federal and state requirements, to protect transportation facilities, corridors, and sites for their identified functions. Such regulations shall include:*
 - (b) *Standards to protect the future operation of roads, transitways, and major transit corridors;*
 - (e) *A process to apply conditions to development proposals in order to minimize impacts and protect transportation facilities, corridors, or sites;”*

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3. DEVELOPMENT TRIP GENERATION

The proposed ORQMA racetrack use has a unique business nature with seasonal fluctuation in operations and trip generation. Data for the proposed use is not available in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition – or any edition, and published data for comparable uses/developments (other than the Applicant's) do not exist. As such, development trip generation is estimated using Applicant-provided data.

The ORQMA schedule typically consists of an 8-10 race series occurring on weekends (Friday – Sunday) from April through September. The schedule is set at the beginning of the year and complements the schedules and events at other Pacific Northwest tracks located in Graham and Monroe, Washington, and in Langley, Canada. The Columbia County Fairgrounds administration also provides a list of the calendar “black-out” dates when the ORQMA cannot schedule events to prevent fairgrounds user conflicts.

The ORQMA proposes using the existing parking area south of the existing River City track. While there may be an occasional event overlap at both tracks, most events will occur at different times, and the existing parking area is sufficient to accommodate all attendees.

Based on the ORQMA race schedule, very little weekday trip generation will occur during the 7:00-9:00 AM or 4:00-6:00 PM peak periods, except for an occasional Friday evening. Based on historic ORQMA participation/attendance, it is also anticipated there will be fewer than 400 daily trips on event days, further noting these events occur on weekend days and evenings when background transportation system volumes are typically low.

The intent of CCZO Section 1450 and OAR Section 660-012-0045(2)(b) is to prevent significant development impacts to the transportation system (without appropriate mitigation) during peak system operating hours – which typically occur from 7:00-9:00 AM and 4:00-6:00 PM on mid-weekdays. Given the size and occurrence frequency of the proposed ORQMA use, and the low background transportation system traffic volumes on weekend days and evenings, it is not anticipated that the ORQMA use will significantly impact the transportation system.

Overall, the existing transportation facilities at the Columbia County Fairgrounds and the adjacent public roadway system are adequate to accommodate the proposed ORQMA use.

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4. SUMMARY

The following conclusions are based on the materials contained in this analysis.

1. The proposed Oregon Raceway Quarter Midget Association (ORQMA) racetrack and accessory structures are located on an undeveloped portion of the Columbia County Fairgrounds property directly northwest of the existing River City racetrack. The ORQMA will use the existing parking area south of the existing River City track.
2. The property is currently zoned Community Service – Institutional (CS-I), and the proposed development is allowed use.
3. Based on the ORQMA race schedule, very little weekday trip generation will occur during the 7:00-9:00 AM or 4:00-6:00 PM peak periods, except for an occasional Friday evening. Based on historic ORQMA participation/attendance, it is also anticipated there will be fewer than 400 daily trips on event days, further noting these events occur on weekend days and evenings when background transportation system volumes are typically low.
4. Given the size and occurrence frequency of the proposed ORQMA use, and the low background transportation system traffic volumes on weekend days and evenings, it is not anticipated that the ORQMA use will significantly impact the transportation system.
5. The existing transportation facilities at the Columbia County Fairgrounds and the adjacent public roadway system are adequate to accommodate the proposed ORQMA use.

Sincerely,



Christopher M. Clemow, PE, PTOE
Transportation Engineer



RENEWS 31 DEC 2023

ORQMA

ORQMA AND
FAIRGROUNDS LEASE

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LICENSE AGREEMENT
by and between the Columbia County Fair Board and
OREGON RACEWAY QUARTER MIDGET ASSOCIATION (ORQMA)

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, acting by and through its FAIR BOARD, ("County"), and OREGON RACEWAY QUARTER MIDGET ASSOCIATION (ORQMA), an Domestic Nonprofit Corporation ("Licensee").

RECITALS:

WHEREAS, pursuant to ORS 565.230, the Columbia County Fair Board ("Fair Board") has the exclusive management of the Columbia County Fairgrounds ("Fairgrounds") located at 58892 Saulser Road, St. Helens, Oregon 97051; and

WHEREAS, Licensee wishes to secure the use of a portion of the Fairgrounds to construct a Quarter Midget Race Facility including a Racetrack and related structures as showed in Exhibit B (the "Facility") and thereafter hold QUARTER MIDGETS OF AMERICA, INC. ("QMA") sanctioned Quarter Midget Races and related ORQMA events; and

WHEREAS The Fair Board is willing to permit such use, on the terms and conditions set forth in this Agreement;

AGREEMENT:

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

I. EFFECTIVE DATE

This Agreement is effective on the date last signed below.

II. PROPERTY SUBJECT TO LICENSE

The property licensed under this Agreement includes:

- A. A portion of the Fairgrounds located in the approximate area shown on the attached Exhibit A, that is sufficiently large to accommodate the improvements shown in Exhibit B. This area is hereinafter referred to as the "Track Area";
- B. The roadway between the Track Area and Gate 5, hereinafter referred to as the "Gate 5 Access";
- C. Parking areas as designated by the Fair Board; and

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D. Camping areas as designated by the Fair Board.

Such areas are hereinafter referred to as the "Property."

III. LICENSE TO CONSTRUCT

- A. On the terms and conditions set forth below, the Fair Board grants Licensee, its employees, agents, independent contractors, and invitees a license to build the Facility in the Track Area:
1. Licensee shall bear all costs for the construction and maintenance of the Facility.
 2. Licensee is required at its own expense to meet all applicable regulatory requirements in constructing to Facility including obtaining all required permits, licenses and approvals. By executing this document, the County does not warrant that any permits, licenses or approvals shall be issued or waived.
 3. The Facility shall be constructed to meet all standards of Quarter Midgets of America ("QMA").
 4. The Gate 5 Access shall be used for all Construction ingress and egress. Licensee shall be responsible for maintaining the Gate 5 Access in good repair and in a condition sufficient for its use for construction purposes. Licensee shall be responsible for locking Gate 5 once it has completed construction operations for the day.
 5. Licensee has been advised that limited utilities are currently available at the proposed location of the Facility that that those utilities are shared with other activities on the fairgrounds. Any enhancements to existing utilities needed to serve the Facility shall be at the sole expense of Licensee.
 6. Licensee shall construct the Facility in such a manner so as to assure the safety of all participants, spectators and bystanders.
 7. All improvements constructed by Licensee become the exclusive property of Columbia County. Licensee shall be entitled to no additional compensation for the construction of these improvements beyond this License.
 8. Licensee shall remove no existing fencing on the Fairgrounds without the express written permission of the Fair Board.

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9. Licensee is aware of the Fair Board's intention to make use of the property during the Blackout period provided for in Section IV (B) of this agreement. Consistent with this intent, all structures placed upon the property shall be constructed in such a manner that they can be removed during the Blackout period.

IV. LICENSE TO USE

A. License. On the terms and conditions set forth below, the Fair Board grants Licensee, its employees, agents, independent contractors, and invitees a license to use the Property on dates approved by the Fair Board: This license is non-exclusive. On dates approved by the Fair Board, Licensee shall have exclusive use of the Property, with the exception of the Gate 5 Access, for which it will have shared use. The Fair Board reserves the right to exclusive use of the Property on all other dates.

Unless otherwise directed by the Fair Board in a specific instance, ingress and egress to the Property shall be by way of the Gate 5 Access. Licensee shall be responsible for locking Gate 5 once it has completed operations for the day.

B. Permitted Use. Licensee is permitted to use the Property to hold QMA sanctioned quarter midget automobile races ("Races") and related ORQMA events. In addition, Licensee is permitted to use the Property for camping, setup, cleanup and other activities incidental to holding Races and related ORQMA events. The Races, ORQMA events, and related permitted activities are hereinafter collectively referred to as "Events".

By April 1 of each year Licensee shall provide the Fair Board with a calendar of events for the 12 month period commencing May 1. Licensee will update that calendar with the Fair Board on at least a monthly basis. Races shall be conducted on no more than 16 weekends per 12 month period, on dates specifically authorized in advance by the Fair Board. Absent express written permission, no Event shall be scheduled during the Columbia County Fair and Rodeo or within two weeks of the start or end of the Columbia County Fair and Rodeo, hereinafter referred to as the "Blackout Period".

Upon request of Licensee, the Fair Board, in its sole discretion, may permit Races to take place on more than 16 weekends per calendar year or during the Blackout Period. Licensee acknowledges and understands that all due respect will be given any other engagements booked for the Fairgrounds.

Licensee shall have the right to bring equipment and materials onto the Property as of the commencement of the Term and, unless otherwise agreed to by the Fair Board, shall remove all such equipment and materials and vacate the Property as provided in Section XIII. A of this Agreement no later than the expiration of this Agreement.

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C. Restrictions on Use. In connection with the activities contemplated in this Agreement, Licensee shall, and shall cause its employees, agents, independent contractors and Event participants to:

1. Conform to all applicable laws, regulations, ordinances, rulings, and licensing requirements of any public authority relating to Races or the Property, the use thereof, or any activity thereon. In particular, Licensee shall, and shall cause its employees, agents, independent contractors, and participants in its Races to, comply with the Noise Control Regulations of the Department of Environmental Quality, in particular, OAR 340-035-0015 and OAR 340-035-0040. Licensee also specifically agrees to abide by any rules adopted by the County or Fair Board in connection with the use of the Fairgrounds.
2. Conform to all rules and regulations relating to the use of the Fairgrounds.
3. Refrain from any activity that would make it impossible to insure the Property against casualty, would increase the insurance rate, or would prevent the Fair Board from taking advantage of any reduced premium rates for long-term fire insurance policies, unless Licensee pays the additional cost of the insurance.
4. Not load the electrical system or floors of any structure on the Property beyond a reasonable and safe level.
5. Not make any marks on or attach any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of any structure on the Property without the written consent of the Fair Board. The Fair Board consents to the Licensee's placement of banners, sponsor signs, and other marketing on structures within the Track area, including the infield, grandstands, and concession stands.
6. Not use any part of the Fairgrounds other than the designated Property.
7. Not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under, the Fairgrounds. Further, with the exception of those petroleum products necessary to the operation of race vehicles, not cause or permit any Hazardous Substance to be used or brought onto the Property.

Prior to the expiration or earlier termination of this License, Licensee shall remove all Hazardous Substances that may have been brought onto the Property.

The term "Environmental Laws" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or

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the environment.

The term "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Prior to commencement of the operation permitted, Licensee shall complete an on-site mitigation plan ("Plan"). The Plan shall provide for Hazardous Substance spill removal procedures. The Plan shall provide for all equipment necessary for Hazardous Substance spill removal. The Plan shall also provide baseline test results for petroleum products. The Plan shall be submitted to and approved by the Fair Board prior to commencement of the Term.

8. Not sell or issue tickets for any one of the Events in excess of 1500, or allow admissions in excess of 1500 (exclusive of Event and security personnel including Race participants) to each of the Events. Upon request, the Fair Board in its sole discretion may wave this limitation for a specific Event. Any such wavier must be in writing.
9. Clean up the Property after each Event, pick up and remove all litter and garbage, repair all damage, remove all graffiti, and in all respects return the Property to first class condition.
10. Prevent the travel of vehicles on and through wetlands on the Property and manage pedestrian travel, if any, across the wetlands in a manner which prevents damage to the wetlands.
11. Ensure that all campers pay camping fees according to then current camping rates established by the Fair Board. Camping on the Fairgrounds shall be subject to the supervision of the Camping Superintendent. Licensee shall make restroom facilities available to campers at all times.
12. Ensure that all racers, other participants, staff, volunteers, and spectators and their legal guardians (if under the age of 18) sign a Release of Liability against Columbia County, the Columbia County Fair Board, and their officers, agents, and employees for their use of the Property. The waiver shall include the following language:

"Racer/Participant/Spectator/Staff/Volunteer (circle one) and legal guardian for
Racer/Participant/Spectator/Staff/Volunteer (if under the age of 18), shall indemnify, defend, save, and hold harmless Columbia County, the Columbia County Fair Board and their officers, agents and employees, from any and all claims,

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suits or actions of any nature, including claims of injury to Racer, Participant, Spectator, Staff, Volunteer, or to any other person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Racer, Participant, Spectator, Staff and/or Volunteer and/or the Oregon Quarter Midget Association, its officers, agents and/or employees arising out the performance of this Agreement."

13. Ensure that all structures placed upon the Property by Licensee are removed prior to the start of the Blackout period provided under Section IV (B) of this agreement. Such structures may be returned to the Property following the end of the Blackout Period. The requirements of this paragraph shall not apply to one storage container and one trailer stored at a location on the Fairgrounds approved by the Fair Board. During this time licensee may also store the walls of the track at the canyon edge. The Fair Board and Columbia County shall have no liability for any loss of damage to items left on the Fairgrounds.

V. TERM AND FEE

- A. Term. This Agreement shall commence at 12:01 a.m. on September 1, 2022, and shall expire at 11:59 P.M. on October 31, 2027, ("Term"). The Term of this Agreement will renew annually thereafter for up to three (3) additional one (1) year terms unless either party provides the other Party their notice of intent not to renew the contract at least 60 days before the then current Term expires.
- B. Fee. Licensee shall pay the Fair Board the following fees for each day of each Event for the use of the Property:
 1. A License fee in the amount of \$ 0.00;
 2. A parking fee in the amount of \$10.00 per vehicle, per day parked on the Property. A vehicle with a towed trailer shall be considered one vehicle for the purpose of this fee;
 3. A camping fee for each campsite in use on the Property according to the then current camping rates established by the Fair Board.

Licensee shall pay these fees within five (5) days after each Event, along with an accounting of the parking and camping fees.

VI. COVID-19

Licensee shall comply with all applicable state and local COVID-19 related regulations and guidance, and all federal mandates.

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VII. RIGHTS AND RESPONSIBILITIES

- A. Permits and Licenses. Licensee, at its sole expense, shall apply for and obtain all necessary permits and licenses, pay all charges and fees, and give all notices necessary for its use of the Property.
- B. Payment of Other Fees. Licensee shall also pay the following:
1. All governmental taxes or fees imposed on or as a result of Licensee's activities;
 2. The cost of all insurance Licensee is required to obtain under this Agreement; and
 3. Costs of the following personnel and/or services: Sheriff's deputies, reserve and/or posse, and other public safety and security personnel, by separate contract.
- C. Repair by Licensee. Licensee, at its sole expense, shall keep the Property in first-class repair, operating condition, working order, and appearance. "Repair" includes, but is not limited to keeping the property free from all hazardous substances, as defined herein. If Licensee fails or refuses to make repairs required by this section, the Fair Board may make the repairs and charge the actual costs of repairs to Licensee. Such expenditures by the Fair Board shall be reimbursed by Licensee on demand together with interest at the rate of 10% per annum from the date of expenditure by the Fair Board. Licensee's obligations under Section of the Agreement continue beyond termination of this Agreement.
- D. Fair Board's Maintenance and Inspection of Property. Licensee acknowledges and agrees that during the Term, including during each of the Events, the Fair Board and its officers, agents and employees shall be entitled to perform repairs and maintenance on the Property and other structures or facilities located at the Fairgrounds, and to inspect the Property to determine Licensee's compliance with this Agreement. Licensee agrees that it, its officers, agents and employees, and Race participants will follow the instructions of the Fair Board with respect to such matters. The Fair Board agrees that its activities will not cause unreasonable interference with use of the Property by Licensee. Licensee shall have no right to an abatement of the license fee nor any claim against the Fair Board for any inconvenience or disturbance resulting from the Fair Board's activities performed under this section.
- E. Alterations Prohibited. Except for as provided in Section III and its obligation to maintain the Gate 5 Access, Licensee shall make no improvements or alterations on the Property without first obtaining the Fair Board's written

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permission. All permitted alterations shall be made in a good and workmanlike manner, and in compliance with all applicable laws and building codes.

- F. Sanitation. Licensee is responsible for assuring that sufficient sanitary facilities are on the Property for every event to service the needs of all spectators, participants and campers.
- G. Services Provided by Licensee. Licensee shall at its own cost obtain all other services necessary to perform Events and Licensee's obligations under this Agreement, including without limitation security, ticket sellers, ticket takers, and clean-up, maintenance and janitorial personnel.
- H. Seating/Standing Capacity; No Obstructions. The Fair Board retains the right to determine the seating and standing capacity of the Property based on applicable codes. In addition the Fair Board reserves the right to set the capacity for any structures thereon to allow sufficient space for people to move safely and freely about. Licensee has the right to fence off sensitive areas of the Property and retain complete control of access to these areas during the Events. Fair Board representatives will be given credentials that will allow them access into these areas.
- I. Objectionable Conduct on Property. The Fair Board reserves the right for itself, its officers, agents and employees to evict or cause to be evicted from the Property any objectionable person or persons without liability of the Fair Board therefore provided Licensee is consulted ahead of time.
- J. Concessions. The Fair Board shall have the exclusive right to operate or license concessions at the Racetrack prior to, during and after Events. Licensee agrees that the Fair Board and its designees shall have access to the Property as they may require.

Notwithstanding the above paragraph, Licensee may operate a snack shack at the Track so long as Licensee pays to the Fair Board a concession fee calculated at the rate of ten (10) per cent of the gross revenue of the snack shack.

- K. Good Neighbor Plan. Licensee shall exercise diligent and good faith efforts to develop a good neighbor plan to minimize adverse impacts from Licensee's Events on the neighborhood within a three-mile radius of the Property. Licensee shall listen to the concerns of the neighbors and address issues raised in a good faith manner in an effort to establish a good neighbor agreement or good neighbor plan. The issues addressed shall include, but not be limited to, compliance with noise limits, traffic management, litter cleanup, vandalism prevention, drug use prevention and alcohol management, neighborhood response teams, community hotline, oversight and enforcement.

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- L. Traffic Management. Licensee shall exercise diligent efforts to manage traffic in a manner which promotes public safety and minimizes adverse impacts from Licensee's Events on the roads and neighborhood in the vicinity of the Property.

VIII. INSURANCE

- A. General Liability Insurance. Licensee shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Licensee shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Licensee agrees to notify County immediately upon notification to Licensee that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Agreement.
- B. Waiver of Subrogation. The County shall not be liable to Licensee (or to Licensee's successors or assigns) for any loss or damage caused by any of the risks enumerated in any insurance policy required to be maintained by Licensee, and in the event of insured loss, Licensee's insurance company shall not have a subrogated claim against the County and the Fair Board, and/or their officers, agents and employees. This waiver of subrogation shall survive the termination of this contract.

IX. LIABILITY, INDEMNITY

- A. Liens. Licensee shall pay as due all claims for work done on or material furnished to the Property in connection with its use of the Property under this Agreement, and shall keep the Property free from any and all worker's, supplier's, contractor's, laborer's or similar liens. If Licensee fails to pay any such claims or discharge any lien, the Fair Board may do so and any such amount shall bear interest at the rate of 10% per annum from the date expended by the Fair Board and shall be payable on demand. Such action by the Fair Board shall not constitute a waiver of any right or remedy which the Fair Board may have as a result of Licensee's default.
- B. Indemnification. Licensee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement.

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This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

Licensee's obligations under Section IX continue beyond termination of this Agreement.

X. DEFAULT

A. Events of Default by Licensee. The following shall be events of default by Licensee:

1. Default in Payment. Licensee shall fail to make any payments required under this Agreement when due.
2. Default in Other Covenants. Licensee shall fail to provide the required proof of insurance or to comply with any other term or condition or fulfill any obligation of this Agreement.
3. Permits. Licensee shall fail to obtain all necessary permits or approvals (and provide copies to the Fair Board on request) for Licensee's construction of the Facility or use of the Property.
4. Insolvency. Licensee shall be declared bankrupt or insolvent according to law, an assignment of Licensee's property shall be made for the benefit of creditors, or Licensee shall admit in writing its inability generally to pay debts as they become due.

B. Fair Board Default. The Fair Board shall be in default if it shall fail to perform its obligations hereunder in any material respect.

XI. TERMINATION/REMEDIES ON DEFAULT

A. This Agreement shall terminate:

1. For convenience upon 30 days written notice to the other party;
2. The Property is partly or wholly damaged or destroyed;
3. Through no default of Licensee use of all or part of the Property is restricted by exercise or under threat of the exercise of power by a governmental agency with jurisdiction, and in the Fair Board's reasonable judgment, such occurrence renders performance of this Agreement impossible or unfeasible;
4. If the Fair Board loses the legal authority to permit the use of the Property for the purposes provided under this agreement for the Term of this agreement or for any of the Events; or

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5. If Licensee ceases operations, abandons the property, dissolves or ceases to exist;
 6. If, after 60 days written notice that a party is under default as provided Section XI, that party has failed to correct that default.
- B. In the event this Agreement is terminated under Subsections A 1-4 of this Section, neither party shall be liable to the other for any damages, including indirect, incidental, or consequential damages, suffered as a result of such event, the cancellation of Events, nor the termination of this Agreement. If such event occurs during or after any of Events, Licensee shall not be entitled to any reduction in the fees owed for such Event. After such event occurs, Licensee shall promptly surrender the Property and shall have 60 days from the date of termination to remove equipment and personal property not affixed to the land. After 60 days any equipment or personal property remaining on the Property shall become property of the Fair Board.
- C. In the event this Agreement is terminated under Subsections A 5 or 6 of this Section, the Fair Board may re-enter and take immediate possession of the Property, and remove any persons or property without liability for damages. The Fair Board shall be entitled to the following damages:
1. The loss of income resulting from the termination of this Agreement from the date of termination until the expiration of the Term.
 2. The reasonable costs of re-entry and repairs, including without limitation the cost of any cleanup, refurbishing, removal of Licensee's property and fixtures, or any other expense occasioned by Licensee's default including but not limited to, any remodeling or repair costs, attorney fees and court costs.
- D. The rights and remedies for breach of this Agreement shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

XII. FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, terrorist act, pandemic, epidemic, declared state of emergency, public health emergency or other cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the Fair

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Board. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

XIII. MISCELLANEOUS

A. Surrender of Property. At the expiration of the Term or upon any sooner termination of the Agreement, Licensee will quit and peaceably and quickly deliver up the Property to the Fair Board litter-free, broom-clean, and in as good order and condition, in full repair as immediately prior to Licensee's first use of the Property under any Agreement. In the event Licensee does not comply with this provision, Licensee shall reimburse the Fair Board on demand for the cost of all janitorial, repair, including but not limited to environmental mitigation, and other expenses incurred in connection with the cleanup and/or repair of the Property. Upon termination, or in the event Licensee determines to cease operations, abandons the Property, or dissolves or ceases to exist, this agreement shall terminate, Licensee will have the right to remove equipment for a period of 60 days, after which time, Licensee will give up all rights to buildings, the Racetrack, fencing, guard rails and any other improvements, and all improvements to the real estate shall revert to the Fair Board, and shall be held the same as any other improvements to said Fairgrounds. Licensee shall be deemed to have abandoned the Property if no Race occurs within a one year period.

B. Contract Representatives. Contract representatives for this Agreement shall be:

For County:

Julie Pelletier
President
Columbia County Fair Board
PO Box 74
St. Helens, OR 97051
503-397-4231
julie.pelletier@columbiacountyfairgrounds.com

For Licensee:

Rose-Ann Hamness
President
Oregon Raceway
Quarter Midget Assoc.
1405 SW 14th Avenue
Portland, Oregon 97201
503-222-1951/(c)503-816-8847
rose-annh@abdins.com

All correspondence shall be sent to the contract representatives at the mailing address listed above when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

C. No Partnership. The Fair Board is not by virtue of this Agreement a partner or joint venturer with Licensee in connection with the activities contemplated by this Agreement, and shall have no obligation with respect to Licensee's

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debts or other liabilities, and no interest in Licensee's profits.

- D. Assignment. Licensee may not assign its rights or obligations under this Agreement without the Fair Board's prior written consent.
- E. Entire Agreement. This document constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral, written, or contemporaneous agreement between the parties.
- F. Time. Time is of the essence of this Agreement.
- H. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought regarding performance of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- I. 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 remaining portions hereof.
- J. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Oregon (without regard to conflicts of law principles). Venue shall lie exclusively in the circuit courts of the State of Oregon for Columbia County in St. Helens, Oregon.
- K. Amendment. This Agreement may only be amended by a writing signed by the Fair Board and Licensee.
- L. No Waiver. Waiver by either party of the strict performance of any term or covenant of this Agreement or of the timely payment of license fee due or any right under this Agreement shall not be a continuing waiver.
- M. Successors and Assigns. This Agreement and the covenants, agreements, obligations, and restrictions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and to their respective representatives, successors, and permitted assigns.
- N. Notices. Any notice required or permitted under this Agreement shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail, return receipt requested, addressed to the address first given in this Agreement or to such other address as may be specified from time to time by either of the parties in writing.

C109-2022

- O. Independent Contractor. Licensee is solely an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of the Fair Board for any purpose whatsoever. The Fair Board does not have the right of direction or control over the manner in which Licensee delivers services under this Agreement and does not exercise any control over the activities of the Licensee, except the services must be performed in a manner that is consistent with the terms of this Agreement. The Fair Board shall have no obligation with respect to Licensee's debts or any other liabilities of Licensee. Licensee shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
1. Licensee will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 2. This Agreement is not intended to entitle Licensee to any benefits generally granted to Fair Board employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Licensee are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Licensee is presently a member of the Public Employees Retirement System).
 3. The Licensee is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Licensee has the assistance of other persons in the performance of the Agreement, the Licensee shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Licensee performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Licensee shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
- P. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:
1. Licensee shall:
 - (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.

C109-2022

- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
 - (c) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. Licensee shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.
 3. Licensee shall pay persons employed under this Agreement at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

Any employer working under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 4. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
 5. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

XIV. NON-DISCRIMINATION

Contractor agrees that no person shall, on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, marital status, handicap, age, or any other characteristic protected by law, suffer discrimination in the performance

C109-2022

of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

XV. COUNTERPARTS

This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original

XVI. 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 AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. LICENSEE, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OREGON RACEWAY QUARTER
MIDGET ASSOCIATION

COLUMBIA COUNTY, OREGON
ACTING BY AND THROUGH ITS FAIR

By: Rose Ann Hamness
Rose-Ann Hamness, President

By: _____
Julie Pelletier, President

Date: 9/1/2022

Date: _____

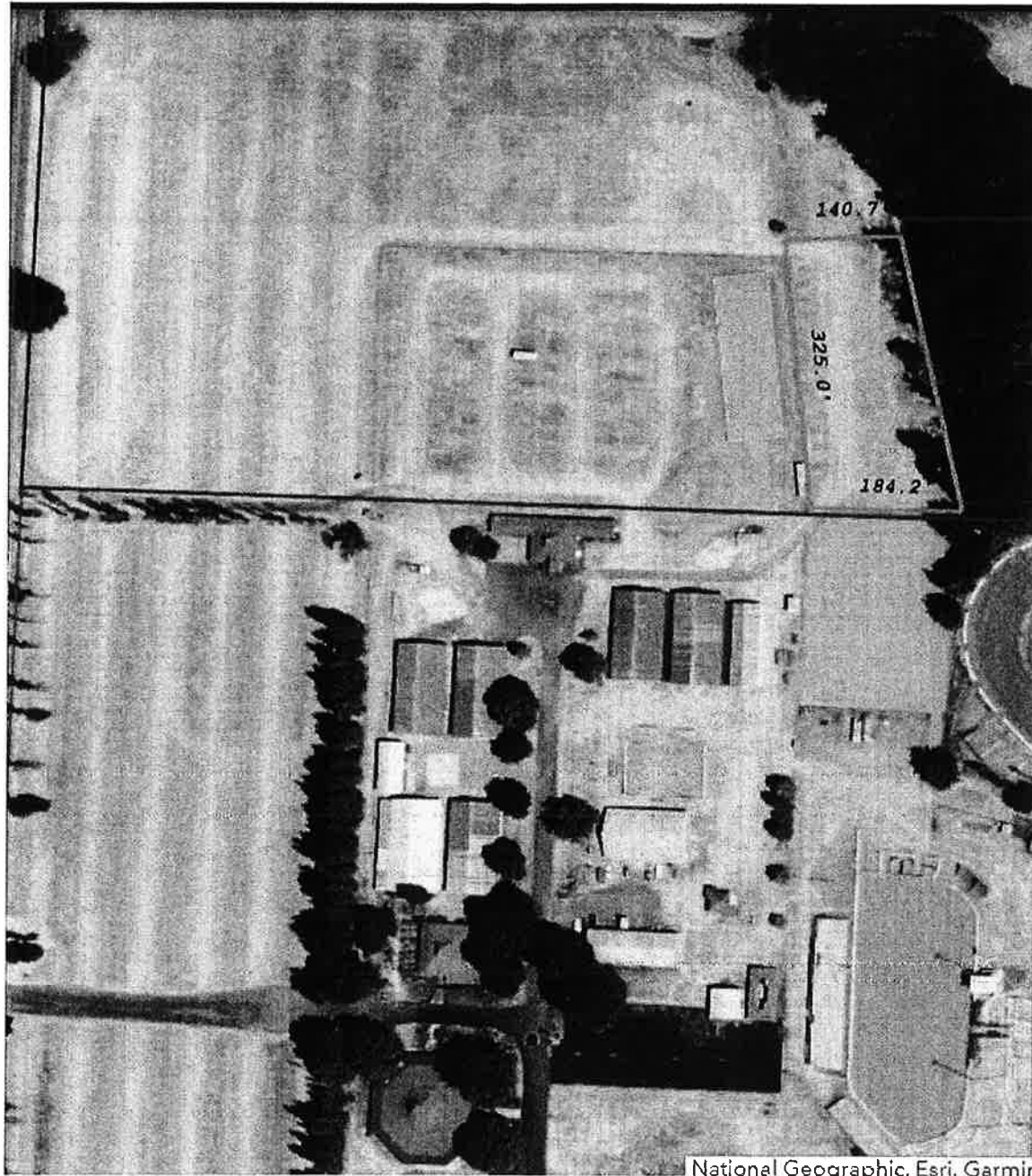
Approved as to form

By: _____
Hanna Russell, Secretary

By: E. D. Mesa
Office of County Counsel

Date: _____

Exhibit A



National Geographic, Esri, Garmin

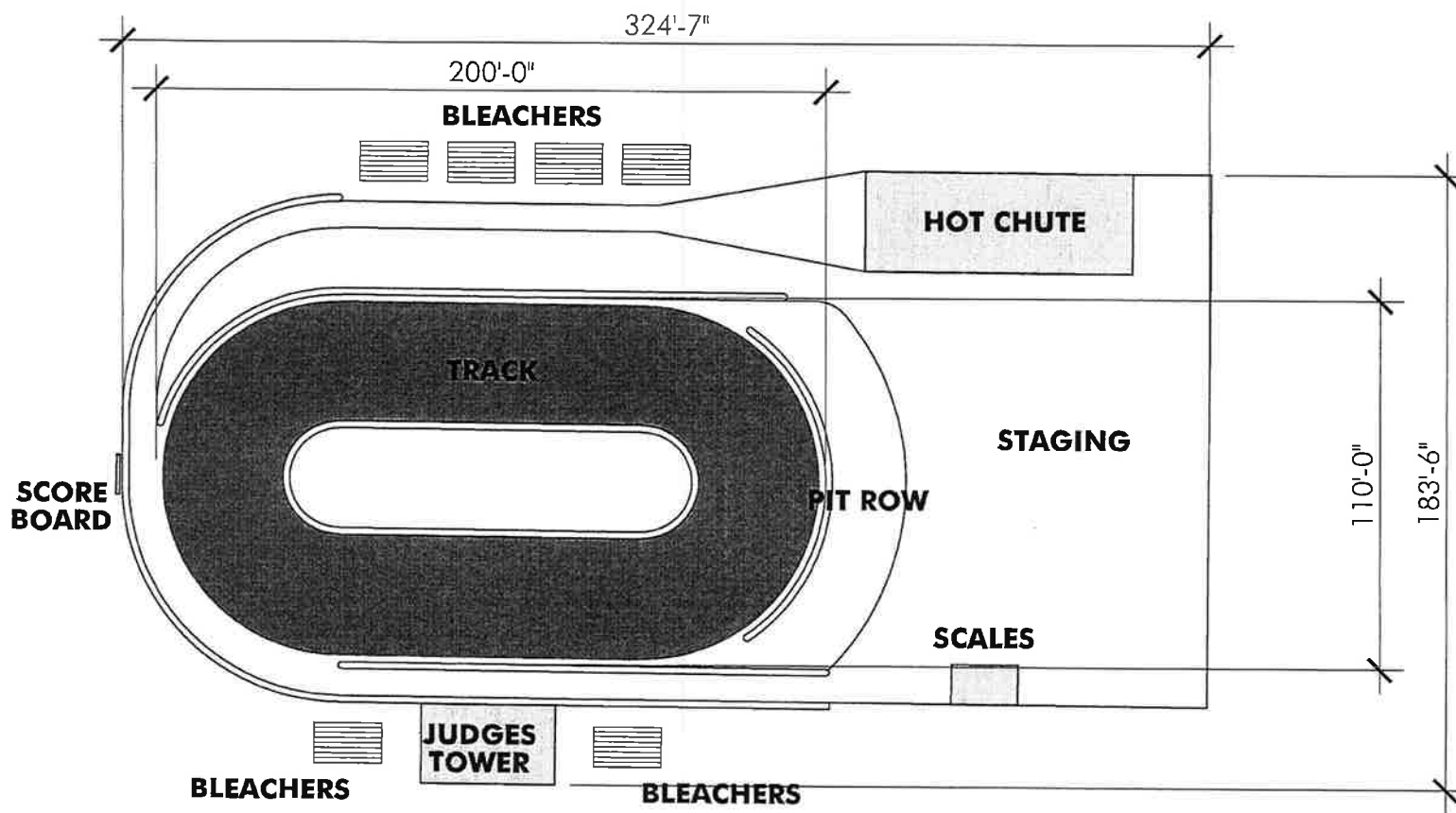


Exhibit B

COLUMBIA COUNTY - SITE PLAN PROPOSED QUARTER MIDGET RACE TRACK

1:50 @ 8 1/2 x 11

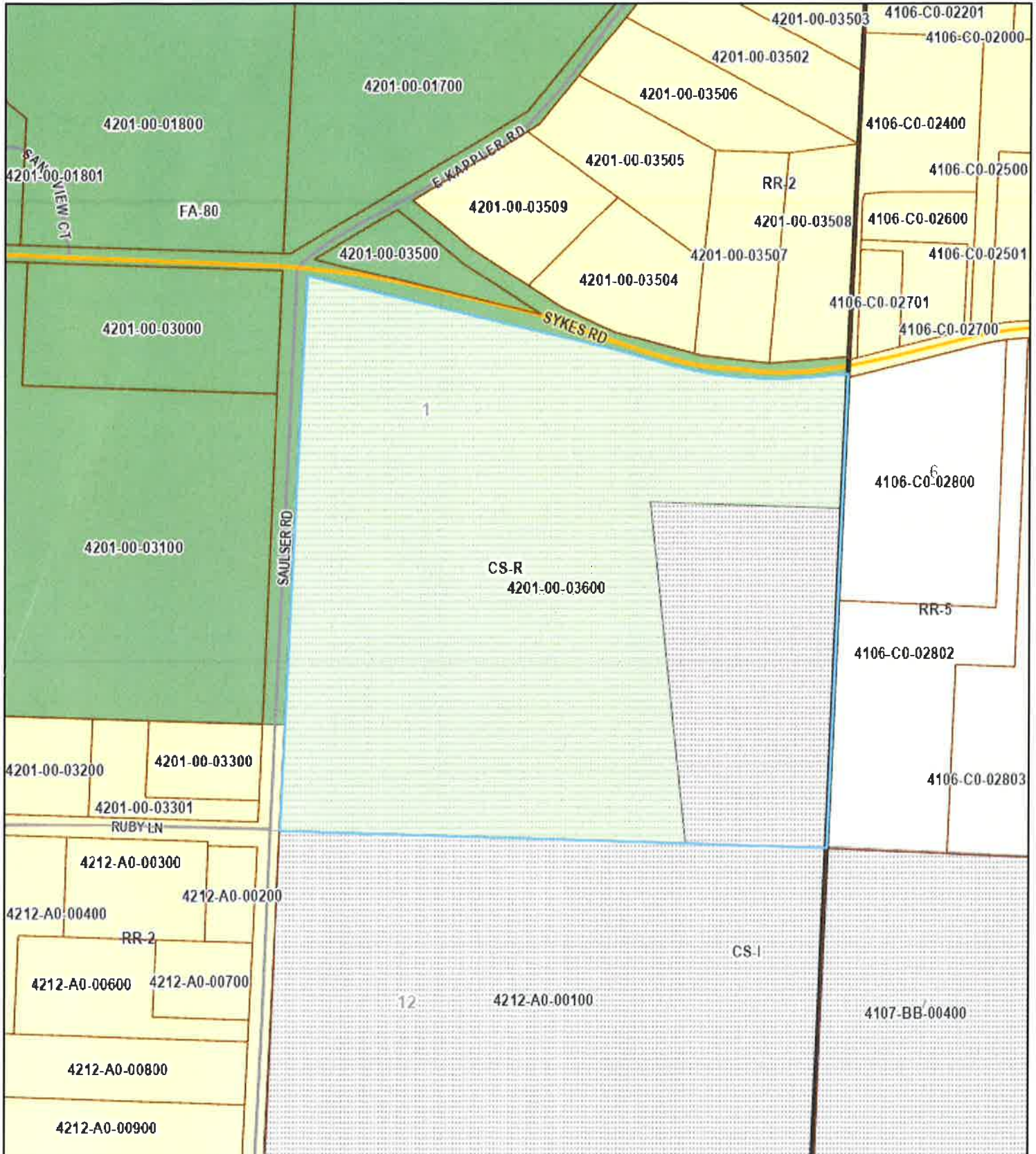
MAY 15, 2022

ORQMA

APPLICATIONS



DR 23-08 Zoning



3/27/2023 9:21 AM

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Disclaimer: This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map



DR 23-08 Aerial

Item #9.



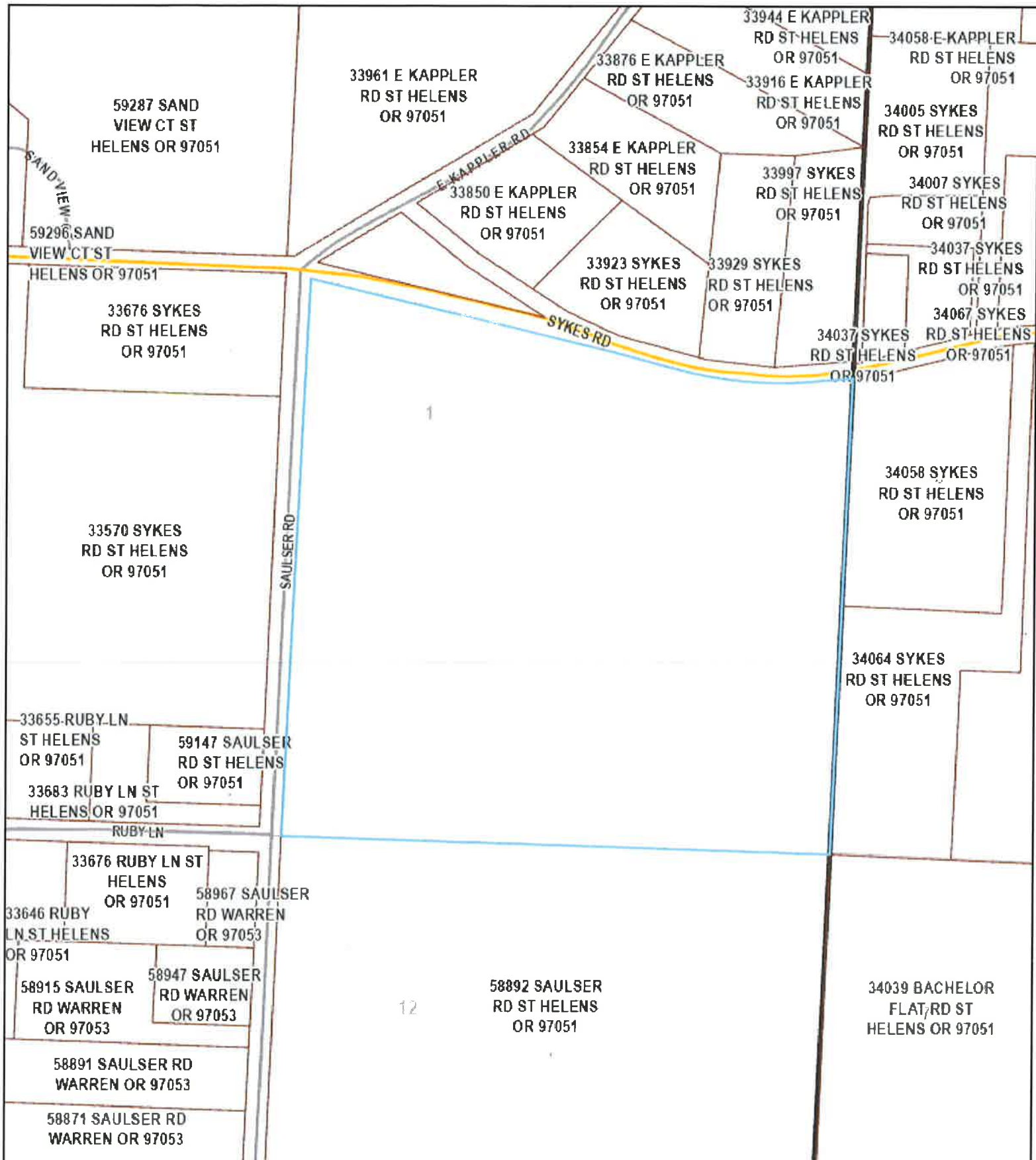
3/27/2023 9:22 AM

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DR 23-08 Address

Item #9.



3/27/2023 9:24 AM

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DR 23-08 Vicinity

Item #9.



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed June, 2022.

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5

10 mi

3/27/2023 9:28 AM

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DR 23-08 Stream Map

Item #9.



Oregon Department of Forestry

3/27/2023 9:30 AM

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ORQMA LAND USE APPLICATION MATERIALS

MARCH 15, 2023

John
4-15-23

Item #9.

ID	PERIOD	-----NAME-----	LICENSE CODE	BALANCE
00486	4/01/23- 4/01/24	WESTSIDE DRYWALL INC	CONTSHEE CONTRACTOR-SHEETROCK	0.00
00503	2/04/23- 2/04/24	UNITED FIRE HEALTH & SAFETY	SALESERV SALES/SERVICE/MAINT	0.00
00782	3/12/23- 3/12/24	ELAGENT AUTO DETAILING LLC	AUTOBODY AUTO BODY/DETAILING	0.00
00880	3/31/23- 3/31/24	2 BROKE GIRLS & A GUY	2NDHAND 2ND HAND DEALER/PAWN	0.00
01075	3/22/23- 3/22/24	*OHLER ORIGINALS	ART ART	0.00
01089	4/12/23- 4/12/24	T&T TRUE THAI LLC	FOODCART FOOD TRUCK	0.00
01207	4/20/23- 4/20/24	IN LINE COMMERCIAL CONST.	CONTGEN CONTRACTOR-GENERAL	0.00
01208	4/24/23- 4/24/24	BADGER DAYLIGHTING CORP	EXCAV EXCAVATION	0.00
01209	4/25/23- 4/25/24	FINE QUALITY CONSTRUCTION INC.	CONTGEN CONTRACTOR-GENERAL	0.00
01211	4/25/23-10/25/23	LOST LOCALS MEDIA LLC	7 DAY 6 MONTH LICENSE	0.00
01212	4/28/23- 4/28/24	COUNTRY BLOSSOM BOUTIQUE	RETCLOTH RETAIL - CLOTHING	0.00
01215	5/02/23- 5/02/24	RETRIEVER TOWING	MISC MISCELLANEOUS	0.00

5-12-2023 3:19 PM

F O R M S R E G I S T E R

PACKET: 00577 5-12-23 Approvals 5-12-23 Approvals
SEQUENCE: License #

Item #9.

LICENSE CODE		TOTAL	BALANCE
2NDHAND	2ND HAND DEALER/PAWN	1	0.00
7 DAY	6 MONTH LICENSE	1	0.00
ART	ART	1	0.00
AUTOBODY	AUTO BODY/DETAILING	1	0.00
CONTGEN	CONTRACTOR-GENERAL	2	0.00
CONTSHEE	CONTRACTOR-SHEETROCK	1	0.00
EXCAV	EXCAVATION	1	0.00
FOODCART	FOOD TRUCK	1	0.00
MISC	MISCELLANEOUS	1	0.00
RETCLOTH	RETAIL - CLOTHING	1	0.00
SALESERV	SALES/SERVICE/MAINT	1	0.00
TOTAL ALL CODES:		12	0.00

PACKET: 00577 5-12-23 Approvals 5-12-23 Approvals
SEQUENCE: License #

Item #9.

*** SELECTION CRITERIA ***

License Range: thru ZZZZZZZZZZ
License Codes: All
Balance: 9999999999R thru 9999999999
Fee Codes: All
Fee Paid Status: Paid and Unpaid
Origination Dates: 0/00/0000 thru 99/99/9999
Effective Dates: 0/00/0000 thru 99/99/9999
Expiration Dates: 0/00/0000 thru 99/99/9999
Renewal Dates: 0/00/0000 thru 99/99/9999
Payment Dates: 0/00/0000 thru 99/99/9999
Print Dates: 0/00/0000 thru 99/99/9999
License Status: Active
Termination Code:
Paid Status: Paid
City Limits: Inside and Outside
Printed: No
Comment Code:

** END OF REPORT **

Kathy Payne

From: judyann2@q.com
Sent: Thursday, May 18, 2023 5:49 PM
To: Kathy Payne
Cc: Rick Scholl
Subject: [External] Judy Town Hall Steve Toschi Peteion

Hi Kathy, I am not sure how to go about this. I did attend the town hall regarding cities having to have a plan for camping unhoused people. I clearly did not correctly understand what how and what our city is doing and from the town hall Steve Toschi facilitated I did sign the petition and I would like to un-sign if that is possible? I did not have the correct information and If I would have had the information that the city has I would not have signed this petition. Thank you. judy