



COUNCIL WORK SESSION

Wednesday, July 16, 2025 at 3:00 PM

COUNCIL MEMBERS:

Mayor Jennifer Massey
Council President Jessica Chilton
Councilor Mark Gundersen
Councilor Russell Hubbard
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

UPDATED AGENDA

CALL WORK SESSION TO ORDER

CLEARING CONFUSION AND SETTING THE FACTS STRAIGHT

1. Response to June 18 Visitor Comments

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

DISCUSSION TOPICS

2. 3:10PM - Employee Length of Service Recognition - Jamin Coy for 10 Years
3. 3:15PM - Quarterly Reports from City Departments/Divisions (Informational)
4. 3:25PM - Review Updates to Universal Fee Schedule - *Finance Director Gloria Butsch*
5. 3:40PM - [Informational Only] Staff Report on Erosion Prevention and Sediment Control Code Revision
6. 3:50PM - Discussion regarding Water Taxi - *City Administrator John Walsh*
7. 4:05PM - Review Purchase and Sale Agreement and Ground Lease for 1771 Columbia Blvd. - *City Administrator John Walsh*
8. 4:20PM - Discussion regarding Operational Levy
9. 4:35PM - 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:

- *Labor Negotiations, under ORS 192.660(2)(d);*
- *Real Property Transactions, under ORS 192.660(2)(e);*
- *Exempt Records/Confidential Attorney-Client Privileged Memo, under ORS 192.660(2)(f); 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:

- July 14, 4:00PM, Parks & Trails Commission, Council Chambers/Zoom
- July 14, 5:30PM, Library Board Special Meeting, Zoom
- July 14, 7:15PM, Library Board, Zoom
- July 16, 3:00PM, City Council Work Session, Council Chambers/Zoom
- July 16, 7:00PM, City Council Regular Session, Council Chambers/Zoom

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

- PH: August 20, 6:45PM, Annexation of 58506 Kavanagh Street (Comfort/Mahaffey)

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/82109329480?pwd=yJa9aEcxtYF6sfJqs14LTniaYo8BuG.1>

Passcode: 983456

Phone one-tap: +13462487799

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.

CLARIFICATION MEMO TO PUBLIC COMMENT



For City Council Meetings held on June 18, 2025

There are no responses to visitor comments for the June 18, 2025, City Council meetings.

LENGTH OF SERVICE RECOGNITION



To: Mayor and City Council

From: Kathy Payne, Human Resources Coordinator/City Recorder

Date: July 16, 2025

I am happy to announce that we have one employee who has reached a milestone in their employment with the City of St. Helens. The following individual will be recognized at the June 18 Work Session.

10 Years

Jamin Coy started working with the City on July 15, 2015 as one of our Police Officers where he still serves to this day.

Congratulations Jamin and **thank you** for your service to our community!

QUARTERLY REPORT TO COUNCIL



Item #3.

Meeting Date: July 16, 2025
Prepared by: Jacob A. Graichen, AICP, City Planner
Department: Planning
Division: Community Development
Reporting Period: April – June 2025 (+ July 1st)
CC: City Administrator John Walsh / Planning Commission

1. General Operations

- **April – May:** Budget efforts and meetings.
- **April – June:** CCMH post land use entitlement permit/plan review.
- **April:** Conducted research for Yacht's Landing boat slip parking question/public records request.
- **April:** Participated in the water reservoir siting study consultant selection.
- **April:** Armstrong remediation is being prepared for behind the scenes. You may get questions about construction around the old Armstrong site in the future. It could be the contaminated material removal work proposed; not actual land development.
- **May:** Final inspection for County Courthouse elevator. Still some pending items, but the finished product is an improvement. **June:** Its 100% done now.



- **May:** Final inspection for High School athletic fields.
- **June:** Issued public passageway permit for business in the Waterside (Muckle) Building. This is not normally report-worthy, except the new wider sidewalks makes outdoor

seating/dining (reason for the permit) a lot more feasible. I used to need to worry about constraints more. This will help activate the Riverfront District.

- **June:** Reviewed draft pavement cut moratorium for streets ordinance, a project headed by City Engineering.
- **June:** We will stop including beverages and snacks at Planning Commission and joint City Council / Planning Commission meetings until further notice given a recent opinion by the Oregon Government Ethics Commission.
- **June:** We received the **attached** notice from PSU's Population Research Center about the city's annual housing reporting.
- **July 1st:** As a Certified Local Government per Section 101(c) of the Nation Historic Preservation Act, which St. Helens has been since 2009, we are audited every 4 years by the State Historic Preservation Office. The fourth of these audits occurred on this day.

- **Notable administrative Planning Department permitting:**

- **June:** Dairy Queen's land use and building permits expired so they resubmitted. New Site Development Review issued this month for same location close to Burger King.

- **Pre-application / early assistance meetings:**

- **April:** Attended a pre-application meeting for property within the UGB (but outside city limits) for a 18-lot subdivision of an approx. 22 acre site. 1 acres (or larger) lots are proposed with on-site sewerage systems. We've been talking about this property for several years and the potential of extending a city sanitary sewer line for "city sized" lots was discussed. Based on the pre-app, they have decided to go with larger lots and not extend the sewer. This property is approximately SE of the Millard Road / Ross Road intersection.

Major issues are challenges of onsite system feasibility and whether or not that is the catalyst to extend the city's sanitary sewer. The property is about 1,800 feet from the nearest sanitary sewer line in Millard Road.

- **April:** Provided guidance to the school district about development potential of underutilized property by Lewis and Clark and McBride schools.
 - **May:** Conducted pre-application meeting for potential partition separating the Village Inn Restaurant from the Hotel.
 - **May:** Conducted pre-application meeting for potential small subdivision (approx. 7 lots) of a property near the intersection of Bachelor Flat Road and Ross Road.
 - **May – June:** A triangular residential property along the north side of Pittsburg Road has been a subject of questions over the years. It's cheap but poses challenges to develop. It attracts potential buyers due to price, and lately the questions have been picking up in frequency, enough to be report worthy. Hours have been spent by staff talking to people about it.
 - **June:** Received request to prepare notice area for a right-of-way vacation proposal for portions of N. 1st Street just north of Columbia Boulevard.

- **June:** Pre-application meeting to reboot the Boulder Ridge Subdivision north of Deer Island Road. Prior land use approvals have little time left to construct the development.
- **June:** The City's Millard Road property effort continues. We received a request from the Council selected developer about an item recorded on the deed pertaining to wetlands when a hospital was proposed (and before being annexed to the city). **See attached.** June 25, 2025 correspondence. I'm concerned if this is being used as a basis for delay of development of the property.
- **Planning Commission had their normally scheduled monthly meeting on April 8, 2025.**
Outcome:
 - Public hearing for Zone Map Amendment at 1771 Columbia Boulevard; Commission recommends approval to the Council.
 - Staff clarified a matter for the Historic Resource Review of 260 S. 2nd Street. Basically, how some architectural elements of the finished exterior improvements met (or did not meet) the city's requirements. The Commission was flexible and ok with the final outcome.
 - Commission discussed its proactive items and agreed to remove The Plaza from the list for now and call "vacant storefronts," "vacant and underutilized storefronts" instead.
 - Commission agreed to add a Council Liaison Report to its default agenda.
- **Planning Commission had their normally scheduled monthly meeting on May 13, 2025.**
Outcome:
 - The Commission denied the appealed and then City Council remanded Variances for 35732 Hankey Road.
 - The Commission considered three annexation proposals. They recommended approval of two of them. The third was challenged by legal representation of the owner, which convinced the Commission to recommend denial.
 - The Commission conducted a Riverfront District architectural review of a new sign for Sherlocks II convenience store. They also revisited a sign at 50 Plaza that is proposed to be changed, but still consistent with an architectural review from 2019.
 - The Commission discussed the status of the project at 325 Strand Street at the request of staff and with the owner, architect and builder present. The key question is if the project should be considered a remodel as originally intended or new construction. Present Commissioners (four out of seven) were split 2-2.
 - The Commission discussed windows as part of their Architectural Standards proactive item.
- **Planning Commission cancelled their normally scheduled monthly meeting on June 10, 2025.**
- **Planning Commission had their normally scheduled quarterly joint meeting with the City Council on June 11, 2025.** Outcome:
 - The Council and Commission discussed the Parks Commission's Woodland Reserve concept for a portion of the St. Helens Industrial Business Park. There was general consensus over the conceptual boundary except around the vicinity of the proposed PGE substation parcel. Staff will provide a topographic map, so Parks Commissioners

can fine tune the proposed boundary in the area to preserve old quarry spots, camas and other natural / cultural resources, while still allowing some development in an area not encumbered by wetlands or floodplain.

- The group also discussed vacant and underutilized storefronts. Goals for this Planning Commission proactive item seem mysterious.

- **Development Code Enforcement.**

- **April:** Conex box in Brayden Street ROW by Grocery Outlet issue that included concern by SHPD has been resolved. I first dealt with it around the '24 holidays.
- **April – June:** Received a couple of calls about some logging activity along Sykes Road on property at the westerly boundary of St. Helens' UGB. We received formal written complaint in May. I visited the site in April and June. Concerns were fire hazard and rumor of development. Having visited the site a couple times, I was spoke to the complainant in June with my observations and knowledge of development and they seemed satisfied.
- **May:** Based on the observed status of the project at 325 Strand Street, the Building Official placed a stop work order on this project at Planning's request. Plans not necessarily followed resulted in the stop work order, but staff allowed the project to proceed after a discussion with the Planning Commission. This is an administrative decision and not the Commission's decision, but staff wanted their thoughts to help contemplate the matter. The stop work order was removed based on the intent of the plan and law being met (i.e., is it still a remodel v. new construction).
- **May – June:** Aware of this issue early May, about a month later in early June I sent a letter to property owner along Mt. View Drive of wetland related matters. Hoping it does not become a violation issue. See **attached** aerial map. Property owner contacted me and is cooperative.
- **June:** City (Code Enforcement and I) received a message about tree removal and a new structure close to Milton Creek (off Shore Drive). Have done some preliminary investigation.

- **Geographic Information Systems (GIS).**

- **April - June:** New mapping platform for widespread employee and public use is changing, to start in July. The increased cost resulted in adding \$2,000 to the appropriate fund once I got the numbers in.
- **May:** Quarterly GIS data updates.
- **June:** Data updates resulting from adopted zone change.
- **June:** Create focus area map for Parks Commission to refine the proposed Woodland Reserve boundary for the St. Helens Industrial Business Park (**reduced size attached**).

- **Related City Council actions / decisions (Planning Commission FYI):**

- **April:** The Council has discontinued the annual report from commission and committees, utilizing joint meetings instead. Since the Planning Commission already has joint meetings, the only change is not having to worry about the annual report anymore. Other committees/commission will start having joint meetings.
- **June:** The Council approved the ordinance for the zone change at 1771 Columbia Boulevard. This is the proposed location for the new police station

2. Staffing & Personnel

- **April:** Attended urban tree class at Clackamas Community College.
- **April:** Planning staff attended virtual public contracting class hosted by the LOC
- **April:** Annual performance evaluation for Associate Planner / Community Development Project Manager.
- **April:** Associate Planner / Community Development Project Manager expressed resigning in July. Resignation letter provided on May 28, 2025 noting July 18th as last official day. **Thus, starting in July the Planning Department will have one staff planner. Considering the typical ratio is one planner per 5k people (three planners for St. Helens), the department's capacity to do things other than day-to-day permitting / tasks will be severely restricted.** Since 2007 (with the exception of 2010-2013), the Planning Department has had two planners.
 - The certified population for St. Helens in **2008** was **12,325**
 - The certified population for St. Helens in **2024** was **14,492**
- **April – June:** Ongoing training for the new Community Development Administrative Assistant.

3. Projects & Initiatives

A. Ongoing Key Projects

- **Parks Commission's Woodland Reserve.** Staff technical support for the SHIBP Woodland Reserve concept. See quarterly meeting and GIS information above.
- **Riverwalk Project (OPRD Grants x2)** – Columbia View Park and the Riverwalk Phase I Project fully re-opened the week of June 12. Final punch list items occurring this week (week of June 30). Expecting final invoice and project completion paperwork from AES by July 17. Submittal of final project reports (including completion photos, invoices, construction videos, etc.) and reimbursement requests for both LWCF & LGGP grants. OPRD conducted final site visit and walk through on 6/26. Expecting full grant closeouts by July 17. Submitted this project for a Oregon Parks & Recreation Association (OPRA) annual award for their "Design & Construction" category for projects exceeding \$2 million in cost. Nominations are due 7/18 with videos due on 9/12 for their conference. **This is likely the last inclusion of this project in the Planning Department reports.**
- **Community Development Block Grant (CDBG): Sanitary Sewer Improvement Project** – \$2.5 million grant award to fund design/engineering/permitting for 3 sanitary sewer basins identified as deficient in the adopted Wastewater Master Plan. Reviewed 90% design package. Submitted Disbursement No 4 and 5 in early July. Approximately 66% expended of the grant. Attending meeting with grant administrator on July 10 hand off CDBG management to Sharon Darroux in Engineering. **This is likely the last inclusion of this project in the Planning Department reports.**
- **DLCD Technical Assistance Program** – 60k funding a new Economic Opportunities Analysis (EOA). Adoption Hearing held in April for CC. Submitted final deliverables to DLCD, prepared final reimbursement request, and closed out the project in June. **This is the last inclusion of this project in the Planning Department reports.**

- **ODOT Community Paths Program: St. Helens Scappoose Trail Refinement Project** – \$405k to study a trail route refinement project (30% design) from St. Helens to Scappoose. Consultants selected in early 2025, ODOT in contract negotiations since March. Planning to meet with ODOT to hand this project off to Alex Bird in Engineering. [Engineering with take this over but planning will continue to support the effort.](#)
- **2024 Travel Oregon Grant Program: Riverwalk Project** - \$100k grant for Riverwalk Project. Prepared and submitted final report, photos, invoices, etc. for remaining 50k. Received final disbursement and closed this grant out in June. [This is the last inclusion of this project in the Planning Department reports.](#)
- **ODOT TGM Program: Transportation Systems Plan** – TBD \$\$ for new Transportation Systems plan. City Engineering is lead, with Planning providing support. [April - May:](#) consultant selection using ODOT’s “mini RFP” process. Four consultant teams passed ODOT’s phase 1 process, and the city evaluated the final four firms in phase 2 of the selection process. Two firms selected out of that for additional questions and final scoring. [June:](#) Scoping negotiation with the selected consultant and review of Statement of Work, which will guide the process.
- **Business Oregon – Infrastructure Finance Authority** – Low-interest loan for Streets & Utilities Project and Riverwalk improvements. Submitted final Disbursement Request #5, putting us at 100% expended for the loan. Loan officer conducted final site visit and walk through on 6/26. Confirming closeout procedures and coordinating with finance to ensure all proper documentation is completed. [This is likely the last inclusion of this project in the Planning Department reports.](#)
- **New Water Reservoir** – City Engineering is lead, with Planning providing support. [April:](#) Participated in selection committee for consultant selection for site determination.
- **Utility Master Plan Development Code Amendments** – [April:](#) Continue to work on draft amendments in advance of vetting and the adoption process. No time in May and June to continue the effort. [Hoping to find time this summer \(unlikely\) or fall to continue effort.](#)
- **Project Arcadia / PGE Parcel** – [April – June:](#) Working with consultants on proposal for professional services for some design and survey work to carve off the mill for project Arcadia and to create a new PGE Parcel for a new sub-station.
- **Housing Capacity Analysis / Housing Production Strategy** – [April:](#) We learned that, as a city that needs to have its next Housing Capacity Analysis done by 2027, that the respective grant cycle is this June. Also that will need to go through the new Goal 10 OHNA process, which is still in the works, but will probably be more involved than our previous effort. Our EOA Consultant EcoNW (who also does HCA’s) advised us that with the changes, it will be better to let the larger cities pioneer the new process and we should look at getting a year delay. [May:](#) After submitting a request DLCD notified us that maybe it can be delayed a year. [July 1st:](#) DLCD confirmed the following new deadlines for St. Helens:
 - **Housing Capacity Analysis (HCA): due December 31, 2028**
 - **Housing Production Strategy (HPS): due December 31, 2029**

This means about a year from now, staff will need to be preparing a grant application for this effort (grant cycle is approx. June through August). Though a later due date, the HPS can be done at the same time as the HCA.

- **Food cart/pod rules.** Currently, only allowed by Temporary Use, the goal is to create rules for permanent use and maybe improved temporary provisions. This issue goes back to 2015 when we made the decision to start allowing these kinds of uses via the city's Temporary Use provisions. So, this is about a decade old issue. [No progress has been made in this reporting period.](#)
- **Flood code amendments related to Endangered Species Act.** In 2009 FEMA was sued based on floodplain rules violating the Endangered Species Act. In 2016 the National Marine Fisheries Services (NMFS) issued a biological opinion that Oregon's flood plain policies jeopardizes several threatened species such as salmon. In July 2024, FEMA announced a new program of pre-implementation compliance measures (PICM) for short term measures to be effective Dec. 1, 2024, separate from the long term, estimated for completion in 2027. Basically, flood development is supposed to include impacts to fish habitat, not just the loss of human-made structures. Prior to the new president taking office in January 2025, FEMA was directing much effort reaching out to communities. However, under the new administration, it has been radio silence. Ultimately, this will likely require code updates. [No progress has been made in this reporting period.](#)
- **TDML erosion control code.** DEQ is requiring the city to update its erosion control standards. This is a City Engineering led project, supported by the Planning Department. [April:](#) Provided comments to AmeriCorps RARE participant for draft ordinance. [June:](#) Provided draft application form comments to City Engineering. [As Engineering intends on presenting this matter to the Council in August, this is likely the last inclusion of this project in the Planning Department reports.](#)

B. Upcoming Projects

- None.

4. Upcoming Events & Important Dates

- July is the last month Jenny Dimsho will be an employee of the city. If you want to say goodbye, make sure you do it in early July. **After the week of July 14-18, she's gone.**

Attachments

- 2025 Annual Housing Unit & Population Survey (AHUPS) notice (05292025)
- June 25, 2025 correspondence regarding city owned Millard Road property
- 59364 Mt. View Dr. 2022 Aerial Photo Map
- Focus area map for Parks Commission's Woodland Reserve proposal

College of Urban and Public Affairs

Population Research Center
Post Office Box 751
Portland, Oregon 97207-0751
780 Urban Center
506 SW Mill Street

popest@pdx.edu
www.pdx.edu/prc



Portland State
UNIVERSITY

Item #3.

May 29, 2025

IMPORTANT NOTICE

Attn. City Official
City of St. Helens
265 Strand St.
St. Helens, OR 97051

2025 Annual Housing Unit and Population Survey (AHUPS)

As mandated by Oregon law (ORS 190.510 to 190.620), Portland State University's Population Research Center (PRC) collects housing unit and population information for Oregon's annual population estimates. These estimates are essential to help the state distribute its revenue and support decision-makers and planners.

In the week of **July 7, 2025**, we will send a link (by email) to the online 2025 Annual Housing Unit and Population Survey (AHUPS). The link to the survey, username, and password will be included in the email. If your city is located in more than one county, you will be asked to fill out a separate form for each part of the city.

We will send the link to the survey to this email address: **[jdimsho@sthelensoreon.gov]** If this is no longer the correct contact email for your city, please let us know **as soon as possible** and no later than **06/13/2025** by emailing **popest@pdx.edu**

We appreciate receiving the completed form back by **August 8, 2025**.

Best regards,
Huda Alkitkat, Ph.D.
Population Estimates Program Manager
Email: popest@pdx.edu

P.S. This survey is separate from the Oregon Population Forecast Program survey you may have received from PSU earlier this year. We appreciate your time and attention.

College of Urban and Public Affairs

Population Research Center

Post Office Box 751

Portland, Oregon 97207-0751

780 Urban Center

506 SW Mill Street

503-725-3922 tel

503-725-5199 fax

askprc@pdx.edu

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Portland State
UNIVERSITY

Item #3.

May 29, 2025

IMPORTANT NOTICE

Attn. City Official
City of St. Helens
265 Strand St.
St. Helens, OR 97051

2025 Annual Housing Production Survey

Dear City Officials,

Typically, during January, the Department of Land Conservation and Development (DLCD) reminds jurisdictions that annual reporting on housing production is due to the agency. **This letter is to inform you of important updates regarding the survey collection system and schedule.**

Under recent statutory direction (ORS 456.601, ORS 197A.110, and HB 4063 (2024)) DLCD along with OHCS are developing a comprehensive reporting program to better capture regulated affordable, accessible, and total housing production. There are a few changes attendant to these new requirements and the updated approach:

1. Starting this year, **the survey will be collected annually sometime during the first two weeks of July rather than in January.** Additionally, the survey itself will look somewhat different, will include new reporting fields required under ORS 197A.110 and will be more user-friendly overall. Because this is a transitional year, the survey will be a bit different than the following reporting periods. Specifically, we need to account for the six-month gap in the reporting due to the schedule adjustment; jurisdictions will report on the past 18 (rather than 12) months of production. This year's survey will collect data for the past 18 months in three periods (January 2024- June 2024, July 2024- December 2024, and January 2025- June 2025). Starting in subsequent years, data will be collected based on the fiscal year period: July 1 of the previous year through June 30 of the current year. Instructions for this year's reporting will be provided when the survey is distributed in July 2025.

2. In response to requests from local governments to streamline the administrative workload associated with required reporting, DLCD has partnered with Oregon Housing and Community Services (OHCS) and the Population Research Center (PRC) at Portland State University (PSU) to reduce the overall reporting burden. **The PRC will now steward the data collection for the Annual Housing Production Survey while it also collects the data for the Annual Housing Unit and Population Survey (AHUPS).**

We will send the link to the Annual Housing Production Survey during the week of **July 7, 2025, along with the link to the Annual Housing Unit and Population Survey, to this email address:**

[jdimsho@sthelensoreon.gov].

If your jurisdiction prefers to designate different individuals to complete each survey, or if this is no longer the correct email address, **please notify us** as soon as possible—no later than **June 13, 2025**—by contacting **popest@pdx.edu**. We appreciate receiving the completed form back by **August 29, 2025**.

Best regards,

Huda Alkitkat, Ph.D.

Population Estimates Program Manager - Population Research Center (PRC), Portland State University (PSU)



265 Strand Street
St. Helens, Oregon
97051

June 25, 2025

Joe Kessi
Fidelis First | J Handsome Homes
CEO | Real Estate Developer

Via Email: joek@fidelisfirst.com

RE: Instrument No. 2009-6383 Declaration of Restrictions for Wetlands (hereinafter "Declaration") as recorded on a portion of the "Millard Road Property" and e-communication received June 23, 2025

Dear Joe Kessi,

This correspondence is in response to your e-communication received June 23, 2025. It addresses the first three paragraphs of that communication.

In the **first paragraph** you ascertain that the Declaration applies to properties identified as Columbia County Assessor Account Numbers 29254 and 29246. This is incorrect. The legal description of the Declaration identifies the southerly approximate 695' feet of the property, which is a portion (not the entirety of) Account 29254 only.

The **second paragraph** notes the 2009 Columbia County decision, noting the Declaration was required for compliance with wetland regulations and that significant changes have since occurred and a new study associated with updated requirements makes the Declaration obsolete.

I agree that the Declaration is a direct result of the Columbia County Planning Department Case File No. DR 09-01. Condition #2 of this decision required a deed restriction with some key required language including that the grantee shall comply with all federal, state, and local laws concerning wetlands. Review of the language included in the Declaration appears to ensure the property owner is aware of wetlands on the property and that they "shall comply with all *applicable federal, state, and local laws and regulations* concerning wetlands on *portions of the property*." This reflects said Condition #2 and emphasizes wetlands are on only a portion of the property.

Today, we know there are wetlands on portions of the property and any proposed impacts would need to be reviewed by the applicable agency such as the Oregon Department of State Lands, US Army Corps of Engineers and, because the property has since been annexed, the City of St. Helens. Thus, the statement on the Declaration "shall comply with all *applicable federal, state, and local laws and regulations* concerning wetlands on *portions of the property*" remains true. There are no significant changes as it pertains to general wetland regulation (i.e., the various levels of government may need to review impacts just like in 2009) and any new wetland study is irrelevant because the Declaration is general in nature

and not specific to any study. The Declaration does not prohibit development of the subject property, especially since only portions of it contain wetlands.

Obsolescence of the Declaration based on a new study associated with updated requirements does not make sense.

The **third paragraph** requests a letter from this department removing the Declaration in favor of current rules. The City of St. Helens wetland regulations per Chapter 17.40 SHMC are supported by the Declaration because it acknowledges local laws, however, it does not appear to create any new restriction beyond applicable law. The Declaration appears to simply acknowledge that there are applicable laws for wetland impacts which it still true today. Current rules are not impacted by the Declaration.

I hope this correspondence clarifies. Also please note that the Declaration (available in the Columbia County Clerk records) and Final Order for DR 09-01 (available from Columbia County Land Development Services) are public records from non-city sources available when Resolution No. 2014 was passed and adopted on June 19, 2024 regarding the sale of the property to OHM Equity Partners, LLC, about a year ago.

If you have any questions, please contact this office.

Respectfully yours,



Jacob A. Graichen, AICP, City Planner

Attachments:

- E-communication from Joe Kessi to City of St. Helens received June 23, 2025
- Instrument No. 2009-6383 Declaration of Restrictions for Wetlands
- Columbia County DR 09-01 Final Order

cc: John Walsh, City Administrator

From: [Joe Kessi](#)
To: [Jacob Graichen](#); [John Walsh](#); [Jeff Yarbor](#)
Subject: [External] Request to Remove Wetland Restrictions - Property at Millard Road Tax Acct 29254 and 29246
Date: Monday, June 23, 2025 9:16:16 AM

Dear Planning Department,

I am writing to request the removal of wetland-related restrictions imposed by the Declaration of Restrictions for Wetlands (Document No. DEC 2009-006383), recorded on June 30, 2009, by the Columbia County Health District, for the property located on Millard Road (tax account numbers 29254 and 29246) e.g., a portion of the John McNulty Donation Land Claim No. 50, Section 8, Township 4 North, Range 1 West, Columbia County, Oregon]. This property, described in Exhibit A of the document, is now under St. Helens' jurisdiction, and I believe current conditions justify a reassessment.

The 2009 Declaration stemmed from Case File No. DR 09-01, requiring compliance with wetland regulations. Since then, significant changes have occurred and a new study will be required with newer updated requirements making this document obsolete. These efforts align with and exceed the standards in Chapter 17.40 of the St. Helens Municipal Code, supporting the city's goals of wetland preservation and compatible land use.

Given this update, I request a letter from the City of St Helens planning department removing the wetland restriction (Document No. DEC 2009-006383) in favor of the current rules and regulations in the St Helens Municipal Code.

Thank you for your consideration. I can be reached at 503-310-7921. I look forward to your response.

Best regards,
Joe

JOE KESSI

Fidelis First | J Handsome Homes
CEO | Real Estate Developer

Direct: 503.310.7921
joek@fidelisfirst.com



After recording, return to:

Pam Powell
Columbia County Health District
PO Box 995
St Helens, OR 97051

**DECLARATION OF RESTRICTIONS
FOR
WETLANDS**

THIS DECLARATION OF RESTRICTIONS FOR WETLANDS ("Declaration") is made this 30th day of June, 2009, by the Columbia County Health District, an Oregon Health District ("Declarant").

A. Declarant owns the real property within Columbia County, Oregon, described in Exhibit A.

B. Whereas Declarant acknowledges that there are wetland areas on portions of the property.

C. Whereas under the conditions of approval for the site design review application to Columbia County Planning Department, Case File No. DR 09-01, Declarant is required to record a deed restriction related to the wetlands found on the property;

D. Now therefore Declarant hereby declares that the Declarant shall comply with all applicable federal, state, and local laws and regulations concerning wetlands on portions of the property described in Exhibit A.

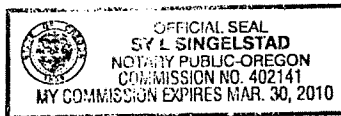
IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 30th day of June, 2009.

COLUMBIA COUNTY HEALTH DISTRICT,
An Oregon Health District

By: J. M. Tappan
Name: JAY M. TAPPAN
Its: Chair

State of Oregon)
County of Columbia) ss.

This instrument was acknowledged before me on June 30, 2009,
by Jay M. Tappan as Chair of
the Columbia County Health District.



Syl Singelstad
Notary Public for Oregon
My Commission Expires: 03/30/2010

COLUMBIA COUNTY, OREGON 2009-006383
DEED-DCL
Cnt=1 Pgs=2 HUSERB 07/02/2009 11:42:47 AM
\$10.00 \$11.00 \$5.00 \$10.00 Total: \$36.00



00107329200900063830020029

I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Elizabeth E. Huser - County Clerk

EXHIBIT "A"

A portion of the John McNulty Donation Land Claim No. 50, located in the Northwest one-quarter and in the Southwest one-quarter of Section 8, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 23 of FIRLOK PARK, being a 1 inch iron pipe on the southerly right-of-way line of Maple Street (25.00 feet from centerline);

Thence along said Southerly right-of-way line North 88° 06' 31" East 149.48 feet to a point from which a 1-1/2 inch iron pipe bears South 09° 22' 10" East 1.21 feet;

Thence along the Westerly line of Book 148, Page 96, South 09° 22' 10" East 110.07 feet to a 1/2 inch iron pipe;

Thence along the Southwesterly line of said Book 148, Page 96, South 46° 07' 00" East 25.20 feet to a point in the center of McNulty Creek;

Thence along the center of said creek along the following courses:

North 11° 15' 12" West 7.92 feet;

North 65° 31' 40" East 27.61 feet;

North 81° 05' 05" East 67.62 feet;

South 80° 37' 07" East 53.35 feet to the Northeast corner of Deed Book 148, Page 94 from which a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." bears South 01° 33' 00" East 20.00 feet;

Thence along the East line of said Deed South 01° 33' 00" East 1325.99 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." being the True Point of Beginning;

Thence continuing along said East line South 01° 33' 00" East 693.90 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "DEWEY SURVEYING INC." on the Northerly right-of-way line of Millard County Road (20.00 feet from centerline);

Thence along said Northerly right-of-way line North 88° 15' 37" West 525.01 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "DEWEY SURVEYING INC.";

Thence along the West line of Deed Book 144, Page 313 North 01° 33' 54" West 694.09 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR.";

Thence leaving the East line of said Book 144, Page 313 South 88° 14' 26" East 525.20 feet to the TRUE POINT OF BEGINNING.

**BEFORE THE
COLUMBIA COUNTY PLANNING COMMISSION
ST. HELENS, OREGON**

In the matter of an application of the)
Columbia Health District for a Site)
Design Review for a Hospital in the)
Community Service Institutional (CSI))
zone.

FINAL ORDER DR 09-01

This matter came before the Columbia County Planning Commission on the application of the Columbia Health District for a Site Design Review to build a new hospital, approximately 24,000 square foot, on 8.35 acres located on Millard Road, Warren. The site is further described per the County Assessor's records as a portion of tax map number: 4108-CB-00400.

Notification of this land use application was sent to affected agencies, the St. Helens-Columbia City CPAC and surrounding property owners. A Public Hearing was held on October 16, 2008 and continued to December 1, 2008; where the Planning Commission heard testimony from the applicant and interested parties and considered written materials including the Staff Report.

After due consideration, the Columbia County Planning Commission hereby adopts the findings in the Staff Report dated October 6, 2008, and Supplemental Findings for December 1, 2008 hearing, and orders this application **DR 09-01** be, **APPROVED**, subject to the following conditions:

CONDITIONS OF APPROVAL

1. This Site Design Review shall remain valid for two (2) years from the date of the final decision. This permit shall become void, unless the proposal has commenced in conformance with all conditions and restrictions established herein within the two-year validity period. Extensions of time may be granted by the Planning Director if requested in writing with the appropriate fee before the expiration date, given the applicant is not responsible for failure to develop.
2. The applicant shall sign and record a Deed Restriction for the designated wetlands located on the subject property. The deed restriction shall state at least in part that "the grantee shall comply with all federal, state, and local laws and regulations concerning wetlands on the property described herein." The applicant shall provide LDS with a copy of this recorded document to be kept with the Planning File.
3. The applicant shall dedicate an additional 10 foot right-of-way to the Millard Road frontage existing 40 foot right-of-way for public road use.

4. Prior to the commencement of any activity related to (1) street improvements along the property's frontage of Millard Road bordering the wetland area or (2) enhancement to either of the site's 2 wetland areas, the applicant shall obtain authorization/approval from Oregon DSL, ODFW and/or Army Corps of Engineers, if applicable. All future development shall comply with the conditions of these approvals, and the County is not liable for any delays in the processing of a state or federal permit.
5. The applicant shall extend and connect the subject property to the City of St. Helens' sanitary sewer. The applicant shall be financially responsible for extending sanitary sewer from Highway 30/Millard Road intersection to the subject property. Before the County can issue development permits for structures needing sanitary sewer, the applicant shall sign and record an annexation agreement and provide supporting documents related to the availability of sanitary sewer to the property with the City of St. Helens.
6. The applicant shall connect the subject property to a community water source. Before the County can issue development permits for structures needing community water, the applicant shall submit a "Will Serve" letter from the community water source confirming water is available for its intended use on this site.
7. The applicant shall obtain a location Road Access Permit from the County Road Department prior to commencing any site preparation activities on the 8.35 acre site.
8. The applicant's scaled engineered/surveyed plans shall indicate the location of the designated wetlands in relation to the site's proposed development to ensure there are no encroachment of those prohibited activities identified in Section 1185.G of the Zoning Ordinance.
9. The applicant shall obtain building permit(s) for any signs needed for the proposed hospital. All signs shall be sited in accordance with the applicable aggregate sign area per parcel as well as dimensional requirements for individual signs identified in Section 1300 of the County Zoning Ordinance.
10. Landscaping as presented in the applicant's site plan, shall be kept free of refuse and maintained so that it does not: 1) preclude the maintenance or repair of a public utility, 2) restrict pedestrian and vehicular access, and 3) will not constitute any traffic hazards because of reduced visibility. Landscaping shall be maintained in a presentable manner consistent with all applicable standards of the County Code and as required by the conditions herein for the life of the proposal.
11. **Prior to the Building Permit issuance, the following conditions shall be met:**
 - A. A revised site plan shall be submitted for review and approval in compliance with the Columbia County Zoning Ordinance. The revised site plan shall include the following information and incorporate all aspects into the original Site Design Review.
 - I. A revised access, parking and circulation plan that complies with the

- applicable provisions of Sections 1400 related to the total number and dimensional requirements of standard parking and loading spaces and dimensional requirements for aisles. Each parking area shall be limited to 20 parking spaces and have at least 1 ADA accessible parking space. All ADA accessible parking spaces shall meet the Oregon Department of Transportation Disabled Parking Standards with regards to markings, dimensions, and signs
- ii. Any additional requirements from the Columbia River Fire & Rescue District, City of St. Helens, and McNulty Water Association shall be included.
 - iii. The location and size of all proposed signs.
 - iv. Ensure all external lighting will not shine directly on adjacent properties and roads while providing sufficient illumination for the safe ingress/egress from and to Millard Road.
- B. A Final Stormwater and Erosion Control Plan for the proposal shall be approved by the Planning Director. The approved Final Stormwater or Erosion Control Plan(s) shall be attached with an application for Building Permit and become part of that permit.
 - C. Changes to approved plan(s) and/or elevations shall be reviewed and approved by the County prior to implementation. All work shall accurately reflect County approved plans.
 - D. All areas used for parking or maneuvering of any vehicles shall be improved with asphalt or concrete surfaces (or an alternate surface approved by the County).

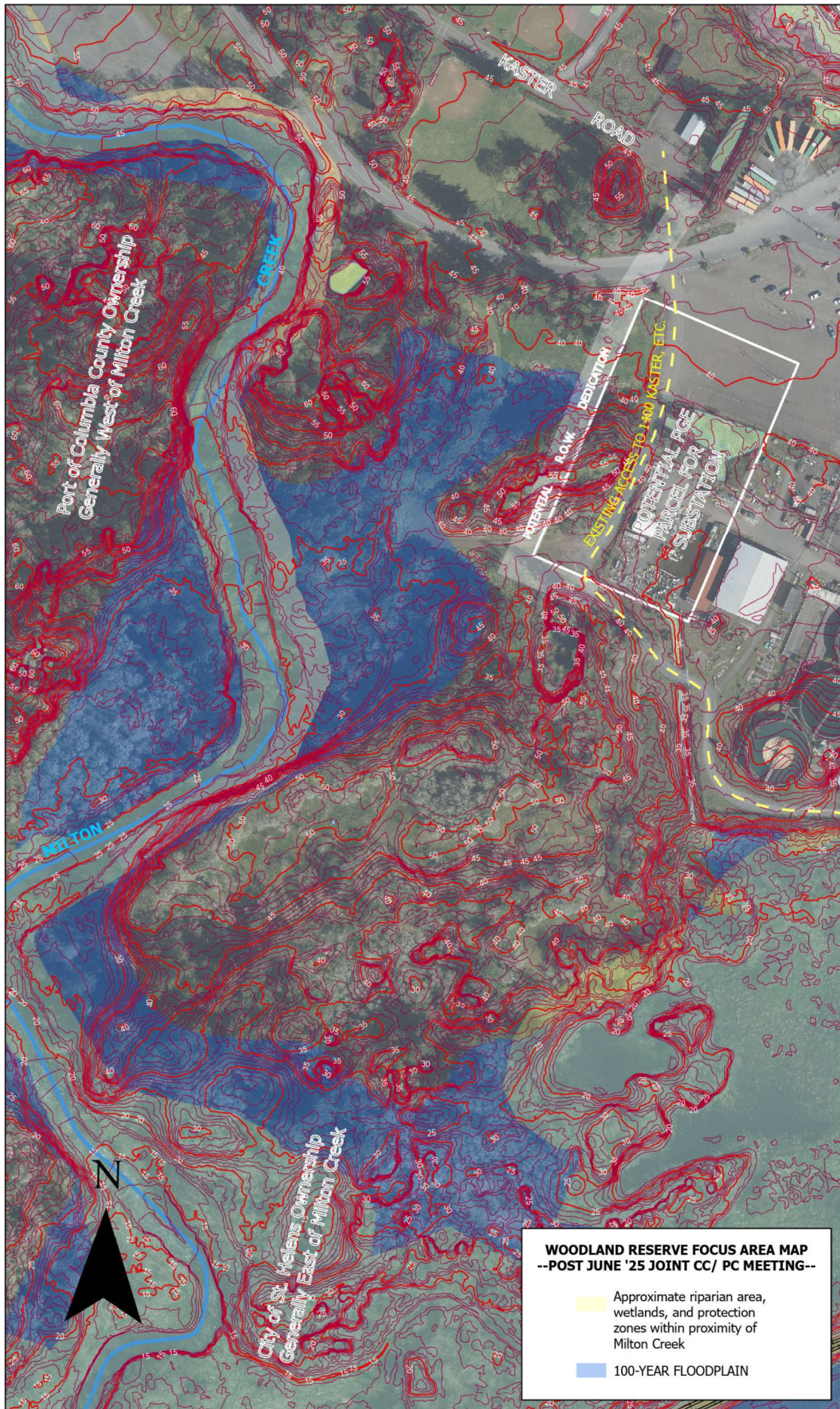
COLUMBIA COUNTY PLANNING COMMISSION


DAVE MIDDLE, CHAIRMAN

12-05-08
DATE

Wetland area on 59346 Mountain View Dr.





MONTHLY REPORT TO COUNCIL



Item #3.

Meeting Date: July 16, 2025
Prepared by: Michael De Roia
Department: Community Development
Division: Building
Reporting Period: 03/2025 – 07/2025
CC: City Administrator John Walsh

1. General Operations (Mo./YTD)

- Permits Issued (102/178)
- Inspections Performed (239/494)
- Plan Reviews (108/161)
- Columbia City Services (See Attached Reports)

2. Staffing & Personnel

- The Building Division is staffed with 2.4 FTE's. Our permitting staff assists internal and external customers from permit application to certificate of occupancy and every step in between. The volume of work respective to building permit issuance is reflected in the operation report above, but this does not capture the consistent and stellar customer service our permit center provides to all people who come into City Hall. From public meetings and event information and to...whatever information you need, Heidi and Angelica are ready to help and guide people to get business done.
- Trainings: Angelica completed all required trainings and continues to improve her skills in the permit center working with multiple departments on multiple projects. A special thank you for the wonderful work that Heidi has put into training and guiding Angelica in building processes and more.

3. Projects & Initiatives

Projects

- **LOCAL:**
 - Updated IGA - St. Helens has participated in the Homeland Security Emergency Management Commission (HSEMC) since 2007. We are currently working with the County to draft a new IGA. The County has presented a draft and subcommittee has been formed to provide input. St. Helens is a participant in the subcommittee. We anticipate a draft will be presented to the Council in the fall of 2025. If the City chooses to participate in the IGA a budget impact of 2025/2026 Budget (\$9,844.88 is the cost to Level 2 Participating Jurisdiction).
 - Coordinating with Columbia County to create an IGA, for the County to provide Address, Parcel, and Owner (APO) data updates on a regular schedule for building permit software. This process is necessary to provide accurate online services. A draft should be presented to Council fall 2025.
- **STATE BUILDING CODES DIVISION (BCD)-**
 - Recommending that the Council approve a Building Evaluation Support Agreement (BESA) with the State. In summary this agreement is similar to our

agreement with Columbia County except that it expands our resources to all other jurisdictions that are participating in the BESA program. See more information at the end of this report

4. Upcoming Events & Important Dates

(Provide information on City-related events, meetings, and deadlines relevant to the department.)

- Oct 1st 2025 – Adoption of the 2025 Oregon Structural Specialty Code

Attachments (If Applicable)

Building Reviews Completed

Building Data Request Information

Columbia City Services Report

BESA Background Information



Building Reviews Completed

CITY OF ST. HELENS

2
St. Helens
503-397-6272
FAX: 503-397-4016

Item #3.

www.sthelensoregon.gov

3/26/2025-7/9/2025

buildingsafety@sthelensoregon.gov

		Al-Daomi	Bird	Darroux	Davis	De Roia	Dimsho	Graichen	Hansen	Stirling	Total
Commercial	Additional Review		2	1			3	5			11
	Building Review				1	20					21
	Infrastructure Review									1	1
	Mechanical Review				1	9					10
	Planning Review						7	6			13
	Plumbing Review								1		1
	Site Review		1								1
	Total		3	1	2	29	10	11	1	1	58
Residential	Building Review					15					15
	Infrastructure Review									11	11

		Al-Daomi	Bird	Darroux	Davis	De Roia	Dimsho	Graichen	Hansen	Stirling	Total
Residential	Planning Review						8	5			13
	Site Review	5	6								11
	Total	5	6			15	8	5		11	50
Total		5	9	1	2	44	18	16	1	12	108



Building Data Request Information

CITY OF ST. HELENS

St. Hel Item #3.
503-397-6272
FAX: 503-397-4016

For 03/26/2025 through 7/9/25

www.sthelensoregon.gov

buildingsafety@sthelensoregon.gov

Permit Type	Count	Valuation
Commercial Mechanical	7	\$75,128.00
Commercial Plumbing	6	
Commercial Structural - New	3	\$55,006.25
Commercial Structural - Other	13	\$218,290.00
Residential Mechanical	36	
Residential Plumbing	24	
Residential Structural - New 1 and 2 Family	5	\$1,978,415.93
Residential Structural - Other	8	\$645,216.00

Inspections:	Count
Commercial Mechanical Inspection	11
Commercial Plumbing Inspection	13
Commercial Structural - New Inspection	17
Commercial Structural - Other Inspection	50
Commercial Structural Non-Classified	2
Residential Mechanical Inspection	44
Residential Plumbing Inspection	36
Residential Structural - Manufactured Dwelling Inspection	10
Residential Structural - New 1 and 2 Family Inspection	28
Residential Structural - Other Inspection	28

Report Description:

Permits Types Included:

Records Types Include: Residential Manufactured Dwelling, Commercial Alarm or Suppression Systems, Residential Electrical Limited Energy, Residential Electrical Renewable Energy, Residential Electrical, Commercial Electrical Limited Energy, Commercial Electrical Renewable Energy, Commercial Electrical, Residential Mechanical, Commercial Mechanical, Residential Plumbing, Commercial Plumbing, Residential Phased Project, Commercial Phased Project, Residential Structural, Commercial Structural, 1 & 2 Family Dwelling, Residential Sign, Commercial Sign

Permits Issued Portion

The First_Issued_Date must fall between the Start and End Dates

Permit Status must not be Void or Withdrawn

Permit must have a applied payment for at least one Building State Surcharge

Categorization Process:

1. Permits are categorized as Commercial and Residential (using b1_per_type)
2. Permits are categorized as Electrical, Mechanical, Plumbing and Structural based on the Surcharge fee paid (1 & 2 Fam Dwelling will count in multiple categories)
3. Structural Permits are categorized by Custom Fields Type of Work and Category of Construction

Inspections Portion (Inspection Trips Completed)

The Inspection Completed Date must fall between the Start and End Dates

The Inspection Status must be 'Insp Completed' with a Result of 'Accepted', 'Approved', 'Approved with Conditions' or 'Not Required' OR Inspection Status must be 'Insp Cancelled' with a Result of 'Denied', 'Information Only', 'No Access' 'Not Ready', or 'Partial'

Inspections must have starting numbers between 1000 and 5999 or 6900 and 6999 or 8000 and 8999

Categorization Process:

1. Permits are categorized as Commercial and Residential (using b1_per_type)
2. Permits are categorized as Electrical, Mechanical, Plumbing and Structural based the beginning number of the inspection
3. Structural Permits are categorized by Custom Fields Type of Work and Category of Construction

Item #3.



3rd Party Provider Report

CITY OF COLUMBIA CITY
1840 S
Columbia City, OR 97018
503-397-4010
FAX: 503-366-2870

Item #3.

www.columbia-city.org

1/1/2025 00:00:00 - 7/9/2025 23:59:59

bldg@columbia-city.org

		Columbia City	St. Helens	Total
191-23-000051-PLM	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$-12.77		\$-12.77
	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$-6.38		\$-6.38
	Technology Fee	\$-1.11	\$-3.34	\$-4.45
	Technology Fee	\$-0.40	\$-1.20	\$-1.60
	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$17.22		\$17.22
	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$7.98		\$7.98
	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$1.82		\$1.82
	Sanitary sewer - Total linear feet	\$16.38	\$49.15	\$65.53
	Local Technology Fee - Columbia City	\$2.00	\$6.01	\$8.01
	Records request	\$25.20		\$25.20
	Total	\$49.94	\$50.62	\$100.56
191-24-000064-DWL	Furnace/burner including duct work/vent/liner	\$3.10	\$9.29	\$12.39
	Furnace - up to 100,000 BTU	\$3.10	\$9.29	\$12.39
	Floor furnace, including vent	\$3.10	\$9.29	\$12.39
	Air conditioner	\$3.10	\$9.29	\$12.39
	Heat pump	\$3.10	\$9.29	\$12.39
	Water heater	\$2.32	\$6.96	\$9.28
	Range hood/other kitchen equipment	\$2.32	\$6.96	\$9.28
	Flue vent for water heater or gas fireplace	\$2.32	\$6.96	\$9.28

		Columbia City	St. Helens	Total
191-24-000064-DWL	Ventilation fan connected to single duct	\$2.32	\$6.96	Item #3.
	Clothes dryer exhaust	\$2.32	\$6.96	\$9.28
	Sewer Connection - inside city 3/4 in meter - residential	\$100.00		\$100.00
	State of Oregon Surcharge - Bldg (12% of applicable fees)	\$348.76		\$348.76
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$13.51		\$13.51
	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$77.19		\$77.19
	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$41.95	\$125.85	\$167.80
	Driveway	\$15.00		\$15.00
	CET - St Helens SD 502 - Res Use	\$2,916.79		\$2,916.79
	CET - St Helens SD 502 - Admin Fee - Res Use	\$121.53		\$121.53
	SDC - Water 3/4 in meter	\$4,292.00		\$4,292.00
	SDC - Sewer 3/4 in meter - Columbia City	\$1,623.00		\$1,623.00
	SDC - Sewer 3/4 in meter - St Helens	\$4,117.00		\$4,117.00
	SDC - Storm Drainage	\$388.38		\$388.38
	SDC - Parks	\$2,018.93		\$2,018.93
	SDC - Transportation	\$4,575.00		\$4,575.00
	Water Connection - inside city 3/4 in meter - out subdivision, not p	\$1,700.00		\$1,700.00
	Single Family Residence - Baths	\$160.82	\$482.47	\$643.29
	Structural building permit fee	\$726.59	\$2,179.78	\$2,906.37
	Gas fuel piping outlets	\$1.05	\$3.15	\$4.20
	Total	\$23,275.09	\$2,904.01	\$26,179.10
191-24-000070-STR	Land Use Plan Review - Industrial	\$50.00		\$50.00
	City Permit Administration Fee	\$10.50	\$31.50	\$42.00

		Columbia City	St. Helens	Total
191-24-000070-STR	Local Technology Fee - Columbia City	\$1.71	\$5.14	Item #3.
	Structural building permit fee	\$28.25	\$84.74	\$112.98
	State of Oregon Surcharge - Bldg (12% of applicable fees)	\$13.56		\$13.56
	Total	\$104.02	\$121.37	\$225.39
191-25-000002-STR	Land Use Plan Review - Residential	\$25.00		\$25.00
	Structural plan review fee	\$119.96	\$359.89	\$479.85
	Local Technology Fee - Columbia City	\$9.45	\$28.35	\$37.80
	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Structural building permit fee	\$184.56	\$553.67	\$738.23
	State of Oregon Surcharge - Bldg (12% of applicable fees)	\$88.59		\$88.59
	Total	\$438.06	\$973.41	\$1,411.47
191-25-000003-PLM	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Balance of minimum permit fees - plumbing	\$9.10	\$27.30	\$36.40
	Tub/shower/shower pan	\$6.65	\$19.95	\$26.60
	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$7.56		\$7.56
	Total	\$34.60	\$81.11	\$115.71
191-25-000005-MECH	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Balance of minimum permit fees - mechanical	\$9.56	\$28.67	\$38.22
	Air conditioner	\$3.10	\$9.29	\$12.39
	Furnace - up to 100,000 BTU	\$3.10	\$9.29	\$12.39
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$7.56		\$7.56
	Total	\$34.60	\$81.11	\$115.71

		Columbia City	St. Helens	Total
191-25-000007-PLM	Water heater	\$6.65	\$19.95	Item #3.
	Balance of minimum permit fees - plumbing	\$19.95	\$59.85	\$79.80
	Local Technology Fee - Columbia City	\$1.11	\$3.34	\$4.45
	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$12.77		\$12.77
	Total	\$50.98	\$114.64	\$165.62
191-25-000008-DWL	Land Use Plan Review - Residential	\$25.00		\$25.00
	Structural plan review fee	\$430.10	\$1,290.31	\$1,720.41
	Structural plan review fee	\$-430.10	\$-1,290.31	\$-1,720.41
	Structural plan review fee	\$430.10	\$1,290.31	\$1,720.41
	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Backflow preventer	\$6.65	\$19.95	\$26.60
	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$80.39		\$80.39
	Furnace - up to 100,000 BTU	\$3.10	\$9.29	\$12.39
	Gas or wood fireplace/insert	\$3.10	\$9.29	\$12.39
	Gas fuel piping outlets	\$1.05	\$3.15	\$4.20
	Range hood/other kitchen equipment	\$2.32	\$6.96	\$9.28
	Ventilation fan connected to single duct	\$11.60	\$34.80	\$46.40
	Water Connection - inside city 3/4 in meter - in subdivision	\$600.00		\$600.00
	Water heater	\$2.32	\$6.96	\$9.28
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$12.76		\$12.76
	State of Oregon Surcharge - Bldg (12% of applicable fees)	\$317.61		\$317.61
	Local Technology Fee - Columbia City	\$38.89	\$116.67	\$155.56
	CET - St Helens SD 502 - Res Use	\$4,004.32		\$4,004.32

		Columbia City	St. Helens	Total
191-25-000008-DWL	CET - St Helens SD 502 - Admin Fee - Res Use	\$166.85		Item #3.
	Driveway	\$15.00		\$15.00
	SDC - Water 3/4 in meter	\$4,292.00		\$4,292.00
	SDC - Sewer 3/4 in meter - Columbia City	\$1,623.00		\$1,623.00
	SDC - Sewer 3/4 in meter - St Helens	\$4,117.00		\$4,117.00
	SDC - Storm Drainage	\$388.38		\$388.38
	SDC - Parks	\$2,018.93		\$2,018.93
	SDC - Transportation	\$4,575.00		\$4,575.00
	Sewer Connection - inside city 3/4 in meter - residential	\$100.00		\$100.00
	Single Family Residence - Baths	\$160.82	\$482.47	\$643.29
	Structural building permit fee	\$661.70	\$1,985.09	\$2,646.78
	Other environment exhaust/ventilation	\$3.10	\$9.29	\$12.39
	Total	\$23,671.48	\$4,005.73	\$27,677.21
191-25-000009-MECH	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Balance of minimum permit fees - mechanical	\$12.39	\$37.17	\$49.56
	Gas or wood fireplace/insert	\$3.10	\$9.29	\$12.39
	Gas fuel piping outlets	\$0.26	\$0.79	\$1.05
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$7.56		\$7.56
	Total	\$34.60	\$81.11	\$115.71
191-25-000010-STR	Structural building permit fee	\$23.65	\$70.94	\$94.58
	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$1.49	\$4.46	\$5.94
	Structural plan review fee	\$15.37	\$46.11	\$61.48

		Columbia City	St. Helens	Total
191-25-000010-STR	State of Oregon Surcharge - Bldg (12% of applicable fees)	\$11.35		
	Land Use Plan Review - Residential	\$25.00		\$25.00
	Total	\$87.35	\$153.00	\$240.35
191-25-000011-MECH	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Balance of minimum permit fees - mechanical	\$12.65	\$37.96	\$50.61
	Furnace - up to 100,000 BTU	\$3.10	\$9.29	\$12.39
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$7.56		\$7.56
	Total	\$34.60	\$81.11	\$115.71
191-25-000012-STR	Structural plan review fee	\$15.37	\$46.11	\$61.48
	Copies - 8.5x11, color, single sided	\$11.25		\$11.25
	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$1.49	\$4.46	\$5.94
	Structural building permit fee	\$23.65	\$70.94	\$94.58
	State of Oregon Surcharge - Bldg (12% of applicable fees)	\$11.35		\$11.35
	Total	\$73.60	\$153.00	\$226.60
191-25-000012-STR-REV-01	Land Use Plan Review - Commercial	\$50.00		\$50.00
	Structural plan review fee	\$15.37	\$46.11	\$61.48
	Total	\$65.37	\$46.11	\$111.48
191-25-000012-STR-TCO-01	Local Technology Fee - Columbia City	\$2.01	\$6.02	\$8.03
	Temporary certificate of occupancy	\$66.88	\$200.63	\$267.50
	Total	\$68.88	\$206.65	\$275.53
191-25-000012-STR-TCO-02	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$2.32	\$6.97	\$9.29

		Columbia City	St. Helens	Total
191-25-000012-STR-TCO-02	Temporary certificate of occupancy	\$66.88	\$200.63	Item #3.
	Total	\$79.70	\$239.09	\$318.79
191-25-000013-PLM	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Balance of minimum permit fees - plumbing	\$9.10	\$27.30	\$36.40
	Tub/shower/shower pan	\$6.65	\$19.95	\$26.60
	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$7.56		\$7.56
	Total	\$34.60	\$81.11	\$115.71
191-25-000014-MECH-01	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Water heater	\$2.32	\$6.96	\$9.28
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$7.56		\$7.56
	Balance of minimum permit fees - mechanical	\$13.43	\$40.29	\$53.72
	Total	\$34.60	\$81.11	\$115.71
191-25-000014-PLM	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Balance of minimum permit fees - plumbing	\$9.10	\$27.30	\$36.40
	Water heater	\$6.65	\$19.95	\$26.60
	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$7.56		\$7.56
	Total	\$34.60	\$81.11	\$115.71
191-25-000016-MECH	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Balance of minimum permit fees - mechanical	\$9.56	\$28.67	\$38.22
	Air handling unit of up to 10,000 cfm	\$3.10	\$9.29	\$12.39

		Columbia City	St. Helens	Total
191-25-000016-MECH	Heat pump	\$3.10	\$9.29	Item #3.
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$7.56		\$7.56
	Total	\$34.60	\$81.11	\$115.71
191-25-000017-STR	Structural building permit fee	\$49.60	\$148.79	\$198.38
	Structural plan review fee	\$32.24	\$96.71	\$128.95
	Local Technology Fee - Columbia City	\$2.77	\$8.31	\$11.08
	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	State of Oregon Surcharge - Bldg (12% of applicable fees)	\$23.81		\$23.81
	Total	\$118.91	\$285.31	\$404.22
191-25-000018-MECH	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Balance of minimum permit fees - mechanical	\$9.56	\$28.67	\$38.22
	Air conditioner	\$3.10	\$9.29	\$12.39
	Furnace - up to 100,000 BTU	\$3.10	\$9.29	\$12.39
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$7.56		\$7.56
	Total	\$34.60	\$81.11	\$115.71
191-25-000019-PLM	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$2.71	\$8.13	\$10.84
	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$38.30		\$38.30
	Clothes washer	\$6.65	\$19.95	\$26.60
	Water closet	\$13.30	\$39.90	\$53.20
	Ice maker	\$6.65	\$19.95	\$26.60
	Sink/basin/lavatory	\$26.60	\$79.80	\$106.40
	Tub/shower/shower pan	\$13.30	\$39.90	\$53.20

		Columbia City	St. Helens	Total
191-25-000019-PLM	Hose bib	\$13.30	\$39.90	Item #3.
	Total	\$131.31	\$279.03	\$410.34
191-25-000020-DEMO	Demolition permit fee, total structure	\$23.75	\$71.25	\$95.00
	Local Technology Fee - Columbia City	\$1.03	\$3.08	\$4.11
	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Total	\$35.28	\$105.83	\$141.11
191-25-000021-MECH	Commercial mechanical permit (based on mechanical job value)	\$24.15	\$72.45	\$96.60
	Local Technology Fee - Columbia City	\$1.04	\$3.12	\$4.16
	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$11.59		\$11.59
	Total	\$47.28	\$107.07	\$154.35
191-25-000022-MECH-01	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Gas fuel piping outlets	\$0.26	\$0.79	\$1.05
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$7.56		\$7.56
	Balance of minimum permit fees - mechanical	\$15.49	\$46.46	\$61.95
	Total	\$34.60	\$81.11	\$115.71
191-25-000022-PLM	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Balance of minimum permit fees - plumbing	\$2.45	\$7.35	\$9.80
	Other - plumbing	\$13.30	\$39.90	\$53.20
	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$7.56		\$7.56
	Other - plumbing	\$-13.30	\$-39.90	\$-53.20
	Balance of minimum permit fees - plumbing	\$-2.45	\$-7.35	\$-9.80

		Columbia City	St. Helens	Total
191-25-000022-PLM	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$-7.56		
	Local Technology Fee - Columbia City	\$-0.79	\$-2.36	\$-3.15
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Other - plumbing	\$6.65	\$19.95	\$26.60
	Balance of minimum permit fees - plumbing	\$9.10	\$27.30	\$36.40
	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$7.56		\$7.56
	Total	\$34.60	\$81.11	\$115.71
191-25-000024-MECH	Local Technology Fee - Columbia City	\$0.32	\$0.95	\$1.26
	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$-0.32	\$-0.95	\$-1.26
	Local Technology Fee - Columbia City	\$0.32	\$0.95	\$1.26
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$7.56		\$7.56
	Local Technology Fee - Columbia City	\$0.47	\$1.42	\$1.89
	Balance of minimum permit fees - mechanical	\$9.56	\$28.67	\$38.22
	Bus Lic - Non-Resident Business - Annual	\$100.00		\$100.00
	Air conditioner	\$3.10	\$9.29	\$12.39
	Furnace - up to 100,000 BTU	\$3.10	\$9.29	\$12.39
	Total	\$134.60	\$81.11	\$215.71
191-25-000025-MECH	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Balance of minimum permit fees - mechanical	\$12.65	\$37.96	\$50.61
	Mini split system	\$3.10	\$9.29	\$12.39
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$7.56		\$7.56
	Total	\$34.60	\$81.11	\$115.71

		Columbia City	St. Helens	Total
191-25-000027-PLM	City Permit Administration Fee	\$10.50	\$31.50	Item #3.
	Sanitary sewer - Total linear feet	\$16.38	\$49.15	\$65.53
	State of Oregon Surcharge -Plumb (12% of applicable fees)	\$7.86		\$7.86
	Local Technology Fee - Columbia City	\$0.81	\$2.42	\$3.23
	Total	\$35.55	\$83.07	\$118.62
191-25-000029-MECH	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Balance of minimum permit fees - mechanical	\$12.65	\$37.96	\$50.61
	Mini split system	\$3.10	\$9.29	\$12.39
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$7.56		\$7.56
	Total	\$34.60	\$81.11	\$115.71
191-25-000031-MECH	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Balance of minimum permit fees - mechanical	\$12.39	\$37.17	\$49.56
	Gas fuel piping outlets	\$0.26	\$0.79	\$1.05
	Other fuel appliance	\$3.10	\$9.29	\$12.39
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$7.56		\$7.56
	Total	\$34.60	\$81.11	\$115.71
191-25-000032-MECH	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Balance of minimum permit fees - mechanical	\$9.56	\$28.67	\$38.22
	Air handling unit of up to 10,000 cfm	\$3.10	\$9.29	\$12.39
	Heat pump	\$3.10	\$9.29	\$12.39
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$7.56		\$7.56

		Columbia City	St. Helens	Total
191-25-000032-MECH	Total	\$34.60	\$81.11	\$115.71
191-25-000033-MECH	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.79	\$2.36	\$3.15
	Balance of minimum permit fees - mechanical	\$9.56	\$28.67	\$38.22
	Air conditioner	\$3.10	\$9.29	\$12.39
	Furnace - up to 100,000 BTU	\$3.10	\$9.29	\$12.39
	State of Oregon Surcharge - Mech (12% of applicable fees)	\$7.56		\$7.56
	Total	\$34.60	\$81.11	\$115.71
191-25-000034-STR	Structural building permit fee	\$28.25	\$84.74	\$112.98
	Local Technology Fee - Columbia City	\$1.16	\$3.49	\$4.65
	State of Oregon Surcharge - Bldg (12% of applicable fees)	\$13.56		\$13.56
	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Total	\$53.47	\$119.72	\$173.19
191-25-000035-STR	Structural plan review fee	\$116.99	\$350.96	\$467.95
	Structural plan review fee	\$-116.99	\$-350.96	\$-467.95
	City Permit Administration Fee	\$10.50	\$31.50	\$42.00
	Local Technology Fee - Columbia City	\$0.32	\$0.95	\$1.26
	Total	\$10.82	\$32.45	\$43.26
Total for All Records		\$49,085.25	\$11,359.01	\$60,444.26

Item #3.

07/09/2025



Oregon

Tina Kotek, Governor



Building
Codes
Division

Department of Consumer
and Business Services

Item #3.

Date: Oct. 1, 2024

Subject: Building Evaluation Support Agreement Informational Backgrounder

Background:

In response to industry needs for increased resources for building official, plan review and inspection services, the Oregon Building Codes Division (BCD) has created an interagency agreement that will make it easier for jurisdictions to share resources directly with each other. The Building Evaluation Support Agreement (BESA) will be a voluntary, multilateral mutual aid agreement (Multilateral Agreement) that building departments may use to request and share Building Official services between departments, such as plan review and inspection services.

By using BESA, the requesting building department and the service provider department ("Joining Parties") will agree to the basic terms outlined in the Agreement. All building departments signatory to the agreement will be able to share staff resources with each other. BESA promotes efficiency by eliminating the need to negotiate and execute new interagency agreements every time mutual aid is requested or required. Being able to offer mutual aid allows jurisdictions to keep their projects moving, while not having to carry the added expense of unused labor capacity.

Questions:

1. What are the costs for using BESA?
2. How does a building department begin using BESA?
3. How long is the agreement valid for?
4. Is the agreement limited to specific services?
5. What is the effect of the BESA on any preexisting mutual aid agreements that a jurisdiction may have with other building departments?

Answers:

1. As stated in section V of the agreement, the requesting party agrees to pay the service provider on a quarterly basis, at a rate that involves one of the following options:
 - a) Ninety percent (90%) of the plan review fee collected by the requesting party for plan reviews completed under this agreement.
 - b) Ninety percent (90%) of the permit fee collected by the requesting party for permitted work where BCD will conduct all associated inspections with the permit.
 - c) Eighty-five dollars (\$85.00) per hour for work not identified in (a) or (b).



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Salem, OR 97309



503-378-4133



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oregon.gov/bcd

- d) For each month that service provider provides interim building official services, but no inspection or plan review services, 10% of all building code related fees collected by requesting party.
2. To begin receiving and / or providing services, each party must agree to the terms as outlined in the BESA by executing an “Undertaking to Join” form. BCD will have a current list of joining parties, along with their signed undertakings, publicly available on the BCD website. This will allow for joining parties to communicate directly with each other.
 3. Agreements will be valid from the time a joining party executed and delivered it's Undertaking to Join form. Undertakings will expire on June 30, 2034.
 4. As described within Section IV “Statement of Work” of the agreement, the only services that will be provided under the agreement are those requested by the requesting party and as service provider has available staff to complete the requested work.
 5. None. The intent is not to limit options for building departments. The intent of the language at Section XVIII of the agreement is that execution of the BESA “...supersedes any and all prior or contemporaneous negotiations or agreements between the Joining Parties, or any of them, whether written or oral, concerning the subject matter of this Agreement...”. BESA only supersedes any prior multilateral mutual aid agreements between the participating jurisdictions. Execution of the BESA is not intended to supersede any other bilateral mutual aid agreements that a jurisdiction may have with other building departments. If a building department has mutual aid agreements with other departments, it may choose to continue to operate under those agreements or it may choose to operate under the terms of BESA. It can choose on a case-by-case basis which agreement to use.

For additional information, please visit the BESA webpage by scanning the QR code:





STAFF REPORT (Item Specific)

Item #4.

Meeting Date: July 16, 2025
Author: Gloria Butsch, Finance Director
Department: Administration
Division: Finance
Subject: Universal Fee Schedule Update
Type of Item: Resolution
CC: City Administrator John Walsh

Introduction:

Background:

On May 29, 2025 the budget committee approved the FY2026 budget. The FY2026 budget was approved by City Council on June 18, 2025.

The adopted budget included new and updated fees. All departments reviewed the various fees and updated accordingly.

Staff Analysis:

Attached is the Universal Fees Schedule with the changes and additions highlighted. The most significant items are the changes to the Business Licenses fees for Rentals, the additions of an Event Impact Fee on event ticket sales and Nuisance Call Fees.

Budget Impact:

The fee increases and additions were identified during the FY2026 budget process and are necessary to help maintain a positive General Fund reserve balance.

Alternatives:

The adopted FY2026 budget for the General Fund is well below city policy and significantly below what is considered good fiscal management.

The alternatives are:

- Operating Tax Levy – requires a ballot measure
- Service Fee billed with the utility billings
- Service reductions

Requested Action:

Staff recommends adoption of Resolution No. 2048, updated Universal Fee Schedule.

Attachments:

- Resolution No 2048
- Universal Fee Schedule with highlighted changes
- Updated Universal Fee Schedule

City of St. Helens
RESOLUTION NO. 2048

A RESOLUTION ADOPTING A UNIVERSAL FEE SCHEDULE, AND
 SUPERSEDING RESOLUTION NO. 2004

WHEREAS, the City of St. Helens finds it necessary from time to time to review and update fees on the Universal Fee Schedule; and

WHEREAS, the City of St. Helens City Budget Committee and staff identified fees to add or update; and

WHEREAS, the City Council concludes it is appropriate to update the Universal Fee Schedule; and

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

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

Section 1: Exhibit A, St. Helens Universal Fee Schedule is hereby adopted as amended.

Section 2: Exhibit A, St. Helens Universal Fee Schedule is effective August 1, 2025.

Section 3: This Resolution supersedes Resolution No. 2004.

Approved and adopted by the City Council on July 16, 2025, by the following vote:

Ayes:

Nays:

Abstain:

 Jennifer Massey, Mayor

ATTEST:

 Kathy Payne, City Recorder



St. Helens Universal Fee Schedule

POLICE DEPARTMENT FEES			
Vehicle Impound Fee	\$	100.00	Per vehicle
Bicycle Impound Fee	\$	1.00	Per bicycle
Parking Citation	\$	25.00	Per ticket
Handicap Zone Violation	\$	250.00	Per ticket
False Alarm Response Fee, if exceeds 2 within a 12-month period	\$	50.00	Per call
False Alarm Response Fee, if exceeds 4 within a 12-month period	\$	125.00	Per call
Police Reports	\$	20.00	Per case (Up to 30 pages)
Reproduction of Digital Photos/Audio/Video from Police Department	\$	20.00	Per Cassette/CD/DVD/USB



St. Helens Universal Fee Schedule

MISCELLANEOUS FEES		
Appeals Fee - General	\$ 175.00	Per appeal
Non-Sufficient Check Charge	\$ 25.00	Per check
Permit - To Use Sidewalk Area for Furniture	\$ 50.00	Per 50 feet of street frontage used, rounded up.
Photocopies & Printouts		
Black & White: 8.5" x 11"	\$ 0.50	Per side
Black & White: 8.5" x 14"	\$ 0.75	Per side
Black & White: 11" x 17"	\$ 1.00	Per side
Color: 8.5" x 11"	\$ 1.00	Per side
Color: 8.5" x 14"	\$ 1.50	Per side
Color: 11" x 17"	\$ 2.00	Per side
22" x 34" (B&W)	\$ 3.00	Per page
22" x 34" (Color)	\$ 5.00	Per page
24" x 36" (B&W)	\$ 6.00	Per page
24" x 36" (Color)	\$ 8.00	Per page
Greater than 24" x 36" (B&W)	\$ 12.00	Per page
Greater than 24" x 36" (Color)	\$ 16.00	Per page
Reproduction of Audio/Video from City Meetings	\$ 25.00	Per Cassette/CD/DVD/USB
Public Records Request	\$ 20.00	Minimum deposit. Deposit may be more depending upon the extent of the request. If staff time is less than 15 minutes, only materials costs will be charged. If staff time is more than 15 minutes, labor is charged to the 1/4 hour. Any overpayment will be refunded.
Lien Search	\$ 29.00	Per Lien Search
Declaration of Candidacy Fee (to run for City Council)	\$ 50.00	
Advertising Bench - Annual Inspection Fee	\$ 10.00	Per bench
Reinspection Fee by CRFR for noncompliance with code provisions	\$ 50.00	Per reinspection
Request for Information	\$ 25.00	Per Cassette/CD/DVD/USB
Special Abatement of Illegal Notices or Advertisements	\$ 20.00	Per notice or advertisement



St. Helens Universal Fee Schedule

LIBRARY FEES			
Nonresident Borrower Card Fee	\$	35.00	Per year
	\$	10.00	Per three (3) months
Resident Business Borrower Card Fee	\$	-	No charge. A borrower card for a resident business must be issued in the business's name. Business owner must show a valid City of St. Helens resident business license as well as the business owner's Oregon driver's license to register for a card. The card may be used by employees of the business with the owner's authorization.
Digital Only Card	\$		No Charge
Oregon Library Passport Program Card	\$	-	No charge. Cardholders are limited to a maximum of 5 items checked out at a time and a maximum of 3 holds and do not have access to cultural passes, digital loans, or interlibrary loan services.
Interlibrary Loan	\$	3.00	Per item
Fees for Lost or Destroyed Materials			As long as a lost item is returned in good condition within three (3) months of having been paid, a full refund will be given.
Books, magazines, recordings, DVDs, CDs, or any other material		->	Original list price
Cultural Pass	\$	30.00	
Replacing a borrower's lost card	\$	2.00	
Missing bar code label	\$	2.00	
Lost or damaged case for CDs and DVDs	\$	5.00	
Lost or damaged insert for CDs and DVDs	\$	7.00	
Meeting Room Fees			Non-profit, public educational, and governmental organizations that do not charge fees for events scheduled in meeting rooms will be exempt from meeting room fees, as long as their use of the rooms happens during normal Library hours. For after-hours events, the appropriate hourly rate will still be charged.
Auditorium		\$25.00	Per hour
		\$75.00	Per half day (up to 4 hours)
		\$150.00	All day (Open hours)
Armstrong		\$20.00	Per hour
		\$50.00	Per half day (up to 4 hours)
		\$95.00	All day (Open hours)
Both Rooms		\$40.00	Per hour
		\$110.00	Per half day (up to 4 hours)
		\$210.00	All day (Open hours)
Use of one or both meeting rooms outside normal Library hours	\$	45.00	Per hour
Makespace consumable materials		->	Current market price, as listed in the Makespace
Photocopies & Printouts			
Black & White Copies: 8.5" x 11"	\$	0.10	Per side
Black & White Copies: 8.5" x 14"	\$	0.10	Per side
Color Copies: 8.5" x 11"	\$	0.50	Per side



St. Helens Universal Fee Schedule

Color Copies: 8.5" x 14"	\$	0.50	Per side
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St. Helens Universal Fee Schedule

MUNICIPAL COURT FEES		
Civil Compromise Costs	\$	300.00
Collection Fee per ORS 137.118 (3) (Maximum \$250)		25%
Default Judgment	\$	20.00
Discovery	\$	20.00 Per case number (up to 30 pages)
Driver's License Reinstatement/Offense (City Portion)	\$	20.00
Driving Record - Traffic Offenses Only (non-certified)	\$	1.00
Failure to Appear for Bench Trial	\$	150.00
Failure to Appear for Jury Trial	\$	300.00
Installment Fee - for 6 month plan	\$	25.00
Installment Fee - for 12 month plan	\$	50.00
Warrant Issued	\$	100.00
Withholding on County Assessment		10% at monthly distribution
Probation Violation	\$	50.00
Court Appointed Attorney Rates - Misdemeanor	\$	200.00 Per misdemeanor with maximum of \$400 unless approved by court
Court Appointed Attorney Rates - Probation Violation	\$	125.00 Per case with maximum of \$250 unless approved by court
Court Appointed Attorney Rates - Bench Trial	\$	400.00
Court Appointed Attorney Rates - Jury Trial	\$	600.00



St. Helens Universal Fee Schedule

BUSINESS LICENSE FEES			
Residential Business License			
00 - 9.99 full-time equivalents	\$	65.00	
10 - 24.99 full-time equivalents	\$	85.00	
25 - 49.99 full-time equivalents	\$	105.00	
50 - 99.99 full-time equivalents	\$	125.00	
100+ full-time equivalents	\$	145.00	
Non-Resident Business License	\$	150.00	
Residential Rentals	\$	10.00	Per Unit, Per Month
Commercial Rentals	\$	20.00	Per Unit, Per Month
Non-Resident Temporary Business License	\$	75.00	6 Month Business License
Late Renewal Fee	\$	50.00	After 60 Days Late Renewal
Appeals Processing Fee	\$	150.00	
OLCC New Application	\$	100.00	
OLCC Application Change Fee	\$	75.00	
OLCC Application Renewal Fee	\$	35.00	
Sidewalk Vendor Application Fee	\$	75.00	
Sidewalk Vendor Permit Fee	\$	75.00	
Sidewalk Vendor Appeal Fee	\$	150.00	
Marijuana Business Licenses:			
<u>According to OAR 845-025-2040</u>			
<u>Indoor / Outdoor Production Size Limitations</u>			
Producers:			
Micro Tier I	\$	250.00	Up to 625 sf / Up to 2,500 sf
Micro Tier II	\$	500.00	626 to 1,250 sf / 2,501 to 5,000 sf
Tier 1	\$	1,000.00	1,251 to 5,000 sf / 5,001 to 20,000 sf
Tier II	\$	1,500.00	5,001 to 10,000 sf / 20,001 to 40,000 sf
Medical Canopy	\$	65.00	
Processors	\$	1,000.00	
Wholesalers	\$	1,000.00	
Retailers	\$	1,000.00	



St. Helens Universal Fee Schedule

SOCIAL GAMING FEES			
Non-refundable Application Fee	\$	75.00	Per 12 month lease
License Fee for 1-10 Tables	\$	75.00	Per 12 month lease
License Fee for each additional table over 10	\$	15.00	Per table per 12 month lease



St. Helens Universal Fee Schedule

ENGINEERING FEES		
Right-Of-Way Permit	\$150.00	Fee waived for projects with a value of less than \$1,500 or if part of a permit for the construction of public improvements. Plan Review fee includes up to three plan review iterations, after which additional plan review fees will apply.
Pavement Cut Fee	\$10.00 per linear foot \$150.00 minimum	
Plan Review for Public Improvements		
Engineer's Approved Preliminary Project Cost Estimate,		
from \$0.01 to \$10,000	12% of Cost Estimate	
from \$10,001 to \$50,000	10% of Cost Estimate	
from \$50,001 to \$100,000	8% of Cost Estimate	
from \$100,001 to \$500,000	6% of Cost Estimate	
from \$500,001 to \$1,000,000	4% of Cost Estimate	Fee for plan reviews that exceed the initial three review iterations for plan reviews for public improvements. Fee includes construction documentation reviews, project management, inspection, temporary use or closure of public right-of-way including sidewalk, lanes, or parking spaces as approved, warranty inspections.
from \$1,000,001 and above	2% of Cost Estimate	
Plan Review - Additional Reviews	\$120/hour 1 hour minimum	
Permit for the Construction of Public Improvements		
Engineer's Approved Final Project Cost Estimate,		
from \$0.01 to \$10,000	18% of Cost Estimate	
from \$10,001 to \$50,000	15% of Cost Estimate	
from \$50,001 to \$100,000	12% of Cost Estimate	
from \$100,001 to \$500,000	9% of Cost Estimate	Fee includes Blast plan compliance inspections.
from \$500,001 to \$1,000,000	6% of Cost Estimate	
from \$1,000,001 and above	3% of Cost Estimate	Review fee for site development permits, dwelling permits, manufactured home placement permits, and structural building permits (new construction and additions). Includes System Development Charges (SDCs) review, engineering plan review, and up to three site inspections, including final inspection.
Blasting Permit	\$1,200.00	
Engineering Services for Building Permits	\$320	



St. Helens Universal Fee Schedule

	\$75.00	Engineering review fees for, <ul style="list-style-type: none"> Minor site plan and design reviews such as decks which require only a minimal amount of review (Determined on a case-by-case basis) Structural building permits for SFD non-dwelling additions (SDC Exempt) Demo permits Grade-fill permits (STR, DEMO type permits)
Additional Engineering Inspections or Reviews	\$120/hour 1 hour minimum	Fee for engineering inspections or reviews not covered by an existing permit or fee.
Speed Hump Request Application Fee	\$150.00	Application processing and initial engineering review to determine if the road meets the necessary criteria for speed humps.
Traffic Study	\$2,200.00	Fee for performing traffic study, collecting and analyzing data regarding traffic patterns needed to inform decisions on speeding and the potential impacts of installing traffic calming measures
Erosion and Sedimentation Control Permit (pending approval of Ordinance No. XXXX)	\$500.00	Fee for ground disturbing activities ranging from 1,000 square feet to 0.5 acre (Fee applicable at 500 square feet when sitework is within 50 feet of a body of water or wetland)
	\$500.00 plus \$50.00 for each additional 1,000 square feet	Fee for ground disturbing activities greater than 0.5 acre
Sanitary Sewer Capacity COA (Non-SDC) Surcharge	Varies	Surcharge fee per equivalent dwelling unit (EDU) based on the portion of Wastewater Collection System between the subject property and the Wastewater Treatment Plant which development will discharge to that is identified as at or above capacity in the 2021 Wastewater Master Plan.



St. Helens Universal Fee Schedule

UTILITY BILLING FEES		
Water Service Shut off/on: Mon-Fri 830 AM - 430 PM	\$ -	No Charge
Water Service Shut off/on: During off business hours	\$ 150.00	Per request
Failed Payment Arrangement	\$ 50.00	
Late Fee	\$ 25.00	Fee waived if bill is < \$25
Reconnection Fee (if Shutoff due to non-payment)	\$ 75.00	Fee applied on Shut-off Day
Temporary Service for New Construction	\$ 25.00	
Tampering with Meter Fees		
Tampering: Turning water on/off without City Personnel	\$ 50.00	Up to and possibly including cost of meter replacement & Labor
Tampering: Turning water on while on the current shut-off list	\$ 100.00	Up to and possibly including cost of meter replacement & Labor
Tampering: Breaking installed Lock to turn on meter	\$ 200.00	Up to and possibly including cost of meter replacement & Labor & Ticket from Police
Utility Billing Insert - B&W, 1-Sided, 8.5x11	\$ 500.00	Available to Non-Profits Only
Utility Billing Insert - B&W, 2-Sided, 8.5x11	\$ 650.00	Available to Non-Profits Only
Utility Billing Insert - Color, 1-Sided, 8.5x11	\$ 1,100.00	Available to Non-Profits Only
Utility Billing Insert - Color, 2-Sided, 8.5x11	\$ 1,550.00	Available to Non-Profits Only



St. Helens Universal Fee Schedule

WASTEWATER TREATMENT PLANT FEES			
Pretreatment Program Administrative Fee (Choose Option)			
Annual	\$	1,500.00	
Monthly	\$	125.00	
Annual DEQ Fees Assessed to the City	\$	-	Actual cost of DEQ
New Industrial Discharge Permit Issuance	\$	500.00	
Renewal Industrial Discharge Permit Issuance	\$	300.00	
Non Discharge Annual Permit Fee	\$	500.00	
Demand Inspection Fee	\$	100.00	
Demand Sampling and Monitoring Fee	\$	-	Actual cost of service
Enforcement Activities	\$	-	Actual cost of service



St. Helens Universal Fee Schedule

PARKS AND RECREATION FEES			
Park Areas for Reservation			
McCormick Park			
Area 1 - Veterans Pavilion	\$	25.00	Per 3 hour Session
Areas 2-4	\$	25.00	Per 3 hour Session
Campbell Park			
Areas 1-2	\$	25.00	Per 3 hour Session
Columbia View Park			
Area 1 - Gazebo Amphitheater	\$	25.00	Per 3 hour Session
Field Areas for Reservation			
McCormick Park			
Softball Fields 1-2	\$	10.00	Per 3 hour Session
T-ball Fields 1-2	\$	5.00	Per 3 hour Session
Soccer Field (Combines both T-ball Fields)	\$	10.00	Per 3 hour Session
6th Street Park			
Baseball Fields 1-2	\$	5.00	Per 3 hour Session
Campbell Park			
Softball Fields 1-2	\$	10.00	Per 3 hour Session
Recreation Center			
Softball Fields 1-3	\$	5.00	Per 3 hour Session
Dock moorage fee	\$	15.00	Per day
Dock electrical connection	\$	5.00	Per 24 hours
Recreation Center			
Recreation Center Rental	\$	30.00	Per Hour
Security Deposit (refundable)	\$	50.00	Refundable security deposit
Community Center			
Community Center Small Meeting Room	\$	10.00	Per Hour Non-profits 50% reduction with proof of non-profit letter
Community Center Main Room Rental (kitchen not rentable)	\$	25.00	Per Hour Non-profits 50% reduction with proof of non-profit letter
Community Center Theatre Room Rental	\$	25.00	Per Hour Non-profits 50% reduction with proof of non-profit letter
Toddler Play Gym ages 0-5 years old	\$	25.00	Per Hour
Event Impact Fee	\$	4.95	Per Ticket
Permit - Parade			
Permit - Public Assembly	\$	50.00	Per event
Permit - To Amplify Sound	\$	50.00	Per event
Permit - Engage in Commercial Activity	\$	50.00	Per event
Permit - To Use City Property During Hours of Closure	\$	50.00	Per event
Permit - To Use Electrical Connections Owned by City	\$	25.00	Per day
Permit - To Use Special Use Area	\$	50.00	Per event
Late Fees			
General Park Use (7 business days)	\$	10.00	
Public Assembly (45 business days)	\$	25.00	



St. Helens Universal Fee Schedule

Parade & Walks (45 business days)	\$	50.00	Per Team
Tournament Fee	\$	10.00	
Use of Field Lights	\$	25.00	

PUBLIC WORKS FEES		
Water System Connection		
• 3/4-inch meter only (Single Family)	\$310.00	
• 3/4-inch meter only (Duplex)	\$620.00	
• 3/4-inch meter and service (Single Family)	\$1,700.00	
• 3/4-inch meter and service (Duplex)	\$3,400.00	
• 1-inch or larger meter	\$1,700.00 plus actual Time and Materials	
Wastewater System Connection		
• 4-inch diameter sewer main tap fee	\$300.00	
• Sewer main tap fee for taps greater than 4-inches	\$300.00 plus actual Time and Materials	
Stormwater System Connection		
• 4-inch diameter sewer main tap fee	\$300.00	
• Sewer main tap fee for taps greater than 4-inches	\$300.00 plus actual Time and Materials	



St. Helens Universal Fee Schedule

POLICE DEPARTMENT FEES			
Vehicle Impound Fee	\$	100.00	Per vehicle
Bicycle Impound Fee	\$	1.00	Per bicycle
Parking Citation	\$	25.00	Per ticket
Handicap Zone Violation	\$	250.00	Per ticket
False Alarm Response Fee, if exceeds 2 within a 12-month period	\$	50.00	Per call
False Alarm Response Fee, if exceeds 4 within a 12-month period	\$	125.00	Per call
Police Reports	\$	20.00	Per case (Up to 30 pages)
Reproduction of Digital Photos/Audio/Video from Police Department	\$	20.00	Per Cassette/CD/DVD/USB



St. Helens Universal Fee Schedule

MISCELLANEOUS FEES			
Appeals Fee - General	\$	175.00	Per appeal
Non-Sufficient Check Charge	\$	25.00	Per check
Permit - To Use Sidewalk Area for Furniture	\$	50.00	Per 50 feet of street frontage used, rounded up.
Photocopies & Printouts			
Black & White: 8.5" x 11"	\$	0.50	Per side
Black & White: 8.5" x 14"	\$	0.75	Per side
Black & White: 11" x 17"	\$	1.00	Per side
Color: 8.5" x 11"	\$	1.00	Per side
Color: 8.5" x 14"	\$	1.50	Per side
Color: 11" x 17"	\$	2.00	Per side
22" x 34" (B&W)	\$	3.00	Per page
22" x 34" (Color)	\$	5.00	Per page
24" x 36" (B&W)	\$	6.00	Per page
24" x 36" (Color)	\$	8.00	Per page
Greater than 24" x 36" (B&W)	\$	12.00	Per page
Greater than 24" x 36" (Color)	\$	16.00	Per page
Reproduction of Audio/Video from City Meetings	\$	25.00	Per Cassette/CD/DVD/USB
Public Records Request	\$	20.00	Minimum deposit. Deposit may be more depending upon the extent of the request. If staff time is less than 15 minutes, only materials costs will be charged. If staff time is more than 15 minutes, labor is charged to the 1/4 hour. Any overpayment will be refunded.
Lien Search	\$	29.00	Per Lien Search
Declaration of Candidacy Fee (to run for City Council)	\$	50.00	
Advertising Bench - Annual Inspection Fee	\$	10.00	Per bench
Reinspection Fee by CRFR for noncompliance with code provisions	\$	50.00	Per reinspection
Request for Information	\$	25.00	Per Cassette/CD/DVD/USB
Special Abatement of Illegal Notices or Advertisements	\$	20.00	Per notice or advertisement



St. Helens Universal Fee Schedule

LIBRARY FEES			
Nonresident Borrower Card Fee	\$	35.00	Per year
	\$	10.00	Per three (3) months
Resident Business Borrower Card Fee	\$	-	No charge. A borrower card for a resident business must be issued in the business's name. Business owner must show a valid City of St. Helens resident business license as well as the business owner's Oregon driver's license to register for a card. The card may be used by employees of the business with the owner's authorization.
Digital Only Card	\$		No Charge
Oregon Library Passport Program Card	\$	-	No charge. Cardholders are limited to a maximum of 5 items checked out at a time and a maximum of 3 holds and do not have access to cultural passes, digital loans, or interlibrary loan services.
Interlibrary Loan	\$	3.00	Per item
Fees for Lost or Destroyed Materials			As long as a lost item is returned in good condition within three (3) months of having been paid, a full refund will be given.
Books, magazines, recordings, DVDs, CDs, or any other material		->	Original list price
Cultural Pass	\$	30.00	
Replacing a borrower's lost card	\$	2.00	
Missing bar code label	\$	2.00	
Lost or damaged case for CDs and DVDs	\$	5.00	
Lost or damaged insert for CDs and DVDs	\$	7.00	
Meeting Room Fees			Non-profit, public educational, and governmental organizations that do not charge fees for events scheduled in meeting rooms will be exempt from meeting room fees, as long as their use of the rooms happens during normal Library hours. For after-hours events, the appropriate hourly rate will still be charged.
Auditorium		\$25.00	Per hour
		\$75.00	Per half day (up to 4 hours)
		\$150.00	All day (Open hours)
Armstrong		\$20.00	Per hour
		\$50.00	Per half day (up to 4 hours)
		\$95.00	All day (Open hours)
Both Rooms		\$40.00	Per hour
		\$110.00	Per half day (up to 4 hours)
		\$210.00	All day (Open hours)
Use of one or both meeting rooms outside normal Library hours	\$	45.00	Per hour
Makespace consumable materials		->	Current market price, as listed in the Makespace
Photocopies & Printouts			
Black & White Copies: 8.5" x 11"	\$	0.10	Per side
Black & White Copies: 8.5" x 14"	\$	0.10	Per side
Color Copies: 8.5" x 11"	\$	0.50	Per side



St. Helens Universal Fee Schedule

Color Copies: 8.5" x 14"	\$	0.50 Per side
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St. Helens Universal Fee Schedule

MUNICIPAL COURT FEES		
Civil Compromise Costs	\$	300.00
Collection Fee per ORS 137.118 (3) (Maximum \$250)		25%
Default Judgment	\$	20.00
Discovery	\$	20.00 Per case number (up to 30 pages)
Driver's License Reinstatement/Offense (City Portion)	\$	20.00
Driving Record - Traffic Offenses Only (non-certified)	\$	1.00
Failure to Appear for Bench Trial	\$	150.00
Failure to Appear for Jury Trial	\$	300.00
Installment Fee - for 6-month plan	\$	25.00
Installment Fee - for 12-month plan	\$	50.00
Warrant Issued	\$	100.00
Withholding on County Assessment		10% at monthly distribution
Probation Violation	\$	50.00
Court Appointed Attorney Rates - Misdemeanor	\$	200.00 Per misdemeanor with maximum of \$400 unless approved by court
Court Appointed Attorney Rates - Probation Violation	\$	125.00 Per case with maximum of \$250 unless approved by court
Court Appointed Attorney Rates - Bench Trial	\$	400.00
Court Appointed Attorney Rates - Jury Trial	\$	600.00



St. Helens Universal Fee Schedule

BUSINESS LICENSE FEES		
Residential Business License		
00 - 9.99 full-time equivalents	\$	65.00
10 - 24.99 full-time equivalents	\$	85.00
25 - 49.99 full-time equivalents	\$	105.00
50 - 99.99 full-time equivalents	\$	125.00
100+ full-time equivalents	\$	145.00
Non-Resident Business License	\$	150.00
Residential Rentals	\$	10.00 Per Unit, Per Month
Commercial Rentals	\$	20.00 Per Unit, Per Month
Non-Resident Temporary Business License	\$	75.00 6 Month Business License
Late Renewal Fee	\$	50.00 After 60 Days Late Renewal
Appeals Processing Fee	\$	150.00
OLCC New Application	\$	100.00
OLCC Application Change Fee	\$	75.00
OLCC Application Renewal Fee	\$	35.00
Sidewalk Vendor Application Fee	\$	75.00
Sidewalk Vendor Permit Fee	\$	75.00
Sidewalk Vendor Appeal Fee	\$	150.00
Marijuana Business Licenses:		<u>According to OAR 845-025-2040</u>
Producers:		<u>Indoor / Outdoor Production Size Limitations</u>
Micro Tier I	\$	250.00 Up to 625 sf / Up to 2,500 sf
Micro Tier II	\$	500.00 626 to 1,250 sf / 2,501 to 5,000 sf
Tier 1	\$	1,000.00 1,251 to 5,000 sf / 5,001 to 20,000 sf
Tier II	\$	1,500.00 5,001 to 10,000 sf / 20,001 to 40,000 sf
Medical Canopy	\$	65.00
Processors	\$	1,000.00
Wholesalers	\$	1,000.00
Retailers	\$	1,000.00



St. Helens Universal Fee Schedule

SOCIAL GAMING FEES			
Non-refundable Application Fee	\$	75.00	Per 12-month lease
License Fee for 1-10 Tables	\$	75.00	Per 12-month lease
License Fee for each additional table over 10	\$	15.00	Per table per 12-month lease



St. Helens Universal Fee Schedule

ENGINEERING FEES		
Right-Of-Way Permit	\$150.00	Fee waived for projects with a value of less than \$1,500 or if part of a permit for the construction of public improvements. Plan Review fee includes up to three plan review iterations, after which additional plan review fees will apply.
Pavement Cut Fee	\$10.00 per linear foot \$150.00 minimum	
Plan Review for Public Improvements		
Engineer's Approved Preliminary Project Cost Estimate,		
from \$0.01 to \$10,000	12% of Cost Estimate	
from \$10,001 to \$50,000	10% of Cost Estimate	
from \$50,001 to \$100,000	8% of Cost Estimate	
from \$100,001 to \$500,000	6% of Cost Estimate	
from \$500,001 to \$1,000,000	4% of Cost Estimate	Fee for plan reviews that exceed the initial three review iterations for plan reviews for public improvements. Fee includes construction documentation reviews, project management, inspection, temporary use or closure of public right-of-way including sidewalk, lanes, or parking spaces as approved, warranty inspections.
from \$1,000,001 and above	2% of Cost Estimate	
Plan Review - Additional Reviews	\$120/hour 1 hour minimum	
Permit for the Construction of Public Improvements		
Engineer's Approved Final Project Cost Estimate,		
from \$0.01 to \$10,000	18% of Cost Estimate	
from \$10,001 to \$50,000	15% of Cost Estimate	
from \$50,001 to \$100,000	12% of Cost Estimate	
from \$100,001 to \$500,000	9% of Cost Estimate	Fee includes Blast plan compliance inspections.
from \$500,001 to \$1,000,000	6% of Cost Estimate	
from \$1,000,001 and above	3% of Cost Estimate	Review fee for site development permits, dwelling permits, manufactured home placement permits, and structural building permits (new construction and additions). Includes System Development Charges (SDCs) review, engineering plan review, and up to three site inspections, including final inspection.
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St. Helens Universal Fee Schedule

	\$75.00	Engineering review fees for, <ul style="list-style-type: none"> Minor site plan and design reviews such as decks which require only a minimal amount of review (Determined on a case-by-case basis) Structural building permits for SFD non-dwelling additions (SDC Exempt) Demo permits Grade-fill permits (STR, DEMO type permits)
Additional Engineering Inspections or Reviews	\$120/hour 1 hour minimum	Fee for engineering inspections or reviews not covered by an existing permit or fee.
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Erosion and Sedimentation Control Permit (pending approval of Ordinance No. ____)	\$500.00	Fee for ground disturbing activities ranging from 1,000 square feet to 0.5 acre (Fee applicable at 500 square feet when sitework is within 50 feet of a body of water or wetland)
	\$500.00 plus \$50.00 for each additional 1,000 square feet	Fee for ground disturbing activities greater than 0.5 acre
Sanitary Sewer Capacity COA (Non-SDC) Surcharge	Varies	Surcharge fee per equivalent dwelling unit (EDU) based on the portion of Wastewater Collection System between the subject property and the Wastewater Treatment Plant which development will discharge to that is identified as at or above capacity in the 2021 Wastewater Master Plan.



St. Helens Universal Fee Schedule

UTILITY BILLING FEES		
Water Service Shut off/on: Mon-Fri 830 AM - 430 PM	\$ -	No Charge
Water Service Shut off/on: During off business hours	\$ 150.00	Per request
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Late Fee	\$ 25.00	Fee waived if bill is < \$25
Reconnection Fee (if Shutoff due to non-payment)	\$ 75.00	Fee applied on Shut-off Day
Temporary Service for New Construction	\$ 25.00	
Tampering with Meter Fees		
Tampering: Turning water on/off without City Personnel	\$ 50.00	Up to and possibly including cost of meter replacement & Labor
Tampering: Turning water on while on the current shut-off list	\$ 100.00	Up to and possibly including cost of meter replacement & Labor
Tampering: Breaking installed Lock to turn on meter	\$ 200.00	Up to and possibly including cost of meter replacement & Labor & Ticket from Police
Utility Billing Insert - B&W, 1-Sided, 8.5x11	\$ 500.00	Available to Non-Profits Only
Utility Billing Insert - B&W, 2-Sided, 8.5x11	\$ 650.00	Available to Non-Profits Only
Utility Billing Insert - Color, 1-Sided, 8.5x11	\$ 1,100.00	Available to Non-Profits Only
Utility Billing Insert - Color, 2-Sided, 8.5x11	\$ 1,550.00	Available to Non-Profits Only



St. Helens Universal Fee Schedule

WASTEWATER TREATMENT PLANT FEES			
Pretreatment Program Administrative Fee (Choose Option)			
Annual	\$	1,500.00	
Monthly	\$	125.00	
Annual DEQ Fees Assessed to the City	\$	-	Actual cost of DEQ
New Industrial Discharge Permit Issuance	\$	500.00	
Renewal Industrial Discharge Permit Issuance	\$	300.00	
Non-Discharge Annual Permit Fee	\$	500.00	
Demand Inspection Fee	\$	100.00	
Demand Sampling and Monitoring Fee	\$	-	Actual cost of service
Enforcement Activities	\$	-	Actual cost of service



St. Helens Universal Fee Schedule

PARKS AND RECREATION FEES			
Park Areas for Reservation			
McCormick Park			
Area 1 - Veterans Pavilion	\$	25.00	Per 3-hour Session
Areas 2-4	\$	25.00	Per 3-hour Session
Campbell Park			
Areas 1-2	\$	25.00	Per 3-hour Session
Columbia View Park			
Area 1 - Gazebo Amphitheater	\$	25.00	Per 3-hour Session
Field Areas for Reservation			
McCormick Park			
Softball Fields 1-2	\$	10.00	Per 3-hour Session
T-ball Fields 1-2	\$	5.00	Per 3-hour Session
Soccer Field (Combines both T-ball Fields)	\$	10.00	Per 3-hour Session
6th Street Park			
Baseball Fields 1-2	\$	5.00	Per 3-hour Session
Campbell Park			
Softball Fields 1-2	\$	10.00	Per 3-hour Session
Recreation Center			
Softball Fields 1-3	\$	5.00	Per 3-hour Session
Dock moorage fee	\$	15.00	Per day
Dock electrical connection	\$	5.00	Per 24 hours
Recreation Center			
Recreation Center Rental	\$	30.00	Per Hour
Security Deposit (refundable)	\$	50.00	Refundable security deposit
Community Center			
Community Center Small Meeting Room	\$	10.00	Per Hour Non-profits 50% reduction with proof of non-profit letter
Community Center Main Room Rental (kitchen not rentable)	\$	25.00	Per Hour Non-profits 50% reduction with proof of non-profit letter
Community Center Theatre Room Rental	\$	25.00	Per Hour Non-profits 50% reduction with proof of non-profit letter
Toddler Play Gym ages 0-5 years old	\$	25.00	Per Hour
Event Impact Fee	\$	4.95	Per Ticket
Permit - Parade			
Permit - Public Assembly	\$	50.00	Per event
Permit - To Amplify Sound	\$	50.00	Per event
Permit - Engage in Commercial Activity	\$	50.00	Per event
Permit - To Use City Property During Hours of Closure	\$	50.00	Per event
Permit - To Use Electrical Connections Owned by City	\$	25.00	Per day
Permit - To Use Special Use Area	\$	50.00	Per event
Late Fees			
General Park Use (7 business days)	\$	10.00	
Public Assembly (45 business days)	\$	25.00	



St. Helens Universal Fee Schedule

Parade & Walks (45 business days)	\$	50.00	Per Team
Tournament Fee	\$	10.00	
Use of Field Lights	\$	25.00	



St. Helens Universal Fee Schedule

PUBLIC WORKS FEES		
Water System Connection		
• 3/4-inch meter only (Single Family)		\$310.00
• 3/4-inch meter only (Duplex)		\$620.00
• 3/4-inch meter and service (Single Family)		\$1,700.00
• 3/4-inch meter and service (Duplex)		\$3,400.00
• 1-inch or larger meter		\$1,700.00 plus actual Time and Materials
Wastewater System Connection		
• 4-inch diameter sewer main tap fee		\$300.00
• Sewer main tap fee for taps greater than 4-inches		\$300.00 plus actual Time and Materials
Stormwater System Connection		
• 4-inch diameter sewer main tap fee		\$300.00
• Sewer main tap fee for taps greater than 4-inches		\$300.00 plus actual Time and Materials



STAFF REPORT

Meeting Date: July 16, 2025
 Author: Sharon Darroux, Engineering Manager
 Department: Public Works
 Division: Engineering
 Subject: Erosion and Sediment Control
 Type of Item: Code Revision
 CC: Mouhamad Zaher, Public Works Director
 John Walsh, City Administrator

Introduction:

The City of St. Helens is committed to protecting water quality and meeting state and federal environmental regulations. As part of this effort, the City is required to comply with the Oregon Department of Environmental Quality's (DEQ) Total Maximum Daily Load (TMDL) requirements for mercury, which aims to reduce mercury levels in surface waters to protect public health and aquatic ecosystems in the Willamette River watershed.

Mercury is a toxic pollutant that can accumulate in the environment and pose significant risks to human health and wildlife, particularly through the consumption of contaminated fish. To address these concerns, DEQ established mercury TMDLs for watersheds across the state. Local jurisdictions listed as Designated Management Agencies (DMAs), like St. Helens, are required to implement measures that reduce mercury entering stormwater systems, primarily through minimizing soil erosion and controlling urban runoff.



City Ordinance 18.36 governs erosion control and stormwater management practices during land development and construction activities. However, the current ordinance does not fully reflect the latest best management practices (BMPs), performance standards, and enforcement mechanisms needed to comply with DEQ's mercury TMDL implementation plan.

This staff report recommends updating Ordinance 18.36 to incorporate specific provisions that align with the mercury TMDL requirements, including enhanced erosion and sediment control standards, improved site management practices, and clear permitting and enforcement procedures. These updates are critical to ensuring regulatory compliance, safeguarding natural resources, and supporting the City's

long-term environmental stewardship goals.

Background:

In 2021, the City of St. Helens was named as a Designated Management Agency (DMA) under the Willamette Basin Mercury Total Maximum Daily Load (TMDL) by the Oregon Department of Environmental Quality (DEQ). As a DMA, the City is responsible for implementing strategies to reduce mercury pollution entering local water bodies through stormwater runoff and other sources. This designation requires the City, pursuant to Oregon Administrative Rule (OAR) 340-042-0080, to develop and maintain a TMDL Implementation Plan that aligns with the Water Quality Management Plan (WQMP) for the basin.

The WQMP outlines six core management strategies that must be implemented by the City to address mercury as a pollutant of concern:

1. Pollution Prevention and Good Housekeeping
2. Public Education and Outreach
3. Public Involvement and Participation
4. Illicit Discharge Detection and Elimination
5. Construction Site Runoff Control
6. Post-Construction Site Runoff Control

Among these, the Construction Site Runoff Control Strategy is critical to reducing sediment-bound mercury from entering stormwater systems during land disturbance activities. Mercury often binds to fine soil particles, making erosion and sediment control an essential component of TMDL compliance.

To meet this requirement, the City must revise its existing erosion and sediment control ordinance (SHMC 18.36) to more effectively regulate construction site and other ground-disturbing activities. Proposed updates will expand the current code to require persons or entities to obtain an erosion and sediment control permit, as applicable, require the use of proper erosion and sediment control measures, as well as controls for other construction-related wastes, on all applicable development sites. Additionally, the revised code will establish enforcement mechanisms and penalties to ensure compliance with these standards.

These revisions are necessary to meet regulatory obligations under the TMDL Implementation Plan, protect local water quality, and align the City's code with state-mandated environmental management practices. Strengthening erosion and sediment control regulations will also support the City's broader commitment to sustainable development and environmental stewardship.

Budget Impact:

The proposed revisions to the erosion and sediment control code are expected to have a moderate budget impact on the City. The program will be administered by the Engineering Division, which is currently short-staffed. As such, implementation may require additional staff time or possibly contracted support to manage permit review, inspections, and enforcement activities depending on the program demand. However, the adoption of a new erosion and sediment control permit, associated with the code revision, will generate new fee-based revenue which may help offset these costs. Over time, as compliance improves and program processes are streamlined, the financial impact is expected to stabilize. Overall, the program represents a cost-effective investment in regulatory compliance and environmental protection, with potential for partial cost recovery through permit fees.

Requested Action:

Staff is requesting that City Council adopt an ordinance revising St. Helens Municipal Code 18.36, "Erosion and Sediment Control" in compliance with the City's TMDL Implementation Plan.

Attachment:

- Ordinance No. 3314 Revising Chapter 18.636 of the St. Helens Municipal Code Establishing A New Erosion And Sediment Control Permit and Associated Policies As Required By The City's Total Maximum Daily Load (TMDL) Implementation Plan for the Willamette River watershed.

City of St. Helens
ORDINANCE NO. 3314

AN ORDINANCE REVISING CHAPTER 18.36 OF THE ST. HELENS
MUNICIPAL CODE TO MEET THE CITY'S REQUIREMENT AS A
DESIGNATED MANAGEMENT AGENCY UNDER THE DEQ'S
WILLAMETTE BASIN MERCURY TOTAL MAXIMUM DAILY LOAD

WHEREAS, the City of St. Helens became a Designated Management Agency (DMA) under the federal Clean Water Act and the Oregon Department of Environmental Quality (DEQ) Total Maximum Daily Load (TMDL) implementation plan for the Willamette Basin; and

WHEREAS, the City of St. Helens, as a DMA, is required under OAR 340-42-080 to prepare and implement the requirements of the Water Quality Management Plan for the Willamette Basin and to reduce mercury pollutant from nonpoint sources to restore and protect water quality in local waterways and the Willamette River; and

WHEREAS, the City's Mercury TMDL plan requires the City to develop procedures for site inspection and enforcement of control measures to ensure sediment and erosion from construction sites and other ground disturbing activities do not contribute pollutants to local waterways and impair water quality; and

WHEREAS, Chapter 18.36 of the St. Helens Municipal Code governs erosion control, site development and standards, and is the appropriate chapter to address erosion and sediment control;

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

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

Section 2. The City of St. Helens Municipal Code is hereby amended to adopt revised Article 18.36 (Environmental Protection, Erosion Prevention, And Sediment Control Rules) under Code Chapter 18 (Engineering Standards Manual), as set out in **Exhibit A**, attached hereto, and incorporated herein by this reference.

Section 3. Severability. If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses, or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be servable. This City Council hereby declares

that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 4. Provisions of this Ordinance shall be incorporated in the St. Helens Municipal Code and the word "ordinance" may be changed to "code", "article", "section", or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

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

Read the first time: July 16, 2025
Read the second time: August 20, 2025

APPROVED AND ADOPTED this 20th day of August 2025 by the following vote:

Ayes:

Nays:

Jennifer Massey, Mayor

ATTEST:

Kathy Payne, City Recorder

Ordinance No. XXXX – Exhibit “A”

Chapter 18.36

**EROSION PREVENTION AND SEDIMENT CONTROL ENVIRONMENTAL-
PROTECTION, EROSION PREVENTION, AND SEDIMENT CONTROL RULES****Sections:**

- 18.36.010 ~~Introduction~~Purpose.
- 18.36.020 General policy ~~and intent.~~
- 18.36.030 ~~Enforcement~~Definitions.
- 18.36.040 Erosion prevention and sediment control.
- 18.36.050 Erosion prevention and sediment control permit.
- ~~18.36.060 Contaminated soils~~Erosion prevention and sediment control plan.
- 18.36.070 Erosion prevention and sediment control plan implementation.
- 18.36.080 Erosion prevention and sediment control plan compliance.
- 18.36.090 Final stabilization and permit termination.
- 18.36.100 Enforcement and penalties.
- 18.36.110 Appeals.

18.36.010 ~~Introduction~~Purpose.

This chapter identifies requirements for erosion prevention and sediment control (EPSC). The provisions of this chapter are intended to prevent and reduce adverse impacts to the drainage system and water resources. In combination with other state, federal, and local laws and ordinances, these requirements are intended to protect the beneficial uses of waters within the greater St. Helens service district.

The city ~~will~~ follows the best management practices (BMPs) for EPSC as detailed in the most recent version of the “Erosion Prevention and Sediment Control Planning and Design Manual” issued through Clean Water Services of Washington County. ~~(Ord. 2875 Appx. § 810, 2003)~~

The purpose of this chapter is to minimize the amount of sediment, construction waste, and other pollutants reaching surface waters or entering the public storm drainage system as a result of development, construction, grading, excavating, clearing and any other activity which causes or accelerates erosion. The objective is to prevent erosion and control sediment as a means of maintaining and improving water quality and minimizing water pollution, downstream flooding and wildlife habitat damage.

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18.36.020 General policy and intent.

- (1) Temporary and permanent measures shall be taken for all construction and development projects and ground disturbing activities to prevent the adverse effects of site erosion and sediment runoff. The intent behind the required measures is to minimize the amount of sediment and other pollutants reaching waterways, wetlands, and the public storm drainage system, and thus protect the environment during the life of ground disturbing activities and projects. The provisions of this chapter shall apply to land within the City limits regardless of whether that property is involved in a construction or development activity.
- ~~(1) Erosion-~~

~~Prevention and Sediment Control Policy. This chapter specifies the use of erosion prevention techniques and sediment control measures. The use of erosion prevention techniques shall be emphasized, rather than sediment control measures. This shall be especially important on larger construction sites immediately before and during the rainy season. Erosion prevention techniques are designed to protect soil particles from the force of rain and wind so that they will not erode. These techniques include, but are not limited to, such things as construction scheduling, ground cover, and matting. Sediment control measures are designed to capture soil particles after they have been dislodged and attempt to retain the soil particles on site. These measures include, but are not limited to, silt fences, sediment barriers, and settling basins. Both erosion prevention techniques and sediment control measures have appropriate uses; however, numerous case studies have shown that sediment control measures are less effective in preventing soil movement than erosion prevention techniques.~~

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(2) The erosion prevention and sediment control measures outlined in this policy are designed to prevent soil particles from being dislodged by the force of water and wind. Erosion prevention measures include strategies such as the proper timing of construction work, limiting the disturbance of ground cover, and protecting soil while it is exposed. Sediment control techniques are designed to capture soil particles after they have been dislodged and retain them on site until they are properly disposed of in accordance with regulations. These measures may include installing and maintaining silt fences, straw wattles, biobag inlet protection, and settling basins. As far as practicable, existing vegetation shall be protected and left in place, in accordance with the clearing limits on approved erosion prevention and sediment control plans. Work areas shall be carefully located and marked to reduce potential damage.

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(3) Where the provisions of this chapter are less restrictive or conflict with comparable provisions of the St Helens Municipal Code (SHMC), regional, state or federal law, the provisions that are more restrictive shall govern. Where this chapter imposes restrictions that are more stringent than regional, state and federal law, the provisions of this document shall govern. Nothing in this chapter shall relieve any person from the obligation to comply with the regulations or permits of any federal, state, or local authority.

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~~(2) Existing Vegetation. As far as practicable, the existing vegetation shall be protected and left in place, in accordance with the clearing limits on the approved erosion prevention and sediment control plans. Work areas shall be carefully located and marked to reduce potential damage. Trees shall not be used as anchors for stabilizing working equipment.~~

~~Where existing vegetation has been removed, or the original land contours disturbed, the site shall be revegetated, and the vegetation established, as soon as practicable. (Ord. 2875 Appx. § 820, 2003)~~

18.36.030 DefinitionsEnforcement.

~~The following words, terms, and phrases, as used in this chapter, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates otherwise: Failure to comply with any provision of this chapter or with any term of an erosion prevention and~~

~~sedimentation control plan shall be deemed a violation and subject to enforcement action pursuant to applicable city ordinances, resolutions and orders, including all implementing rules and regulations. (Ord. 2875 Appx. § 830, 2003)~~

- (1) "303(d) Listed Stream" is a stream that has been found to exceed the accepted threshold for one or more specific pollutants, and has received an order from DEQ to address this water quality issue.
- (2) "Applicant" means the owner of real property or the owner's authorized agent, or any person who is to obtain an erosion control permit according to section 18.36.040 in this chapter.
- (3) "Approval" means having received official confirmation by the Director.
- (4) "Authorized agent" means the developer, contractor, engineer, builder, personal representative, or anyone designated by the owner to have control or supervision of a site involving a ground disturbing activity.
- (5) "Best Management Practices"(BMP) means strategies to prevent erosion and control sediment, in addition to other pollutants on construction sites outlined the "Erosion Prevention and Sediment Control Planning and Design Manual" issued through Clean Water Services of Washington County, Oregon.
- (6) "Certified professional" means any person licensed as a civil engineer, architect, landscape architect, or landscape designer who is qualified, in the judgment of the Director to design erosion prevention and sediment control plans or facilities; or any person certified by the State or the International Erosion Control Association as a certified professional in erosion and sediment control; or any person certified by other appropriate national association and who in the judgment of the Director has the knowledge, skills, and abilities to design erosion prevention and sediment control facilities.
- (7) "City" means City of St. Helens.
- (8) "City Official" means a representative of the city.
- (9) "Clearing" means any activity that removes vegetative cover of land.
- (10) "Director" means the Public Works Director or their designee.
- (11) "Drainage course" means any land surface, ditch, waterway, or other feature which serves as a course for the transmission of surface water and stormwater.
- (12) "Erosion" means the wearing away of the ground surface, or the movement, detachment or dislocation and transport of sediment including soil particles by the action of water or wind.

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- (13) "Erosion Prevention and Sediment Control Permit" means the officially approved document issued by the City required for construction or other activities is likely to cause a temporary or permanent increase of soil erosion from the site.
- (14) "Erosion prevention and sediment control" (EPSC) means measures that prevent or reduce the amount of soil disturbed by erosion, and that prevents or reduces the amount of eroded material leaving the site.
- (15) "Erosion Prevention and Sediment Control Plan" means a set of documents, maps, plans and other information indicating specific measures, sequencing or phasing to be used to control erosion and sediment on a site during and after construction or other ground disturbing activities.
- (16) "Grading" means excavation or fill of material, including the resulting conditions, spoils, or byproducts.
- (17) "Ground disturbing activity" means any activity that exposes or disturbs the earth's surface, potentially leading to soil displacement, vegetation removal, or changes in natural land contours by mechanical equipment, including, but not limited to, grading, excavating, filling, clearing, or working of land. Such disturbance may be permanent (i.e., gravel mining, farming, gardening, sports fields, etc.); or temporary or short-term duration such as construction, excavation, fill, grading, landscape installation, or other vegetative clearing activities.
- (18) "Impervious surface" means any surface that prevents or significantly reduces the infiltration of water into the soil by blocking the natural absorption of rainwater and increasing runoff. This includes but is not limited to materials such as asphalt, concrete, rooftops, or compacted gravel.
- (19) "Perimeter control" means a barrier that prevents sediment from leaving a site by filtering runoff or diverting it to a sediment trap or basin.
- (20) "Prohibited Pollutant" means a prohibited discharge to public sewer systems as pursuant to SHMC 13.14.090.
- (21) "Sediment" means finely divided loose material that can be suspended and transported in water or air and may originate from disturbed soil, landscaping, and construction activities or materials. For the purpose of this ordinance, sediment is considered a prohibited pollutant.
- (22) "Sedimentation" means the process of sediment settling or being deposited after being disturbed and transported by erosion.

- (23) "Site" means a lot or parcel of land or contiguous lots or parcels of land where ground disturbing activities are performed as a single unified operation.
- (24) "Stabilization" means the use of practices that prevent, or reduce to the maximum extent practicable, exposed soil from eroding.
- (25) "Stormwater" means rainwater or melted snow that runs off the surface of the land.
- (26) "Storm drainage system" means all conduits, ditches, gutters, catch basins, or any other facilities convenient or necessary to carry away and dispose of stormwater and subsurface drainage, surface water, or unpolluted surplus water.
- (27) "Visible or Measurable erosion" means
- (a) Deposits of mud, dirt, sediment, or similar material exceeding one-half cubic foot in volume on public or private streets, adjacent property, or into the storm and surface water system, either by direct deposit, dropping, discharge, or as a result of the action of erosion. One-half a cubic foot of volume weighs approximately fifty pounds and can cover two square feet at a depth of three inches.
 - (b) Sloughing, mud flows, gullies, sediment laden water, or other visual evidence that erosion has occurred or is likely to occur due to exposed soil and future rain events. Evidence of concentrated flows of water over bare soils; turbid or sediment-laden flows; or evidence of on-site erosion such as rivulets or bare soil slopes, where the flow of water is not filtered or captured on the site
 - (c) Presence of deposits or tracking of sediment exceeding one half cubic foot in volume at any one time on public or private streets, in drainage systems, and/or on adjacent property.
 - (d) Increase in total suspended solids and/or turbidity relative to a control point immediately upstream of the discharge point of the sediment generating activity.
 - (e) Evidence of offsite airborne sediment clearly visible.

18.36.040 Erosion prevention and sediment control.

~~(1)~~ ~~(1)~~ Application and Purpose.

~~(1)~~ ~~(1)~~

~~(a)~~ ~~(a)~~ It is a city requirement to reduce the amount of sediment and other pollutants reaching the public storm and surface water system resulting from development, construction, grading, excavating, clearing, and any other activity which accelerates erosion, to the limits prescribed in this chapter.

~~(a)~~ ~~(a)~~

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~~(b)~~ ~~(b)~~ It is the policy of the city to require temporary and permanent measures for all ~~construction projects~~ ground disturbing activities as defined in this chapter to lessen the adverse effects of ~~construction erosion and sediment~~ on the environment. All ~~projects applicable ground disturbing activities~~ shall include properly installed, operated, and maintained temporary and permanent erosion control measures as provided in this section and/or in an approved plan, designed to protect the environment during the term of the project. Additionally, compliance with the measures prescribed in this chapter and/or in an approved plan do not alleviate or diminish the necessity to provide effective and comprehensive erosion prevention and sediment control. These erosion control rules apply to all properties within the city limits, regardless of whether that property is involved in a construction or development activity.

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~~(b)~~ ~~(b)~~

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~~(c)~~ ~~(e)~~ Nothing in this section shall relieve any person of the obligation to comply with the regulations or permits of any federal, state, or local authority.

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~~(2)~~ ~~(2)~~ Erosion Prohibited.

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~~(a)~~ ~~(a)~~ Visible or measurable erosion which enters, or is likely to enter, the public or private storm system, surface waters, or other properties, is hereby prohibited, and is a violation of ~~these rules~~ this chapter. The owner of the property, permittee under a ~~construction~~ permit, together with any person or persons, including but not limited to the contractor or the engineer causing such erosion, shall be held responsible for violation of these rules.

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~~(a)~~ ~~(a)~~

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~~(b)~~ ~~(b)~~ No person shall create physical erosion by dragging, dropping, tracking, or otherwise placing or depositing, or permitting to be deposited, mud, dirt, rock or other such debris upon a public street or into any part of the public storm system, or any part of a private storm system which drains or connects to the public storm system or drains to any surface water within city limits. Any such deposit of material shall be immediately removed using hand labor or mechanical means. No material shall be washed or flushed into any surface water or part of the storm system until all mechanical means to remove the debris have been exhausted and preventative sediment filtration is in place. The owner of the property, permittee, together with any person or persons, including but not limited to the contractor or the engineer who causes such erosion, shall be held responsible for violation of these rules.

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~~(b)~~ ~~(b)~~

~~(c)~~ ~~(e)~~ Excess materials and/or stockpiles shall be removed or tarped during wet weather conditions throughout the entire construction or applicable ground disturbing activities ~~process, including home or building construction~~.

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~~(3) Maintenance. The permittee shall maintain the facilities and techniques contained in the~~

approved erosion prevention and sediment control plan so as to continue to be effective during the construction phase, post-construction phase, establishment of permanent vegetation, or any other permitted activity. If the facilities and techniques approved in an erosion prevention and sediment control plan are not effective or sufficient as determined by the city site inspection, the permittee shall submit a revised plan within three working days of written notification by the city. Upon approval of the revised plan by the city, the permittee shall immediately implement the additional facilities and techniques included in the revised plan. In cases where erosion is likely to occur, the city may require the applicant to install interim control measures prior to submittal of the revised erosion prevention and sediment control plan.

(4) Inspection.

(a) City Initial Inspection. On a site development or any other type of project, the erosion prevention and sediment control measures shall be installed prior to the start of any permitted activity.

(b) Owner Inspections and Inspection Logs. The owner shall be required to inspect erosion prevention and sediment control measures and provide information to the city. Inspections shall be completed on a daily basis or as required by the erosion prevention and sediment control plans. Logs are to be maintained on site and available to the city inspector(s) upon request.

(c) Final Inspection. A final erosion control inspection shall be required prior to the sale or conveyance to new property owner(s) or prior to the removal of erosion prevention and sediment control measures.

- (3) ~~(5)~~ Erosion Prevention Techniques and Methods. ~~The engineer of record shall be held ultimately responsible for the design and functionality of the erosion prevention and sediment control plan.~~ The following are minimum requirements of any plan submitted for city approval:

(3) ~~(a)~~

~~(a)~~ ~~(a)~~ A gravel construction entrance is required. If there is more than one vehicle access point, a gravel construction entrance shall be required at each entrance. The responsibility for the design and performance of the driveway remains with the permittee. Vehicles or equipment shall not enter a property adjacent to a stream, watercourse, storm facility, or wetlands unless adequate measures are installed to prevent physical erosion into the water or wetland.

(a) ~~(a)~~

~~(b)~~ ~~(b)~~ The use of straw bales as a sediment filter or barrier is not allowed.

(b) ~~(b)~~

~~(e)~~ ~~(e)~~ Plastic sheeting shall generally not be used as an erosion control measure for single-family house construction. Plastic sheeting may be used to protect small, highly erodible areas, or temporary stockpiles of material. If plastic sheeting is used, the path of concentrated flow from the plastic must be protected.

(c) ~~(c)~~

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~~(d)~~ ~~(d)~~ The erosion prevention and sediment control measures shall remain in place and be maintained in good condition until all disturbed soil areas are permanently stabilized by installation and establishment of landscaping, grass, mulching, or otherwise covered and protected from erosion.

~~(d)~~ .

~~(e)~~ ~~(e)~~ On sites where vegetation and ground cover have been removed from more than one acre of land, vegetative ground cover shall be planted on or before September 1st with the ground cover established by October 15th. As an alternative, if ground cover is not established by October 15th, the open areas shall be protected through the winter with straw mulch, erosion blankets, or other approved method(s).

~~(e)~~ .

~~(f)~~ ~~(f)~~ Sediment barriers are not required on a site.

~~(f)~~ .

~~(i)~~ ~~(i)~~ Where there are no concentrated flows and the slope being protected has a grade of less than two percent.

~~(i)~~ .

~~(ii)~~ ~~(ii)~~ Where flows are collected through the use of temporary or permanent grading or other means such that the flows are routed to an approved settling pond, filtering system, or sediment barrier.

~~(ii)~~ .

~~(iii)~~ ~~(iii)~~ Where there are no concentrated flows, slopes are less than 10 percent, and where the runoff passes through a grassed area which is either owned by the applicant, or such use is allowed, by written agreement, by the owner of the grassed area. The grass area shall be at least equal in dimensions to the project area.

~~(iii)~~ .

~~(iv)~~ ~~(iv)~~ Where the surface is protected by approved ground cover or matting.

~~(4)~~ ~~(6)~~ Dust. Dust shall be minimized to the extent practicable, utilizing all measures necessary, including, but not limited to:

~~(4)~~ .

~~(a)~~ ~~(a)~~ Sprinkling haul and access roads and other exposed dust-producing areas with water.

~~(a)~~ .

~~(b)~~ ~~(b)~~ Applying city-approved dust palliatives on access and haul roads.

~~(b)~~ .

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~~(e)~~ ~~(e)~~ Establishing temporary vegetative cover.

~~(c)~~ ~~(c)~~

~~(d)~~ ~~(d)~~ Placing wood chips or other effective mulches on vehicle and pedestrian use areas.

~~(d)~~ ~~(d)~~

~~(e)~~ ~~(e)~~ Maintaining the proper moisture condition on all fill surfaces.

~~(c)~~ ~~(c)~~

~~(f)~~ ~~(f)~~ Prewetting cut and borrow area surfaces.

~~(f)~~ ~~(f)~~

~~(g)~~ ~~(g)~~ Use of covered haul equipment. (~~Ord. 2875 Appx. § 840, 2003~~)

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18.36.050 Erosion prevention and sediment control permit. ~~18.36.050 Contaminated soils.~~

(1) Permit required.

(a) An Erosion Prevention and Sediment Control Permit shall be obtained when ground disturbing activity, including but not limited to the placement of fill, site clearing, or land disturbances, grubbing, clearing or removal of ground vegetation, grading, excavation, or other activities will affect an area of 1,000 square feet or greater.

(b) An Erosion Prevention and Sediment control Permit shall be obtained when ground disturbing activity, including but not limited to the placement of fill, site clearing, or land disturbances, grubbing, clearing or removal of ground vegetation, grading, excavation, or other activities will affect an area of 500 square feet and takes place within 50 feet of a body of water, or a wetland.

(c) Except as provided in subsection (2) of this section, when projects meet these sizing criteria, no person shall conduct ground disturbing activities that cause or are likely to cause a temporary or permanent increase in the rate of soil erosion from a site without first obtaining an Erosion Prevention and Sediment Control permit from the Public Works Engineering Division. Projects that are a part of a common plan of development or sale shall be considered one total sum of land disturbance.

(2) Permit exemptions.

(a) Activities for which there is no physical disturbance to the surface of the land.

(b) Ground disturbing activities that disturb less than 1,000 square feet of land.

- (c) Ground disturbing activities which are within 50 feet of a body of water or a wetland and disturbs less than 500 square feet of land.
 - (d) Home gardening and landscaping activities, unless the ground disturbing activity:
 - (i) Disturbs an area of 500 square feet or greater and takes place within 50 feet of a body of water, or a wetland; or
 - (ii) Disturbs more than 1,000 square feet of land surface.
 - (e) Routine maintenance of gravel roads, road shoulders, paths, parking lots, and storage yards.
 - (f) Routine maintenance of sports fields or playgrounds surrounded by vegetative ground cover or permanently installed curbing.
 - (g) An exception from the City of St. Helens Erosion Prevention and Sediment Control Permit requirement does not exempt the applicant from the responsibilities of SHMC 18.36.020, except to the extent allowed under local, state, or federal permits issued for a specific site or purpose.
- (3) Applicants performing construction activity within the City subject to an Oregon Department of Environmental Quality (DEQ) stormwater permit must provide evidence of such approval by the DEQ to the Director.
- (4) Application for a permit.
- (a) To obtain a permit, the applicant shall submit an Erosion Prevention and Sediment Control Permit application to the City of St. Helens Engineering Division. The application shall:
 - (i) Identify and describe the work to be covered by the permit.
 - (ii) Describe the land on which the proposed work is to be done by street address, legal description, or similar description that will readily identify and definitively locate the proposed work. Draft of an Erosion Prevention and Sediment Control Plan conforming to the requirements of SHMC 18.36.050.
 - (iii) Identify the person or entity performing the land-disturbing activity.
 - (iv) Provide a 24-hour emergency contact person and phone number.
 - (v) If the Director finds there is insufficient information contained in the

application to determine whether the EPSC Permit should be issued, the Director may require the submission of such additional information deemed necessary by the Director to make such determination.

(5) Permit duration.

- (a) EPSC Permits issued under this title will be valid for a period of one year. Permits may be extended until land-disturbing activities are completed and surface conditions stabilized with permanent measures to prevent future erosion as verified by the Director.
- (b) Prior to the expiration of an EPSC Permit, the permit holder may present a written request for an extension to the Director. If, in the opinion of the Director, an extension is warranted, up to a 12-month extension may be granted. Extensions will be subject to the applicable fees described in SHMC 18.36.040(8)
- (c) Expiration of an EPSC Permit that has not received a successful final stabilization inspection is a violation of this code.

(6) Commencement of land-disturbing activities restricted.

- (a) Land-disturbing activities shall not commence until the following conditions have been met:
 - (i) An EPSC Permit application has been submitted to the City with an attached EPSC plan.
 - (ii) The EPSC Permit has been reviewed and approved by the Director. EPSC BMPs have been installed in accordance with the approved EPSC Permit.
 - (iii) The Public Works Engineering Division has verified BMPs have been installed in accordance with the approved EPSC Permit with an initial site inspection.
 - (iv) Permit holder has modified BMPs or installed additional BMPs as required by the Director following the initial site inspection.

(7) Erosion Prevention and Sediment Control Permit Fees.

Fees applied under this title shall be as adopted by resolution of the City of St Helens City Council.~~In the event the construction process reveals soils contaminated with hazardous materials or chemicals, the contractor shall stop work immediately, ensure no contaminated material is hauled from the site, remove his work force from the immediate area of the contaminated area, leaving all machinery and equipment, and secure the area from access by the public until such time~~

as a response team has relieved them of that responsibility. The contractor shall immediately notify an emergency response team, the city, and DEQ of the situation. (Ord. 2875 Appx. § 850, 2003)

18.36.060 Erosion prevention and sediment control plan.

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- (1) An Erosion Prevention and Sediment Control Plan shall be submitted with City of St Helens Erosion and Sediment Control Permit application to the Public Works Engineering Division.
- (2) The EPSC Plan shall follow the most current version of the *Erosion Prevention and Sediment Control Planning and Design Manual* issued through Clean Water Services of Washington County, Oregon.
- (3) Approved alternate erosion prevention and sediment control techniques may be used if designed by a certified professional and approved by the Director.
- (4) EPSC plans for construction projects disturbing half an acre or more of land surface shall require the stamp or signature of a certified professional.
- (5) The following are minimum requirements for the City of St. Helens Erosion Prevention and Sedimentation Control Plan. Additional BMPs may be necessary to prevent visible or measurable erosion and sediment from leaving the site to the greatest practical extent:
 - (a) Existing vegetation shall be preserved to the greatest practical extent. Trees shall not be used as anchors for stabilizing work equipment. Sites which discharge directly to Milton Creek or McNulty Creek shall require a vegetated buffer of 50 feet minimum, plus 25 feet for every 5 degrees slope to be established. The 50 feet shall be measured from the edge of the waterbody, to the nearest point of land disturbance.
 - (b) Applicants may install a BMP of equal effectiveness as the vegetated buffer as a substitute with approval from the City. Vehicles or equipment shall not enter a property adjacent to a stream, watercourse, storm facility, or wetlands unless adequate measures have been installed to prevent physical erosion into the water or wetlands.
 - (c) During periods of wet weather, disturbed areas of the site and/or stockpiled soils shall be covered by the Permittee by plastic sheeting or straw at the end of each day's operations; all disturbed, unworked areas of the site shall be protected from erosion. Stockpiles with temporary plastic sheeting shall be properly secured with sandbags.
 - (d) All sites must have proper spill kits in good working condition. Spill kits must be able to clean fuel, hydraulic fluid, oils from vehicles and machinery, debris, fertilizer, pesticides, herbicides, paint, solvents, curing compounds, adhesives from construction operations, and other chemical compounds.
 - (e) All sites with concrete work must have an approved concrete washout facility.

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Applicants will be responsible for maintaining and disposing concrete within the concrete washout.

18.36.070 Erosion prevention and sediment control plan implementation

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- (1) An approved Erosion Prevention and Sediment Control Plan shall be implemented and maintained as follows:
- (a) The Permittee shall inspect the site in conformance with the permit issued to ensure EPSC measures are effective.
 - (b) The Permittee is responsible for ensuring that no visible or measurable erosion or sediment, or any prohibited pollutant leaves the permitted site. If any of these are observed, the Permittee is responsible for recording the observation in an inspection and submitting a EPSC Inspection report to the City within 24 hours of the observation.
 - (c) The Permittee shall keep a record of inspections which shall include brief explanations as to any signs of erosion or sediment release and measures taken to prevent future releases as well as any measures taken to clean up any sediment that has left the site. Records must be made available to the City upon request and must be submitted to the City upon final completion of work.
 - (d) During periods of wet weather, or when unworked for a period of 14 days or more, disturbed areas of the site and/or stockpiled soils shall be covered by the Permittee by plastic sheeting or straw at the end of each day's operations; all disturbed, unworked areas of the site shall be protected from erosion. Stockpiles with temporary plastic sheeting need to be properly secured with sandbags.
 - (e) Permittee shall remove EPSC measures, establish permanent groundcover on all exposed soils; clean and remove trash, construction waste and sediment deposits before receiving a final EPSC inspection approval.
- (2) If the facilities and techniques in the approved EPSC Plan are not effective or are insufficient to meet the purposes of this chapter, the Permittee may be required to revise and resubmit the EPSC Plan. Such requirements shall be in writing and shall explain the problem. The written requirement shall be presented to the Permittee and any other related parties.
- (a) The revised EPSC Plan shall be submitted by the Permittee no later than three business days of when written notification by the City Engineering Manager is received. Receipt of such notice shall be deemed complete three days after simultaneous regular mail and certified mail is deposited in the mail or completed the same day as personal delivery.
 - (b) The Permittee shall implement fully the revised EPSC Plan no later than three business days after receiving approval of the revised EPSC Plan from the City.

(c) In cases where significant erosion is occurring, the Director or designee may require the Permittee to immediately install interim control measures before submittal of a revised EPSC Plan.

(d) If there is a confirmed or imminent threat of significant off-site erosion, the Director or designee shall issue a Stop Work Order, upon issuance of which all work on the development site shall halt. The stop work order shall not be lifted until mitigation measures are implemented that comply with the City of St. Helens performance standards for EPSC and are approved by the Director or designee.

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18.36.080 Erosion prevention and sediment control plan compliance.

(1) The Permittee shall be responsible for actions of all agents, contractors, or subcontractors onsite with respect to complying with St. Helens Erosion Prevention and Sediment Control Standards, the approved EPSC Permit, and state, local, or federal laws concerning erosion prevention and sediment control.

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(2) The Director or designee reserves the right to enter onto a site holding an active EPSC Permit, in order to ensure compliance with the permit, and ensure no visible erosion or sedimentation is occurring.

(3) The Permittee is responsible for removing any sediment or prohibited pollutant on paved areas, carried off-site, or that have entered stormwater infrastructure, or water bodies using techniques approved by the City.

(4) All EPSC BMPs must be inspected visually according to the following schedule:

<u>Site Condition</u>	<u>Minimum Frequency</u>
<u>Active period</u>	<u>Daily when stormwater runoff, including runoff from snow melt, is occurring.</u>
<u>Active period</u>	<u>At least once every two (2) weeks, regardless of whether stormwater runoff is occurring.</u>
<u>Prior to the site becoming inactive or in anticipation of site inaccessibility</u>	<u>Once to ensure that EPSC measures are in working order. Any necessary maintenance and repair must be made prior to leaving the site. Final stabilization may be required.</u>
<u>Inactive periods greater than fourteen (14) consecutive calendar days</u>	<u>Once every two (2) weeks.</u>

<u>Periods during which the site is inaccessible due to inclement weather</u>	<u>If practical, inspections must occur daily at a relevant and accessible discharge point or downstream location.</u>

(5) All inspections shall be documented containing the following information and any other information required by the EPSC Permit. Records of inspections will be kept on site in such a manner that they can be submitted to the City at the close of the permit.

- (a) Date, address of site, permit number.
- (b) Name, title, and contact information of the inspector.
- (c) A summary of observations at the time of inspection and since the last inspection including, BMPs performance, maintenance and installation of BMPs, site discharges, potential future problems, and any other details the inspector deems important.
- (d) Total amount of precipitation within the 24 hours prior to the inspection. Include the source of rainfall data.
- (e) Pictures of all active BMPs, and any other site details noted in the inspection will be time stamped and included in the inspection report.
- (f) If an inspection, or any single element of an inspection, is not able to be completed due to unsafe conditions, explain why.
- (g) Signature of the inspector confirming that all information was completed truthfully, accurately, and completely to the best ability, knowledge, and belief of the inspector.

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18.36.090 Final stabilization and permit termination

(1) When all ground disturbing activities are complete, the Director or designee will inspect the site for "Final Stabilization". The Permittee is responsible for contacting the City to request an inspection. The following are the requirements to meet final stabilization but are not intended to be complete list.

- (a) Vegetation is established with at least 70% land cover on all soils that were disturbed during the site development.
- (i) Vegetated cover shall be planted by September 1st and established by October 15th of the same calendar year. If vegetated cover cannot be achieved by these dates, the exposed land shall be protected through the

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winter by another form of cover such as erosion blankets, or mulch. When the wet season has ended (May 1st) the permit holder will establish vegetation on the exposed soils unless another permanent protection measure has been approved and installed.

(ii) For sites where it is difficult to establish 70 percent coverage, the Permittee shall propose another solution such as alternate ground cover, or a permanent stormwater management facility to prevent erosion to the greatest practical extent to the City for approval.

(b) Temporary BMPs are removed. All displaced soil, construction equipment, and tools are removed from the site. No soil is to be washed into the stormwater system during this process.

(c) If the City inspection determines these requirements are met, the Erosion Prevention and Sediment Control Permit will be closed out.

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18.36.100 Enforcement and penalties

(1) The City is authorized to enforce applicable code provisions of this chapter and to establish and impose enforcement fees and penalties for non-compliance, and to establish enforcement priorities.

(2) The following escalating enforcement actions shall be taken when standard verbal and written communications to the Permittee have failed to ensure compliance:

(a) Notice of Correction. Deficiencies in the Permittee's erosion control best management practices (BMPs) will be documented on the City's inspection form. Permittee will be given a verbal notice of the deficiencies as well as a written copy of the inspection report. The permittee shall have three (3) business days to make corrections. If corrections are not made within three (3) business days, enforcement will escalate to a Notice of Violation. If there is a confirmed or imminent threat of significant sediment leaving the site and entering a water body or the City's stormwater system, a Stop Work Order may be issued.

(b) Notice of Violation. If the Permittee does not correct the deficiencies noted the Notice of Correction within the three (3) business days allowed, the City will follow up with a formal Notice of Violation. The Notice of Violation will be given to the Permittee to formally notify them that they are not compliant with the permit conditions and/or City codes and ordinances. The purpose of this notice is to provide a warning that clearly outlines that more serious consequences will result if deficiencies are not corrected within three (3) business days of this notice. The Notice of Violation shall be mailed via certified mail to the Permittee and/or posted at the site of the violation.

(c) Stop Work Order. When a Notice of Correction and a Notice of Violation does not ensure compliance, or if there is an imminent threat of sediment leaving the site and entering a

water body or the City's stormwater system, a Stop Work Order will be issued. The Stop Work Order will be issued by the Director or designee. Upon issuance of the Stop Work Order, all work on the site shall halt except work necessary to correct the violations. Continuing to work after receiving a Stop Work Order is unlawful and a violation of this code. The Stop Work Order shall not be lifted until mitigation measures have been implemented, inspected and approved by the City. A Stop Work Order shall be posted at the site of violation.

(d) Nuisance Abatement. The Director or designee may determine that the failure or non-existence of erosion and sediment control measures as required by this chapter, constitute a nuisance presenting an immediate threat of injury to public health, the environment, or public or private property. In cases where the City determines it is necessary to take immediate action to meet the purposes of this chapter, summary abatement of such nuisance is authorized.

(i) Notification Following Abatement. When nuisance abatement is authorized, notice to the responsible party prior to abatement is not required. However, following the abatement, the City shall post upon the affected site the abatement notice describing the action taken to abate the nuisance and shall cause a notice to be mailed to the Permittee.

(ii) Financial Responsibility. Whenever a nuisance is abated under this section, the City shall keep an accurate account of all expenses incurred and shall file a statement of such costs with the City's Finance Department. Upon receipt of the statement, the Finance Director or designee shall mail a notice to the Permittee, stating the City's intent to assess the property in question the amount due plus charges to cover the costs of processing. In the event that amount due set forth in the notice is not paid in full within 30 days of the date of notice, the City Finance Director shall enter the amount of the unpaid balance, plus charges to cover administrative costs in the Docket of City liens which shall therefore constitute a lien against the property.

(e) Civil Penalties.

(i) A violation of any provision of this chapter, including of an EPSC Permit and approved EPSC Plan shall be a civil violation which may be enforced pursuant to SHMC 1.06.

(ii) The civil violation fine amount shall be not more than \$5,000, except that a violation of this chapter for a second or subsequent time within a 24-month period shall be punishable by a fine of not less than \$1,500 and not more than \$5,000.

(iii) Each day of a continued violation, after receipt of a Notice of Violation from the City, constitutes a separate violation. For calculation purposes, a day starts at 12:00 a.m. and ends at 11:59 p.m.

(iv) Any violation of this chapter is hereby declared to be a public nuisance as defined in

this chapter and may be abated as provided therein.

- (f) The rights, remedies and penalties provided in this chapter are cumulative, are not mutually exclusive, and are in addition to any other rights, remedies and penalties available to the City under any other provision of law.

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18.36.110 Appeals

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- (1) A person to whom an order under this section is directed shall have the right within 14 days of the service of such order to appeal to the Public Works Director , which shall review such order at a special meeting called for such purpose. Unless the order is revoked or modified by the Public Works Director, it shall remain in full force and be obeyed by the person to whom it is directed. Appeals of the Public Works Director decision must be made within 14 days after the decision. No person to whom an order is directed shall fail to comply with such order within 30 days after an appeal shall have been determined.
- (2) Decisions on appeals pursuant to SHMC 18.36.100 (1) can be appealed to the St. Helens City Council upon application and payment of a fee set by council resolution. The City Council will hold a public hearing within 60 days of a proper application. The hearing will be noticed in a local newspaper no less than two weeks before the hearing.
- (3) Failure to Comply. When a person to whom an order is directed fails to comply within the specified time, the Director shall remedy the condition or contract with others for such purpose and charge the cost thereof to the person to whom the order is directed. The person remedying the condition under a contract made under this section shall be authorized to enter premises for that purpose.
- (4) Special Assessment. If the cost of remedying a condition is not paid within 90 days after receipt of a statement from the city recorder or designee, such costs shall be levied against the property upon which the hazard exists as a special assessment. The levying of such assessment shall not affect the liability of the person to whom the order is directed to fine and imprisonment as provided in this section. Such special assessment shall be certified by the Director to the city recorder, shall thereupon become and be a lien upon such property, and shall be recorded in the city lien docket by the city recorder.

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COMMERCIAL PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement" or "PSA") dated _____, 2025, for reference purposes only, shall be effective on the date when this Agreement has been executed and delivered by Seller and Buyer (the "Execution Date"):

BETWEEN: 1771ColumbiaBlvd, LLC ("Seller")
 Address: 310 Riverside Dr. St. Helens OR 97051
 Phone: (503) 396-0065
 E-Mail: wayneww82@outlook.com

AND: _____ City of St. Helens, Oregon, an Oregon municipal corporation ("Buyer")
 Address: Attention: John Walsh, City Administrator,
265 Strand St.
St. Helens, Oregon 97051
 Phone: 503.366.8211
 E-Mail: jwalsh@sthelensoregon.gov

1. Purchase and Sale.

a. Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon generally described or located at 1771 Columbia Blvd. (Tax Lots 28867 through 28872, Lots 1, 2, 19, 20, 21 and 22, Block 14, City of St. Helens) in the City of St. Helens, County of Columbia, Oregon, and legally described on Exhibit A (the "Real Estate") (if no legal description is attached, the legal description shall be the legal description of the Real Estate in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto, free and clear of any and all leases to which the Real Estate is subject as of the date hereof (each, a "Lease"). If there are any Leases, see Section 22, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants."

b. Purchase Price. The purchase price for the Property shall be One Million Two Hundred Fifty Thousand and Zero/100 Dollars (\$1,250,000.00) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by (i) the Future Price Adjustment; (ii) the \$25,000.00 credit due to Buyer, should Seller opt to close this sale before his death in order to pursue a 1031 exchange for the property, as described in Sections 1.3 and Section 7 below; and (iii) the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. If the Closing occurs, the Purchase Price shall be paid in its entirety at Closing in cash or in any other form of immediately available U.S. federal funds.

1.b.1 For purposes hereof, the "Future Price Adjustment" shall be an annual increase in the Purchase Price starting on the third (3rd) anniversary of the Effective Date of this Agreement (and repeating on each anniversary of the Effective Date thereafter), equal to (i) the Purchase Price, multiplied by (ii) the percentage increase in the Consumer Price Index, West Region (Urban Consumers) over the previous 12-months, provided that each yearly Future Price Adjustment shall be capped at 2%. For example, if a sale occurs on the fourth anniversary of the Effective Date, and the CPI increased by 3% from the 2nd anniversary of the Effective Date to the 3rd, and 1% from the 3rd anniversary to the 4th, then the Purchase Price would have increased by 2% on the 3rd anniversary (to \$1,275,000.00), and then by 1% on the 4th anniversary to \$1,287,750.

1.b.2 Consideration for Agreement; Escrow Holder.

(a) Within three (3) days of the Execution Date, Buyer shall deliver to Seller \$100.00 as consideration for the parties' mutual agreement to the terms and conditions set forth in this Agreement.

(b) Intentionally Omitted.

(c) The purchase and sale of the Property shall be accomplished through an escrow (the "Escrow") that Seller has established or will establish with Ticor Title, St. Helens, Oregon Office, 2534 Sykes Rd., Suite C, St. Helens, Oregon 97051, Attn: Mandi Miller – Mandi.Miller@ticortitle.com (the "Escrow Holder") within three (3) business days after the Execution Date.

c. Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the "Exchanging Party") may elect to engage in and effect a like-kind exchange under Section 1031 of the Internal Revenue Code, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-Exchanging Party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller each hereby agree to reasonably cooperate with the other in completing each such 1031 Exchange; provided, however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for the Property. An assignment of this Agreement by the Exchanging Party to a 1031 Exchange accommodator shall be permitted but shall not delay Closing or release the Exchanging Party from its obligations under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising out of the 1031 Exchange.

1.c.1 The Parties agree that in consideration for a price reduction of \$25,000.00, Seller may elect to close this transaction before his death, if he has located a suitable 1031 Exchange Property, as further described in Section 7 below.

2. Due Diligence Period.

a. Buyer shall have a period of 90 days from the Execution Date (the "Diligence Period") to conduct the following activities (the "Diligence Conditions"): (a) the Property inspection described in Section 3 below; and (b) the document review described in Section 4 below.

b. If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the Diligence Conditions, or stated in writing that such Diligence Conditions have been satisfied, by notice given to Seller within the time periods for the Diligence Conditions set forth above, this Agreement shall be deemed automatically terminated, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further obligation, right or remedy hereunder.

c. If Buyer waives the Diligence Conditions, then within three (3) days after such waiver Buyer and Seller shall (i) execute the "Ground Lease" attached to this Agreement as Addendum A, and (ii) execute, notarize, and record in the Columbia County Clerk's Office (real property records) the Memorandum of Ground Lease attached to the Ground Lease. If at any time the Ground Lease is terminated in accordance with its terms, then this Agreement shall be deemed automatically terminated effective as of the time and date that the Ground Lease is terminated, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further obligation, right or remedy hereunder.

3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times after reasonable prior notice to Seller to conduct any and all inspections, tests, and surveys concerning hazardous materials, soils conditions, wetlands, zoning, and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the

Property including the economic feasibility of such purchase. In addition, at any time prior to Closing, Buyer may, at its sole discretion and expense: (a) commission a surveyor of Buyer's choice to prepare a survey of the Property; and (b) engage an environmental consultant of Buyer's choice to prepare a Phase I environmental site assessment of the Property and, if recommended by such consultant, obtain a Phase II environmental site assessment and perform any recommended testing. Seller shall facilitate Buyer's and its surveyor's and consultant's access to the Property and cooperate with Buyer's obtaining such survey, environmental site assessments, inspections, and permit and entitlement applications. If the transaction contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

4. Seller's Documents. Within five (5) days after the Execution Date, Seller shall deliver, physically or electronically, to Buyer or Buyer's designee, legible and complete copies of the following documents: Any and all documents, surveys, agreements, correspondence with public entities, studies, investigations, and other items relating to the ownership, operation, and maintenance of the Property, to the extent now in existence and to the extent such items are or come within Seller's possession or control, including, without limitation, surveys, building and site plans, environmental reports, Leases, service contracts, rent roll, operating statements for the previous two years and current year-to-date, and governmental notices.

5. Title Insurance. Within fourteen (14) days after the Execution Date, Seller shall cause to be delivered to Buyer a preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"), showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown therein as exceptions to title ("Exceptions"). Buyer shall have fourteen (14) days after receipt of a copy of the Preliminary Report and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Within five (5) business days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to Exceptions. From and after the Execution Date Seller shall not allow any new liens, easements, or other encumbrances to be placed against title to the Property (collectively, "New Exceptions") without first obtaining Buyer's written approval, which may be granted or withheld in Buyer's sole discretion. Without the need for objection by Buyer, Seller shall, with respect to (x) New Exceptions, and (y) liens and encumbrances that can be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing. Within five (5) business days after receipt of such notice from Seller (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement. On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects and which Seller agrees, or is deemed to have agreed, Seller is willing and able to remove. All remaining Exceptions set forth in the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions."

6. Default; Remedies. If Buyer breaches any of its material contractual obligations under this Agreement, and such breach shall continue for a period of ten (10) days after written notice of such breach from Seller, then Seller's sole and exclusive remedies shall be the following: (i) if Buyer fails to close upon its acquisition of the Property, Seller shall be entitled to file suit for specific performance; and (ii) if Buyer breaches any other material obligation under this Agreement, Seller may sue to recover its actual, direct damages from such breach (and in no event shall Seller be entitled to punitive damages, if any, under this subsection (ii)).

If the conditions, if any, to Seller's obligation to close this transaction are satisfied or waived by Seller and Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to pursue any available

remedy against Seller, including without limitation, (i) to seek recovery of actual damages; or (ii) to pursue the remedy of specific performance. In no event shall Buyer be entitled to punitive damages, if any, resulting from the Seller's failure to close the sale of the Property.

7. Closing of Sale.

a. Provided that the Ground Lease has not been previously terminated (such that this Agreement has also terminated), then the sale of the Property shall be closed ("Closing"), in Escrow, on the date that is within one hundred eighty days (180) days after the date on which Seller delivers written notice to Buyer of the death of Wayne Weigandt (principal owner of the Seller) (the "Closing Date"), or such earlier date as the parties may mutually agree upon. Seller is obligated to deliver such notice to Buyer within ten (10) business days after Mr. Weigandt's actual death, and failure to deliver such notice shall constitute a breach by Seller under this Agreement. Additionally, at any time, Seller may provide written notice that it desires to proceed with closing prior to the Closing Date identified in the previous sentence (whether to accommodate a 1031 exchange opportunity, for such other reason as Seller may elect), and such date shall be the new "Closing Date," provided, however, that such new Closing Date must be at least 60-days after the date of Buyer's receipt of such notice (and such notice shall not be delivered more than 360 days before such accelerated Closing Date). The sale of the Property shall be deemed closed when the document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to Seller. If Buyer fails to proceed with Closing on or before the Closing Date (as may be accelerated in this Section 7(a)), then provided such failure to close is not a result of Seller's material breach of this Agreement, then Buyer shall be deemed in default under this Agreement, and Seller may pursue the remedy of specific performance as provided herein above in Section 6. If Seller fails to proceed with Closing on or before the Closing Date (as may be accelerated in this Section 7(a)), then provided such failure to close is not a result of Buyer's material breach of this Agreement, then Seller shall be deemed in default under this Agreement, and Buyer may pursue the remedies provided herein above in Section 6.

b. At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall deliver a certification confirming whether Seller is or is not a "foreign person" as such term is defined by applicable law and regulations.

c. At Closing, Seller shall convey fee simple title to the Property to Buyer by statutory special warranty deed (the "Deed"), subject only to the Permitted Exceptions. At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title insurance, including without limitation, delivering the Title Company's standard extended coverage owner's affidavit and acceptable evidence of LLC authorization of the sale. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any endorsements required by Buyer.

8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees charged by the Escrow Holder. Real property taxes for the tax year of the Closing, assessments (if a Permitted Exception), personal property taxes, rents and other charges arising from existing Tenancies paid for the month of Closing, and interest on assumed obligations shall be prorated as of the Closing Date based on amounts collected. Seller shall use reasonable efforts to cause any applicable utility meters to be read on the day prior to the Closing Date, and will be responsible for the cost of any utilities used prior to the Closing Date. If applicable, prepaid rents pursuant to the Ground Lease shall be prorated as of the Closing Date. If any of the aforesaid prorations cannot be definitely calculated on the Closing Date, then they shall be estimated at Closing and definitely calculated as soon after the Closing Date as feasible.

203
204 9. Possession. Seller shall deliver exclusive possession of the Property, free and clear of all Leases and
205 Tenancies (other than the Ground Lease, which shall expire upon the Closing) existing as of the Closing Date and
206 the Permitted Exceptions, to Buyer on the Closing Date.

207
208 10. Condition of Property. Seller represents and warrants to Buyer that: (i) Seller has received no written
209 notices of violation of any laws, codes, rules, or regulations applicable to the Property ("Laws") that were not
210 delivered to Buyer pursuant to Section 4 above; (ii) to the best of Seller's knowledge without specific inquiry, the
211 Property is not in violation of any Laws and there are no concealed material defects in the Property; (iii) Seller has
212 delivered complete copies of all Leases and service contracts for the Property to Buyer; and (iv) to the best of
213 Seller's knowledge, the documents prepared by Seller and delivered to Buyer pursuant to Section 4 are accurate in
214 all material respects;. All of the foregoing representations and warranties shall be deemed re-made as of the
215 Closing Date. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing,
216 and Buyer shall bear such risk at and after Closing. Except for Seller's representations and warranties set forth in
217 this Section 10, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own
218 inspection and investigation in Buyer's acquisition of the Property. Seller's representations and warranties stated in
219 this Agreement shall survive Closing for one (1) year. If either (i) prior to Closing, or (ii) within the one (1) year post-
220 Closing survival period, Buyer discovers that any representation and warranty made by Seller that is of a material
221 nature is not true in any material respect, Buyer shall be entitled to pursue any available remedy against Seller,
222 including without limitation, (a) to seek recovery of actual damages; or (b) to pursue the remedy of
223 specific performance.

224
225 11. Condemnation or Casualty. If, prior to Closing, all or any material part of the Property is (a)
226 condemned or appropriated by public authority or any party exercising the right of eminent domain (other than the
227 City of St. Helens or an entity owned or controlled by the City of St. Helens), or is threatened thereby, then
228 this Agreement shall terminate. If there occurs a fire or other casualty causing material damage to the Property or
229 any material portion thereof, then this Agreement shall remain in effect and Seller shall assign to Buyer at Closing
230 Seller's entire right, title, and interest in the casualty insurance proceeds attributable to the portion of the property
231 destroyed. Seller will promptly notify Buyer as to the commencement of any such action or any communication from
232 a condemning authority (other than the City of St. Helens or an entity an entity owned or controlled by the City of St.
233 Helens) that a condemnation or appropriation is contemplated, and will cooperate with Buyer in the response to or
234 defense of such actions.

235
236 12. Operation of Property. Between the Execution Date of this Agreement and the Commencement Date
237 of the Ground Lease, Seller shall: (i) continue to operate, maintain and insure the Property consistent with Seller's
238 current operating practices; (ii) provide Buyer with copies of any proposed new leases, agreements or contracts
239 described below; and (iii) not, without Buyer's prior written consent, which consent shall not be unreasonably
240 withheld, conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any
241 material amendments or modification agreements for any existing Leases or occupancy agreements for the
242 Property; or (c) any service contracts or other agreements affecting the Property that are not terminable prior to the
243 Commencement Date. The parties acknowledge that Buyer, upon the Commencement Date of the Ground Lease,
244 will have exclusive control of the Property from such execution date through the Closing Date (subject to and upon
245 the terms and provisions in the Ground Lease).

246
247 13. Assignment. Assignment of this Agreement: is PROHIBITED, without consent of Seller; provided, that
248 assignment of this Agreement by Buyer to an entity owned or controlled by Buyer or to a 1031 Exchange
249 accommodator is permitted without Seller's consent. If Seller's written consent is required for assignment, such
250 consent may be withheld in Seller's reasonable discretion. In the event of any assignment, Buyer shall remain liable
251 for all Buyer's obligations under this Agreement.

14. . Waiver of Jury Trial. **BUYER AND SELLER EACH WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF BUYER AND SELLER, OR BUYER'S USE OR OCCUPANCY OF THE PREMISES.**

15. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

16. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 (Definitions for ORS 30.930 to 30.947), IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

17. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

18. No Broker Involvement. Seller and Buyer each represent and warrant to the other that it has not negotiated or dealt with any real estate broker, salesperson or agent in connection with the making of this Agreement or the transaction contemplated hereby, or incurred any liability for the payment of any brokerage fee, commission or compensation to any such broker, salesperson or agent. Seller and Buyer agree to indemnify, defend and hold each other, and their respective shareholders, directors, officers, members, managers, partners,

employees, agents, successors and assigns, harmless from any claim, cost or expense, including reasonable attorneys' fees, for or in connection with any breach of the representation and warranty made by each respective party in this paragraph and any claim for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein. The provisions of this paragraph shall survive Closing and any termination of this Agreement.

19. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of delivery); (c) on the day of delivery of the notice by reputable overnight courier; or (d) on the day of delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such notice will be deemed delivered on the next following business day. All notices shall be sent by the applicable party to the address of the other party shown at the beginning of this Agreement.

20. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday, such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail transmission of any signed document including this Agreement shall be the same as delivery of an original, and digital signatures shall be valid and binding. At the request of either party, the party delivering a document by facsimile and/or electronic mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them. Without limiting the provisions of Section 13 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.

21. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by, the laws of the State of Oregon.

22. Existing Leases. Prior to Buyer informing Seller that Buyer intends to waive its Diligence Period review pursuant to Section 2(b) above, and proceed to execute the Ground Lease, Buyer may also provide a separate written notice to Seller instructing Seller to terminate existing leases at the Property ("Notice to Terminate Leases"). Seller shall have thirty-five (35) days from the date it receives Buyer's Notice to Terminate Leases, within which to terminate all Leases at the Property, and to cause all tenants and occupants at the Property to remove all of their personal property and fixtures from the Property, so that Buyer takes exclusive possession of the Property upon the Commencement Date under the Ground Lease (as defined herein) free and clear of existing leasehold interests and tenant personal property. If Seller is unable to fulfill this condition before the later of (i) the expiration of the Diligence Period, or (ii) the 35th day after receipt of the Notice to Terminate Leases, the Diligence Period will be extended until the business day after Seller has completed its obligations under this Section 22.

23. Reserved.

24. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and incorporated within this Agreement:

Addendum A – Form of Ground Lease
Exhibit A – Legal Description of Property

25. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons of the United States not do business with any individual or entity on a list of "Specially Designated nationals and Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Seller and Buyer hereinafter certify to each other that:

a. It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

b. It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

Seller and Buyer hereby agree to defend, indemnify, and hold harmless each other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. This certification and agreement to indemnify, hold harmless, and defend shall survive Closing or any termination of this Agreement.

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Buyer The City of St. Helens, Oregon, an Oregon municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Seller 1771ColumbiaBlvd, LLC

By: _____
Name: Wayne Weigandt
Title: Sole Member and Manager
Date: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the “Lease”) is made and entered into as of the _____ day of _____, 2025 (the “Commencement Date”), by and between _____ (“Landlord”) and City of St Helens, an Oregon municipal corporation (“Tenant”).

Preliminary Statement

A. Landlord is the owner of that certain parcel of property located at 1771 Columbia Blvd. in the City of St. Helens, Oregon, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Land”). The Land, together with all buildings and other improvements, if any, located thereon, which land, buildings, and other improvements are herein called the “Premises”.

B. Landlord and Tenant are parties to a certain Purchase and Sale Agreement dated _____, 2025 (“PSA”), pursuant to which: (i) Landlord has agreed to sell the Premises to Tenant at the future date identified in the PSA, and (ii) Landlord has agreed to enter into this Lease, to allow Tenant to use and operate the Premises prior to the closing of the sale of the Premises under the PSA.

C. Tenant desires to lease the Premises from Landlord, and Landlord desires to lease the Premises to Tenant, upon the terms and conditions specified in this Lease.

Lease

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Premises; Possession; Condition.

(a) *Lease of Premises.* Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises for the “Term” defined below. Tenant’s obligation under the PSA to acquire title to the Premises is incorporated herein by reference so as to permit the parties to provide public notice of such obligation within the Memorandum of Lease contemplated by Section 24 below.

(b) *Condition of Premises.* Landlord has delivered possession of the Premises “as is” to Tenant on the Commencement Date. Landlord has not made any representations, express or implied, regarding the Premises, save and except for all representations and warranties regarding the condition of the Premises set forth in the PSA, such representations and warranties being incorporated into this Lease by reference and made a part hereof.

(c) *Ownership of Improvements.* During the Term, the Improvements and Personalty located at the Premises shall be the property of Tenant, and Tenant shall be entitled to all proceeds therefrom. At the end of the Term, or upon the earlier termination of this Lease, the Improvements and Personalty shall become the property of the owner of fee title to the real property comprising the Premises. “**Improvements**” shall mean all buildings and other improvements now located, or hereafter erected, on the Land (including the Facility), together with all fixtures now or in the future installed or erected in or upon the Land or such improvements owned or leased by Landlord or Tenant. “**Personalty**” shall mean all machinery, equipment, appliances, furniture, and any other personal property of any kind or description

owned or leased by Landlord or Tenant located on the Premises and used in the operation of the Premises, excluding trucks and cars.

(d) *Leasehold Title Insurance Policy.* Landlord shall provide Tenant with, at Landlord's sole expense, a standard coverage leasehold title insurance policy with respect to Tenant's leasehold estate in the Premises created pursuant to this Lease (the "**Leasehold Policy**"). The Leasehold Policy shall be subject only to the standard pre-printed exceptions contained in the preliminary title report provided to Tenant pursuant to the PSA and to the "Permitted Exceptions" defined and identified in the PSA. If Tenant fails to acquire the Premises pursuant to the PSA, then Tenant shall reimburse Landlord for the expense of the Leasehold Policy.

2. Term. The term of this Lease (the "**Term**") shall begin on the date this Lease is signed (the "**Commencement Date**"), and shall end at midnight on the 210th day after the date on which Seller delivers written notice to Buyer of the death of Wayne Weigandt (principal owner of the Seller) (the "**Expiration Date**"). Notwithstanding the foregoing, the Term of this Lease shall expire immediately upon the following events: (i) any termination of the PSA pursuant to the terms thereof, or (ii) the occurrence of the Closing under the PSA, at which time Tenant's fee simple and leasehold estates in the Premises would be merged.

(a) If any litigation should arise with respect to any breach or claimed breach by Landlord of its obligations under the PSA to convey to Tenant title to the Premises, and such litigation remains unresolved as of the Expiration Date, then in such event the Term of this Lease shall be extended until either (x) such date as Landlord fulfills its obligations under the PSA to convey to Tenant title to the Premises, or (y) it has been finally determined by a court of competent jurisdiction (beyond all applicable appeals periods) that Landlord did not breach its obligations under the PSA.

3. Rent; Security Deposit.

(a) Rent.

(i) Tenant shall pay to Landlord monthly rent for the Premises (such monthly rent, as adjusted and increased pursuant to the terms of this Lease, is referenced herein as "**Monthly Rent**") as follows: The initial rate of Monthly Rent as of the Commencement Date shall be \$6,250.00 per month. *Monthly Rent shall increase on each Adjustment Date, as defined below, during the Term by the CPI Adjustment Amount over the rate of Monthly Rent in effect immediately prior to such Adjustment Date.* For purposes of this Lease, (i) "**Adjustment Date**" means _____ 1, 202[6], and each _____ 1 thereafter during the Term; and (ii) the "**CPI Adjustment Amount**" means the product obtained by multiplying the then-current Monthly Rent by fifty percent (50%) of the percentage increase in the Consumer Price Index, West Region (Urban Consumers) between (x) the calendar month preceding the Adjustment Date, and (y) the calendar month immediately preceding the Adjustment Date from immediately preceding the calendar year.

(ii) Monthly Rent shall be paid by Tenant to Landlord in advance on the Commencement Date, and thereafter on first day of each calendar month, continuing throughout the Term. Monthly Rent, and all other rent and charges due to Landlord hereunder, shall be paid to Landlord at the address to which notices to Landlord are given as set forth in Section 19 below without setoff or deduction for any reason. Monthly Rent for any partial month shall be prorated on a daily basis and on the basis of the number of days in any month for which rent is prorated.

(iii) All other amounts (other than Monthly Rent) that Tenant is obligated to pay to Landlord pursuant to the terms of this Lease shall be due and payable within thirty (30) days after written demand therefore from Landlord, unless a different time is specified in this Lease.

(iv) All Monthly Rent and other charges not paid when due shall (i) bear interest at the rate of ten percent (10%) per annum from the date due until the date paid; and (ii) be subject to a late charge equal to five percent (5%) of the overdue amount (such charge serving to defray Landlord's expenses incident to handling such delinquent payments).

(b) Net Lease. This Lease is an absolute net lease. Tenant shall pay all expenses of every kind and nature whatsoever relating to or arising from the Premises, including property taxes and assessments of every kind, utility costs, governmental levies and fees, and all expenses arising from the leasing, operation, management, construction, maintenance, repair, use, and occupancy of the Premises, except as otherwise expressly provided in this Lease. Notwithstanding the foregoing, Landlord agrees to pay the following expenses: any expenses related to or arising from Landlord's breach of its representations and warranties under this Lease.

4. Demolition and Construction at Site

(a) Preconditions to Demolition of Existing Improvements. Tenant shall be permitted to demolish some or all of the existing improvements located upon the Premises as of the Effective Date (the "**Existing Improvements**"), provided that prior to such demolition, the City shall have executed a construction contract with respect to the construction of its buildings and improvements.

(b) Construction of Improvements. Tenant may improve the Premises with such buildings, other improvements, and subsequent alterations to such buildings and improvements, as Tenant may elect to construct upon the Premises in its sole and absolute discretion, subject to the following terms and conditions:

(i) During all demolition of Existing Improvements and construction of new improvements, Tenant shall cause its general contractors, construction managers, and subcontractors to obtain the insurance required under Section 8 below and has delivered to Landlord certificates (or certified copies of policies, if requested by Landlord) evidencing such insurance.

(ii) *Liens Subordinate to Landlord*. Tenant shall not create or permit to be created or to remain, and shall promptly discharge, any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialman's lien which might or does constitute a lien, encumbrance, or charge upon the Premises, or any part thereof, or the income therefrom, having a priority or preference over or ranking on a parity with the estate, rights, or interest of Landlord in the Premises or any part thereof, or the income therefrom. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to the filing of any lien against the Premises by any contractor, subcontractor, laborer, materialman, architect, engineer, or other Person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof. Landlord shall be permitted to post notices of non-responsibility or similar notices to contractors at the Premises prior to Tenant's commencement of construction of the Facility.

(c) Permits, Laws and Ordinance. Tenant shall, at its sole cost and expense, comply and cause its contractors and subcontractors to comply in all material respects with all Laws of all Governmental Authorities which may now or hereafter, from time to time, be established and which are or shall be applicable to Tenant or Landlord as they relate to the Premises and shall take, as otherwise provided herein, all action necessary to cause the Premises to comply in all material respects with all provisions of this Lease applicable to Tenant.

(d) Effect of Demolition of Existing Improvements. Tenant acknowledges that if it both (i) removes a material portion or all of the Existing Improvements from the Premises in preparation for

redevelopment thereof, and (ii) thereafter fails to acquire the Premises pursuant to the terms of the PSA, then Landlord may be economically harmed due to loss of rental income and the cost to construct replacement improvements upon the Premises. Accordingly, Tenant covenants and agrees that it shall acquire the Premises pursuant to the PSA and, in addition to Landlord's rights under the PSA in connection with such a failure to acquire the Premises, Landlord may recover its actual damages under this Ground Lease resulting from such failure to acquire the Property .

5. Operation of the Premises; Repair and Maintenance

(a) Tenant's Operation of the Premises. Throughout the Term of this Lease, Tenant shall have the exclusive right and obligation to operate the Premises in accordance with all laws, rules, regulations, ordinances and other legal requirements (collectively, "**Laws**") governing the Premises and this Lease.

(b) Utilities. Tenant shall make all arrangements for and pay for all utilities and services used by Tenant or at the Premises, including, without limitation, gas, electricity, water, sewer, janitorial, trash removal and communications services, including without limitation any and all charges for initiation of such utilities and services.

(c) Repair and Maintenance. Tenant shall, at its own expense, maintain in good condition and repair the entire Premises, including without limitation all buildings and other improvements on the Premises, and all roofs, structural elements and exterior walls, landscaping, driveways, parking areas and building systems (including without limitation plumbing, electrical, heating and air conditioning), and otherwise keep and maintain the Premises in good order and repair throughout the Term. Tenant, at its sole expense, shall make any modifications of the Premises required to comply with applicable legal requirements, including without limitation the Americans with Disabilities Act.

(d) Taxes. Tenant shall pay all real and personal property taxes, assessments, and other taxes and charges of any nature whatsoever (collectively the "**Taxes**") that are levied or assessed against the Premises during the Term. Tenant shall pay the Taxes from time to time, before the same become delinquent or interest or penalties attach thereto. Tenant's liability to pay Taxes on the Premises shall be prorated for any fractional portion of a calendar year included in the Term at its commencement and expiration. Regardless of the fiscal year of any taxing authority, Taxes shall be apportioned on a calendar year basis and on the basis of such Taxes as become due and payable during the calendar year in question. Tenant shall also pay before delinquency all Taxes that are levied or assessed, or are otherwise based on, Tenant's property, or Tenant's use or operation of the Premises. Tenant shall furnish Landlord with satisfactory evidence of the payments required hereunder as such payments are made by Tenant.

6. Damage by Casualty or Fire; Condemnation.

(a) Damage. If the improvements that are part of the Premises are totally or partially damaged or destroyed by fire or other casualty, however caused, or by any other cause or happening, then (i) Tenant shall promptly give written notice of the damage or destruction to Landlord, and (ii) Tenant shall either repair such damage or destruction, or demolish all damaged improvements in its sole discretion (in which event, all demolished improvements shall be removed from the Premises and the site shall be restored to a rough-graded condition). Such damage or destruction shall not terminate this Lease or result in any abatement or reduction of Monthly Rent or any other rent or charge.

(b) Taking for Public Use. If the whole of the Premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by purchase in lieu thereof, (other than by the City of St. Helens or an entity owned or controlled by the City of St. Helens), then this Lease shall automatically terminate as of the date that title shall be taken. If any part of the Premises shall

be so taken (other than by the City of St. Helens or an entity an entity owned or controlled by the City of St. Helens) as to render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant shall have the right to terminate this Lease on thirty (30) days written notice to Landlord, which shall be given within thirty (30) days after the date of such taking. In the event that this Lease shall terminate or be terminated, Monthly Rent shall be pro-rated to the termination date. If this Lease is not terminated, Monthly Rent shall not be reduced or abated. All compensation awarded or paid upon a total or partial taking of the Premises shall belong to and be the property of Landlord without any participation by Tenant..

7. Insurance Requirements for Tenant. Throughout the Term, Tenant at its sole cost shall maintain Commercial General Liability Insurance (current ISO form or its equivalent) in the amount of at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence, with a General Aggregate limit per location of at least Two Million and No/100 Dollars (\$2,000,000.00). Such insurance shall be on an occurrence basis with respect to the business carried on in or from the Premises and Tenant's use and occupancy of the Premises. Tenant further agrees that such insurance shall contain fire and extended coverage legal liability insurance. Tenant's insurance shall be primary and noncontributory with regard to the Premises and Tenant's operations.

The policy of insurance required to be maintained by Tenant pursuant to this Section shall (i) be placed with an insurance company admitted to do business in the state in which the Premises is located, and (ii) contain an endorsement requiring thirty (30) days' written notice from the insurance company to Landlord prior to any cancellation or reduction in coverage of the policy. The policy of insurance shall name Landlord as additional insured. Prior to the Commencement Date, and annually thereafter (or otherwise upon request of Landlord), Tenant shall deliver to Landlord certificates of insurance evidencing the policies of insurance required by this Section, together with satisfactory evidence of proof of payment of premiums. The premiums for such insurance shall be paid by Tenant.

8. Additional Insurance Requirements. At all times during the conduct on Tenant's behalf of any construction work at the Premises, Tenant shall also ensure compliance with the following insurance requirements in this Section:

(a) All contractors shall maintain to maintain commercially reasonable insurance coverages as Tenant, in its reasonable discretion, deems appropriate given the scope and nature of the construction work being conducted, provided, however, that in all instances such contractors shall be required to carry (i) commercial general liability insurance, in such amounts and limits as Tenant deems appropriate, and (ii) such workers' compensation insurance and employers' liability insurance as may be required by the laws of the State of Oregon. Tenant shall require all subcontractors performing work under this Lease to obtain an insurance certificate showing proof of carriage of the aforementioned required insurance coverages.

(b) The insurance required under this Section 8 shall be subject to the same requirements applicable to the policies required under Section 7 above. Furthermore, Tenant shall require all its contractors, subcontractors, design-builders, construction managers, consultants, and other entities providing services, materials, or labor to all or any portion of the Premises to: (x) include Landlord and Tenant as additional insureds in their commercial general liability policies; and (y) obtain a waiver of subrogation endorsement in all policies in favor of Landlord and Tenant.

9. Indemnification. Tenant shall protect, indemnify, defend and save harmless the Landlord from and against any and all claims, demands, liabilities, actions, losses, liens, costs and expenses of any nature whatsoever (including without limitation attorneys' fees) (collectively, "**Claims**") in any manner growing out, related to or arising from (i) Tenant's use and occupancy of the Premises, (ii) any injury, death or property damage occurring in or about the Premises, and (iii) any Default, as defined below, under this Lease by Tenant; provided, however, that in no event shall the foregoing obligations extend to any Claims

growing out of, related to, or arising from the negligence or willful misconduct of Landlord or its owners, employees, contractors, or agents.

10. Default. The occurrence of any one of the following shall constitute a default (“**Default**”) of the Ground Lease by Tenant:

(a) Tenant fails to pay Monthly Rent, or any other rent or charge (“Monetary Obligation”), when due;

(b) Tenant fails to perform any other provision of this Lease (“Non-Monetary Obligation”) if the failure to perform is not cured within thirty (30) days after notice to Tenant; provided, however, that if such breach is not reasonably susceptible to cure within thirty (30) days, then Tenant shall be provided such additional time to cure its failure to perform as may be reasonably necessary, provided that Tenant promptly commences and thereafter diligently pursues timely completion of such cure; or

(c) Tenant fails to proceed with the closing of Tenant’s purchase of the Property pursuant to the PSA.

11. Landlord’s Remedies. Upon a Default, Landlord shall have the following remedies set forth in this Section 11, and no other remedies. **The remedies in this Section 11 and those in Section 6 of the PSA are expressly intended to be Landlord’s sole and exclusive remedies, under both this Ground Lease and as Seller under the PSA, and Landlord/Seller shall have no other remedies at law or in equity.**

(a) It is expressly acknowledged that in no event shall Landlord be permitted to terminate Tenant’s leasehold estate in this Lease in connection with any Default, except in the event that both: (x) Tenant breaches its obligation under the PSA to acquire the Premises, and (y) Landlord is unsuccessful in its lawsuit to seek specific performance to cause the Tenant to acquire the Premises pursuant to the PSA. The term of this Ground Lease will be extended during the pendency of any lawsuits under the PSA seeking specific performance of the obligation to proceed with Closing, regardless of which party initiates such suit.

(b) Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease. The exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease.

(c) Landlord shall have the right (but not the obligation) to cure any Default on behalf and at the expense of Tenant without further prior notice to Tenant, and all sums expended or expenses incurred by Landlord in performing such shall be deemed to be additional rent under this Lease and shall be due and payable upon demand by Landlord with interest at the rate provided in Section 3 above.

(d) Tenant shall pay, on demand, all costs and expenses, including reasonable attorneys’ fees, incurred by Landlord in enforcing Tenant’s obligations or Landlord’s rights under this Lease.

(e) Landlord may elect to proceed by appropriate judicial proceedings, either at law or in equity, to enforce the payment of Monetary Obligations under this Lease.

(f) Landlord may elect to proceed by appropriate judicial proceedings, either at law or in equity, to enforce the performance or observance by Tenant of the Non-Monetary Obligations under this Lease or to recover actual damages for breach thereof.

(g) As noted herein above, if Tenant fails to acquire the Property pursuant to the PSA, then Landlord shall be entitled to the remedy of specific performance requiring Tenant to acquire the Premises pursuant to the PSA, plus further damages, if any, attributable to holdover and breach of the Ground Lease.

12. Assignment and Subletting. Tenant shall not sell, assign, pledge or hypothecate this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord, in Landlord's sole discretion. An assignment shall be considered to include a change in the majority ownership or control of Tenant, and any change in control of Tenant without prior written approval from Landlord shall be deemed a violation of the foregoing provision unless Landlord consents thereto in writing. Consent by Landlord to one assignment, subletting or other transfer shall not destroy or operate as a waiver of the prohibitions contained in this Section as to future assignments, subleases or other transfers, and all such later assignments, subleases or transfers shall be made only with Landlord's prior written consent. In the event any assignment or other transfer of this Lease, or subletting of the Premises or any part thereof, is made by Tenant, whether or not the same is consented to by Landlord, Tenant shall remain liable to Landlord for payment of all Monthly Rent and other rent and charges hereunder, and for the faithful performance of all of the other terms and covenants of this Lease to the same extent as if this Lease had not been assigned, transferred or the Premises sublet.

13. Surrender.

(a) Holdover. If Tenant fails to surrender the Premises to Landlord as required under this Lease upon the expiration of the Term or earlier termination of this Lease, -Tenant agrees to indemnify, defend and hold harmless Landlord from and against all claims, actions, damages, liabilities, losses and expenses arising from such holding over, including without limitation claims made by any succeeding tenant or real estate broker, losses or damages resulting from the inability to lease or deliver possession of the Premises to any succeeding or prospective tenant (including without limitation lost profits and other consequential damages) and attorneys' fees.

(b) Removal of Fixtures. All trade fixtures and furnishings installed in the Existing Improvements at the Premises by and at the expense of Tenant may be removed by Tenant at any time prior to expiration of the Term or earlier termination of this Lease; provided that such removal will not damage the Premises. Tenant agrees that it will promptly repair any damage to the Existing Improvements caused by such removal. Any such property of Tenant not so removed before the expiration of the Term or the earlier termination of this Lease shall, at Landlord's option, become the property of Landlord, or shall be removed by Tenant, at Tenant's expense, on demand. Tenant's obligations under this Section shall survive the termination of this Lease or expiration of the Term.

14. Quiet Enjoyment. Throughout the term of this Lease, Tenant shall be entitled to enjoyment of the Premises without disturbance by any party claiming by or through Landlord, subject to the terms of this Lease.

15. Hazardous Materials and Environmental Laws.

(a) Tenant warrants and agrees that, during the entire Term of this Lease and at its expense, Tenant shall comply with all Environmental Laws. Such compliance shall include Tenant's obligation to take Remedial Action when required by such Environmental Laws and to pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Environmental Law.

(b) Tenant shall promptly notify Landlord should Tenant receive notice of, or otherwise become aware of, any: (a) pending or threatened environmental regulatory action against Tenant or the

Premises; (b) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material; or (c) release or discharge, or threatened release or discharge, of any Hazardous Material in, on, under or about the Premises.

(c) Tenant agrees, to the extent permitted by applicable law, to indemnify, defend and hold harmless Landlord from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including reasonable attorneys' fees) directly or indirectly attributable to Tenant's failure to comply with this Section, including, without limitation: (a) all consequential damages; and (b) the costs of any required or necessary repair, cleanup or other response action. The indemnity contained in this Section shall survive the termination or expiration of this Lease.

(d) For purposes of this Lease: (i) "**Environmental Laws**" shall mean all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time; (ii) "**Governmental Authority**" shall mean the United States, the State of Oregon, City of St. Helens, any political subdivision of the foregoing, and any other any other governmental or regulatory authority, agency, board, department, or any other public or quasi-public authority, having jurisdiction over the Premises or the matter at issue; (iii) "**Hazardous Materials**" shall mean any and all substances, materials, chemicals, or wastes that now or hereafter are classified or considered to be hazardous or toxic under any Environmental Law, or that are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any Environmental Law applicable to the Premises, and shall also include: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls; (d) radon gas; and (e) flammable liquids and explosives; (iv) "**Release**" means the release or threatened release of any Hazardous Materials into or upon or under or above any land, water, or air, or otherwise into the environment, including by means of burial, disposal, discharge, emission, spillage, leakage, seepage, leaching, or dumping; and (v) "**Remedial Action**" shall mean the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Laws.

16. Landlord's Breach. Landlord's breach of this Lease shall constitute a breach under the PSA, and in connection with any such breach, Tenant shall be entitled to pursue against Landlord (pursuant to this Lease) the same rights and remedies granted to Tenant pursuant to the PSA in connection with a breach thereof.

17. No Superior Mortgages or Liens; No New Encumbrances. Landlord represents and warrants that: (i) the Premises is not subject to, and shall at no time during the Term be subject to, any mortgage or deed of trust; and (ii) as of the Effective Date and through the Term of the Lease, the only exceptions and encumbrances upon title to the Premises are and shall be those set forth in the initial preliminary title report delivered to Tenant for its review and approval pursuant to the PSA, and Landlord shall in no event permit any new exceptions or encumbrances to be placed upon title to the Premises without Tenant's approval in Tenant's sole and absolute discretion.

18. Waiver. The waiver by Landlord of any breach of any covenant or agreement herein contained shall not be a waiver of any other Default concerning the same or any other covenant or agreement herein contained. The receipt and acceptance by Landlord of delinquent or partial rent shall not constitute a waiver of that or any other Default.

19. Notice. Any notice that either party desires or is required to give the other party shall be in writing and shall be deemed to have been sufficiently given if either served personally or sent by prepaid, registered or certified mail, addressed to the other party at the address set forth below:

Landlord: 1771 Columbia Blvd, LLC
310 Riverside Dr.
St. Helens, OR 97051
wayneww82@outlook.com

With a copy to:
Joanna M. Wagner, Attorney
P.O. Box 686
Scappoose, OR 97057
attorneyjwagner@gmail.com

Tenant: City of St. Helens
Attention: City Administrator
265 Strand Street
St. Helens, Oregon 97051

Notwithstanding the foregoing, any notice by Landlord shall also be effective if it is delivered to, or posted at the Premises. Either party may change its address by notifying the other party of the change of address in the foregoing manner.

20. Applicable Law. This Lease shall be governed by the laws of the State of Oregon.

21. Integration and Binding Effect. The entire agreement, intent and understanding between Landlord and Tenant is contained in the provisions of this Lease, and any stipulations, representations, promises or agreements, written or oral, made prior to or contemporaneously with this Lease shall have no legal or equitable effect or consequence unless reduced to writing herein. The terms “**Landlord**” and “**Tenant**” and all pronouns relating thereto shall be deemed to mean and include corporations, partnerships, other entities and individuals as may fit the context, and the masculine gender shall be deemed to include the feminine and the neuter, and the singular number the plural. Any amendment to or modification of this Lease must be in writing and signed by the parties to this Lease.

22. No Impairment of Landlord's Title. Tenant shall not permit the Premises to be used by any Person at any time or times during the Term of this Lease in such a manner as would impair Landlord's title to or interest in the Premises or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription, or other similar claims of, in, to, or with respect to the Premises.

23. Brokers. Landlord and Tenant each represent that they have not dealt with any real estate broker, salesperson, or finder in connection with this Lease, and no such person initiated or participated in the negotiation of this Lease, or showed the Premises to Tenant. Each party hereto agrees to indemnify and hold harmless the other party and its agents and employees from and against any and all liabilities and claims for commissions and fees arising out of a breach of the foregoing representation.

24. Memorandum of Lease. A Memorandum of Lease and Agreement to Purchase in the form set forth in **Exhibit B** attached hereto shall be executed by the parties simultaneously with execution of this Lease, and recorded in the real estate records of Columbia County, Oregon.

25. Waiver of Jury Trial. LANDLORD AND TENANT EACH WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

26. Interpretation and Construction. This Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any captions or headings used in this Lease are for convenience only and do not define or limit the scope of this Lease. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. Whenever the singular or plural number, or masculine or feminine gender is used in this Lease, it shall equally apply to, extend to, and include the other.

27. No Agency. Nothing in this Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Lease shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided in this Lease.

28. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and sealed in their names, the day and year first above written.

LANDLORD:

1771ColumbiaBlvd, LLC

By:

Name: Wayne Weigandt

Title: Sole Member and Manager

TENANT:

City of St. Helens

By: _____

Name:

Title:

Approved by:

Name and Title: _____

Exhibit A

Description of Premises



Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: July 16, 2025

Business License Report attached.

6-20-2025 9:27 AM

FORMS REGISTER

PACKET: 01115 6-20-25 Approvals 6-20-25 Approvals

SEQUENCE: License #

Item #9.

ID	PERIOD	NAME	LICENSE CODE	BALANCE
00008	6/07/25- 6/07/26	MCCALLUM ROCK DRILLING INC	CONTMISC CONTRACTOR-MISC.	0.00
00019	7/06/25- 7/06/26	HAIR JUNKYZ	BEAUTYSH BEAUTY/BARBER SHOP	0.00
00020	6/13/25- 6/13/26	FATBEAM LLC	CONTMISC CONTRACTOR-MISC.	0.00
00027	6/09/25- 6/09/26	SFR BORROWER 2021-2 LLC	RENTRESI RENTAL - RESIDENTIAL	0.00
00032	7/13/25- 7/13/26	H & M OVERHEAD DOORS INC	DOORS DOORS	0.00
00033	7/12/25- 7/12/26	CBM SYSTEMS LLC	JANITOR JANITORIAL SERVICES	0.00
00038	8/01/25- 8/01/26	PACIFIC NW MARTIAL ARTS	MARTIALA MARTIAL ARTS	0.00
00570	7/02/25- 7/02/26	SPECIALIZED PAVEMENT MARKING	CONTMISC CONTRACTOR-MISC.	0.00
00577	2/15/25- 2/15/26	LANECO GDSI JDL GENERAL CONT	CONTCONC CONTRACTOR-CONCRETE	0.00
00744	3/14/25- 3/14/26	FRANKLIN MANOR APTS	RENTAPT RENTAL - APARTMENTS	0.00
00746	3/14/25- 3/14/26	NW SELF STORAGE 2014	STORAGE STORAGE UNITS	0.00
00888	5/04/25- 5/04/26	RICHARDSON'S FURNITURE	RETFURN RETAIL - FURNITURE	0.00
00937	6/19/25- 6/19/26	*ALL IN BOOKKEEPING	ACCOUNT ACCOUNTING	0.00
00944	6/21/25- 6/21/26	PACIFIC BELLS LLC/TACO BELL	RESTAURA RESTAURANT	0.00
00945	6/21/25- 6/21/26	DARLING INGREDIENTS	DELIVERY DELIVERY SERVICE	0.00
00953	7/16/25- 7/16/26	ROOF TOPPERS INC	CONTROOF CONTRACTOR-ROOFING	0.00
00956	7/18/25- 7/18/26	JAMES E JOHN CONSTRUCTION CO	CONTGEN CONTRACTOR-GENERAL	0.00
00960	7/25/25- 7/25/26	INSULATION CONTRACTORS OF WASH	CONTINDU CONTRACTOR-INDUSTRIA	0.00
01105	6/06/25- 6/06/26	*A MOTHERS TOUCH	HOUSECLE HOUSECLEANING	0.00
01113	7/22/25- 7/22/26	ARK REAL ESTATE	REALEST REAL ESTATE	0.00
01221	6/07/25- 6/07/26	HWY 30 LIQUIDATORS	RETVARI RETAIL - VARIETY	0.00
01223	6/21/25- 6/21/26	PEAK FIRE PROTECTION	MISC MISCELLANEOUS	0.00
01225	6/28/25- 6/28/26	NATIVE PLANTSCAPES NW, LLC	LANDSCAP LANDSCAPING	0.00
01227	6/29/25- 6/29/26	BEARDEN INSURANCE GROUP INC	INS INSURANCE	0.00
01233	7/14/25- 7/14/26	PACIFIC INT-R-TEK	INSPECT INSPECTIONS - PROPER	0.00
01346	6/12/25- 6/12/26	TAP CONTRACTING	CONTMISC CONTRACTOR-MISC.	0.00
01352	6/27/25- 6/27/26	WATSON MOTORSPORTS, LLC	AUTO AUTO REPAIR	0.00
01438	5/30/25- 5/30/26	FRINGE COLLECTIVE LLC	BEAUTYSH BEAUTY/BARBER SHOP	0.00
01439	6/10/25- 6/10/26	NJM ROOF & GUTTER CLEANING LLC	CONTMISC CONTRACTOR-MISC.	0.00
01441	6/11/25- 6/11/26	USA ROOFING & WATERPROOFING	CONTROOF CONTRACTOR-ROOFING	0.00
01442	6/11/25- 6/11/26	BARE ROOTS LAND & HOME LLC	CONTGEN CONTRACTOR-GENERAL	0.00
01444	6/12/25- 6/12/26	TEXSTAR ENTERPRISES LLC	CONTGEN CONTRACTOR-GENERAL	0.00
01445	6/13/25- 6/13/26	HOLPUS HENDRI	SOLICIT SOLICITATIONS	0.00
01446	6/13/25-12/13/25	STUDIO SIGNS	7 DAY 6 MONTH LICENSE	0.00
01448	6/19/25- 6/19/26	BUZZ'N BEEZ CLEANING	HOUSECLE HOUSECLEANING	0.00

LICENSE CODE	TOTAL	BALANCE
7 DAY 6 MONTH LICENSE	1	0.00
ACCOUNT ACCOUNTING	1	0.00
AUTO AUTO REPAIR	1	0.00
BEAUTYSH BEAUTY/BARBER SHOP	2	0.00
CONTCNC CONTRACTOR-CONCRETE	1	0.00
CONTGEN CONTRACTOR-GENERAL	3	0.00
CONTINDU CONTRACTOR-INDUSTRIA	1	0.00
CONTMISC CONTRACTOR-MISC.	5	0.00
CONTROOF CONTRACTOR-ROOFING	2	0.00
DELIVERY DELIVERY SERVICE	1	0.00
DOORS DOORS	1	0.00
HOUSECLE HOUSECLEANING	2	0.00
INS INSURANCE	1	0.00
INSPECT INSPECTIONS - PROPER	1	0.00
JANITOR JANITORIAL SERVICES	1	0.00
LANDSCAP LANDSCAPING	1	0.00
MARTIALA MARTIAL ARTS	1	0.00
MISC MISCELLANEOUS	1	0.00
REALEST REAL ESTATE	1	0.00
RENTAPT RENTAL - APARTMENTS	1	0.00
RENTRESI RENTAL - RESIDENTIAL	1	0.00
RESTAURA RESTAURANT	1	0.00
RETFURN RETAIL - FURNITURE	1	0.00
RETVARI RETAIL - VARIETY	1	0.00
SOLICIT SOLICITATIONS	1	0.00
STORAGE STORAGE UNITS	1	0.00
TOTAL ALL CODES:	35	0.00

*** 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 **