



COUNCIL REGULAR SESSION

Wednesday, September 16, 2020 at 7:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Doug Morten
Councilor Keith Locke
Councilor Ginny Carlson
Councilor Stephen R. Topaz

<https://zoom.us/j/99512684954?pwd=Qmk0d3JtWIZXeVZWMEg0WGgzVXIkQT09>

LOCATION & CONTACT:

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AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

VISITOR COMMENTS – *Limited to five (5) minutes per speaker*

ORDINANCES – *First Reading*

- 1. Ordinance No. 3256:** An Ordinance to Amend the City of St. Helens Comprehensive Plan Map for Certain Property from the Suburban Residential (SR) and Public Lands (PL) Designations to the General Commercial (GC) Designation and the Zoning District Map from the Moderate Residential (R7) and Public Lands (PL) Zones to the Mixed Use (MU) Zone

RESOLUTIONS

- 2. Resolution No. 1899:** A Resolution Authorizing the Execution and Delivery of a Financing Agreement and Escrow Agreement; Authorizing the Issuance and Negotiated Sale of Full Faith and Credit Refunding Obligations to Refund Outstanding Loans; Designating an Authorized Representative, Special Counsel, and Underwriter; and Related Matters

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 3.** Satisfaction of Mortgage for 120 Melvin Avenue (Ridenour) - CAT Loan Payoff
- 4.** Agreement with Arciform for Design Services for Facade at 275/277 Strand Street

CONSENT AGENDA FOR ACCEPTANCE

- 5.** Planning Commission Minutes dated August 11, 2020

CONSENT AGENDA FOR APPROVAL

- 6.** Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS

MAYOR SCHOLL REPORTS

COUNCIL MEMBER REPORTS

DEPARTMENT REPORTS

OTHER BUSINESS

ADJOURN**VIRTUAL MEETING DETAILS****Join Zoom****Meeting:** <https://zoom.us/j/99512684954?pwd=Qmk0d3JtWlZXeVZWMEg0WGgzVXlkQT09>**Meeting ID:** 995 1268 4954**Passcode:** 785375**Call in:** 1 346 248 7799

The St. Helens City Council Chambers are handicapped accessible. If you wish to participate or attend the meeting and need special accommodation, please contact City Hall at 503-397-6272 in advance of the meeting.

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

City of St. Helens
ORDINANCE NO. 3256

AN ORDINANCE TO AMEND THE CITY OF ST. HELENS COMPREHENSIVE PLAN
MAP FOR CERTAIN PROPERTY FROM THE SUBURBAN RESIDENTIAL (SR) AND
PUBLIC LANDS (PL) DESIGNATIONS TO THE GENERAL COMMERCIAL (GC)
DESIGNATION AND THE ZONING DISTRICT MAP FROM THE MODERATE
RESIDENTIAL (R7) AND PUBLIC LANDS (PL) ZONES TO THE MIXED USE (MU)
ZONE

WHEREAS, applicant has requested to amend the City of St. Helens Comprehensive Plan Map and Zoning District Map for property identified as Columbia County Tax Assessor Map Number 4N1W-8BC-2600 and 4N1W-8CB-400 from the Suburban Residential, SR and Public Lands, PL designations to General Commercial, GC designation, and the Moderate Residential, R7 and Public Lands, PL zoning districts to the Mixed Use, MU zoning district, respectively; and

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

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

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

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

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

Section 2. The City of St. Helens Comprehensive Plan Map is amended to change the plan designation boundaries of the Suburban Residential, SR and Public Lands, PL designations to the General Commercial, GC designation for the property described herein.

Section 3. The City of St. Helens Zoning District Map is amended to change the zoning district boundaries of the Moderate Residential, R7 and Public Lands, PL zones to the Mixed Use, MU zone for the property described herein.

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

Section 5. The City Council finds that development or use of the subject property (the Millard Road Property) is required to comply with the City's Parks and Trails Master Plan adopted by Ordinance No. 3191, as amended, for the City's *community park* needs as described in said plan, but that the Ross Road Property, as depicted by **Attachment "B"** attached hereto, is an alternative to the Millard Road Property for this purpose.

Section 6. 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: September 16, 2020
Read the second time: October 7, 2020

APPROVED AND ADOPTED this 7th day of October, 2020 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Comprehensive Plan Map and Zoning District Map Change CPZA.1.20**

APPLICANT: City of St. Helens
OWNER: City of St. Helens
ZONING: Approximately 0.57 acres along the north side along Maple Street is zoned Moderate Residential, R7, with the remaining area zoned Public Lands, PL

LOCATION: 4N1W-8BC-2600 and 4N1W-8CB-400
PROPOSAL: Comprehensive Plan Map change of entire property (approx. 23 acres) from Suburban Residential, SR and Public Lands, PL to General Commercial, GC.

Zoning District Map change of the entire property (approx. 23 acres) from Moderate Residential, R7 and Public Lands, PL to Mixed Use, MU.

The 120-day rule (ORS 227.178) for final action for this land use decision is not an issue as the City is the applicant.

SITE INFORMATION / BACKGROUND

The site is just over 23 acres of property located between Maple Street to the north and Millard Road to the south. The local School District owned the property for many years and used the site for wetland mitigation for school projects elsewhere. The School District owned the property until 2009.

The City annexed the property in 2009 (files A.1.09, Ordinance No. 3116; and A.2.09, Ordinance No. 3115). At the time of annexation, the City owned the approximate norther two-thirds and the Columbia Health District owned the remaining southerly approximate one-third.

In November 2010, the Columbia Health District Board of Directors voted unanimously to stop all work on a hospital project after taxing citizens to fund it. The failed hospital project resulted in dissolution of the Health District, which resulted in the County taking ownership of the property, who subsequently transferred the property to the City since it was in its municipal boundary. Thus, the City owns the entire property now.

The site lacks improvements except for frontage improvements (sidewalk, curb) along Millard Road installed as part of a failed hospital project, remnants of the failed hospital project within the southerly third, some underground utilities, and a wood pedestrian bridge spanning McNulty Creek towards the north end associated with trails.

The north quarter is heavily wooded around McNulty Creek. Topography is irregular. Area south of the wooded portion is generally open field with scattered trees, except around some wetlands where tree density increases. Topography is more level in this area. There are several wetlands on the site. Some are mitigation areas from past School District projects. Though a failed project, there is even mitigation area for the hospital that never was.

PUBLIC HEARING & NOTICE

Hearing dates are as follows: August 11, 2020 before the Planning Commission and September 2, 2020 before the City Council.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property(ies) on July 17, 2020 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on July 22, 2020. Notice was sent to the Oregon Department of Land Conservation and Development on June 11, 2020.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

The “Millard Road property” currently owned by the City and the subject of this proposal consists of multiple parcels of land. Thus this CPZA is a legislative action as defined by Chapter 17.20 SHMC.

Pursuant to SHMC 17.20.020(2)(b), the Council must approve the concept for an application for a legislative application to be accepted. At their January 15, 2019 work session, the City Council directed staff to rezone the property to Mixed Use in its entirety. The Mixed Use (MU) zone requires a change to the Comprehensive Plan Map to the General Commercial (GC) designation.

SHMC 17.20.120(1) and (2) – Standards for Legislative Decision

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

- (a) The statewide planning goals and guidelines adopted under ORS Chapter 197;
- (b) Any federal or state statutes or guidelines found applicable;
- (c) The applicable comprehensive plan policies, procedures, appendices and maps; and
- (d) The applicable provisions of the implementing ordinances.
- (e) A proposed change to the St. Helens zoning district map that constitutes a spot zoning is prohibited. A proposed change to the St. Helens comprehensive plan map that facilitates a spot zoning is prohibited.

(2) Consideration may also be given to:

- (a) Proof of a change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or implementing ordinance which is the subject of the application.

(1)(a) Findings: This criterion requires analysis of the applicable statewide planning goals.

The applicable goals in this case are: Goal 1, Goal 8, Goal 9, Goal 10, and Goal 12.

Statewide Planning Goal 1: Citizen Involvement.

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

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

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

In addition to following its fundamental notification and public hearing requirements, the City vetted this proposal prior to this CPZA process, as summarized:

- City holds a **public forum** on **June 20, 2018** to discuss potential rezoning of the property. About six people provided oral input. The County Commissioners provided written input (letter dated June 20, 2018). There was some support for Mixed Use zoning, and some for R10 (low density residential) zoning. The location of a future park was discussed with some support, especially around McNulty Creek on the north end of the site.
- Staff discusses the rezoning with the **Parks Commission** on **August 13, 2018**. Parks Commission recommends Public Lands on north side to some extent for parkland and the remainder Mixed Use. There was also discussion about ensuring the park area had enough gradually sloped property (as opposed to the steeply sloped areas near McNulty Creek) to accommodate park facilities, including parking. The Parks Commission also wanted to see a pedestrian connection from Millard Road through the site (through the wetlands) to the bridge over McNulty Creek.
- **Housing Needs Analysis** efforts **October 2018 – August 2019** (for adoption). These efforts helped inform the zoning consideration of this property. We now have current information regarding housing supply. Per the HNA, the St. Helens UGB contains a significant surplus of all residential lands, *except* high density residential. The HNA also supports Mixed Use. *See Goal 10 discussion below.*
- Staff discusses the rezoning with the **Planning Commission** on **May 14, 2019** after the Housing Needs Analysis conclusions are known (but before adoption of the HNA). The Planning Commission supported Mixed Use zoning for the entire property. In regards to keeping some zoning Public Lands for a future park, the Commission noted the entire property could be zoned Mixed Use and the park on the north side zoned back to Public Lands once that boundary is determined. The Commission also noted that public parks are a conditionally permitted use in the Mixed Use zoning district. *See discussion about the Parks Master Plan below.*
- Staff discusses the rezoning with the **City Council** at their **June 5, 2019** work session. The Council directive: 1) a master plan for a park on north side along McNulty Creek, and 2) Public Lands zoning for the park and Mixed Use for the remainder.

- In the approximate **3rd quarter of 2019** staff works with a landscape architecture consulting firm and the **Parks Commission** to develop concept Master Plan for the park that contained two options differentiated by area. One option was focused on the north side of the site and the other most of the site.
- Staff discusses the rezoning with the **City Council** at their **January 15, 2020** work session. With some debate over the size of the park, the Council directive changed from the June 5, 2019 meeting, to zoning the property to Mixed Use in its entirety with no Public Lands zoning reservations.

Finding: Given the public vetting for the proposal, scheduled public hearings, and notice provided, **Goal 1** is satisfied.

Statewide Planning Goal 8: Recreational Needs

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

It is the purpose of the City's Parks & Trails Master Plan (2015) to establish the long-term framework for enhancing the livability of the community for residents, employees, and visitors for the next 10-15 years. The provision of parks, trails, and recreation facilities and amenities is a crucial aspect of the plan.

The subject property is included in the Parks & Trails Master Plan (2015) because a portion of it is forecasted as a future park. See ½ mile radius policy in the City's Comprehensive Plan, explained below.

Given that the development and implementation of the Parks and Trails Master Plan plays a keystone role in satisfying the recreational needs of citizens of the state, and visitors to the community, Goal 8 is satisfied only if the Parks & Trails Master Plan *in affect at the time of implementation* is met.

Under the current zoning, Public Lands, PL, public or private parks are a permitted use. Public park is also a permitted use in the Moderate Residential, R7 zone (note small portion of R7 zoning along the north side). Under the Mixed Use, MU zone, parks are a conditionally permitted use, which requires greater effort and uncertainty to establish a park. Thus, the Parks & Trails Master Plan can still be met with the proposal, though, not necessarily as easily.

Finding: Goal 8 is technically satisfied. However, this proposal makes compliance with Goal 8 more difficult and less certain, given how it impacts the possibility of new park lands.

The Planning Commission recommended the City Council include a section in the adoption ordinance for this proposal that reads something like “development of this property shall comply with the City's adopted Parks Plan.” The City Council found this acceptable but

with the addition that the Ross Road Property be an alternative to the Millard Road Property for the City's community park needs.

Statewide Planning Goal 9: Economic Development

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

This goal is satisfied when it can be shown that the proposal will not negatively affect industrial or other employment land, as such lands are catalysts to economic development.

Finding: Since this proposal will actually increase the amount of employment lands, **Goal 9** is satisfied.

Statewide Planning Goal 10: Housing.

Goal 10 requires buildable lands for residential use shall be inventoried and plans shall encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density

This proposal relates to housing as it is changing the possible uses of land, as dictated by the City's Comprehensive Plan and Zoning Districts Maps.

St. Helens completed and adopted a Housing Needs Analysis (HNA) and Buildable Lands Inventory (BLI) in 2019 (Ordinance No. 3244). The results of the housing needs analysis indicate that the current St. Helens Urban Growth Boundary is sufficient to accommodate future housing needs, with a small deficiency of high density land for multi-family development.

Currently, zoned (predominately) Public Lands, PL as it has been for decades, no permanent residential use is allowed. In other words, the land does not contribute to the City's housing needs. However, if zoned Mixed Use, MU as proposed, note the following from the adopted Housing Needs Analysis:

- HNA pg. 21 it states: *While the overall UGB land supply is adequate to meet future demand, there is currently a need to utilize commercial/mixed use sites for specific amounts of high density (apartment) development.*
- In a 20-year forecast, under some housing needs calculation methods included the recommendation No. 5 (HNA pg. 43), some proportion (up to 8 acres) of existing commercial and mixed use land would be required to be used for residential (HNA pg. 43). This assumes a 15% residential composition of development (i.e., 15% residential and 85% non-residential) (HNA pg. 32).
- Changing the zoning of this land to Mixed Use, MU increases the mixed-use acreage within the St. Helens Urban Growth Boundary, thus increasing the probability the up-to-8-acre target can be met in the 20-year forecast. Most housing types are possible in the Mixed Use zone including multi-family development.

A small portion of the property on the north side is zoned Moderate Residential, R7. While other adjacent property that is within City limits is zoned R7, and there are arguments to favor this zoning for land use continuity in the area, the HNA identifies a surplus of medium and low density lands. **Thus, there is not a need for R7 zoned lands**, while Mixed Use zoning actually satisfies an identified need. Further, the R7 zoned portion is comparatively small to the rest of the property at approximately 25,000 square feet (0.57 ac.) and substantially encumbered by floodplain and riparian area associated with McNulty Creek.

Before the public hearing process, the City received some comments suggesting that the appropriate zone for the property is Suburban Residential, R10. The HNA identifies a considerable surplus of low density zoning. Thus, **R10 would not meet an identified need and there is no adjacent or nearby R10 zoning**. R10 is inappropriate zoning designation for this site.

Finding: Because the Mixed Use, MU zoning meets an identified need in the City adopted Housing Needs Analysis and the Public Lands, PL zoning does not contribute to housing need, **Goal 10** is satisfied.

Statewide Planning Goal 12: Transportation

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

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

Finding: Traffic impact is required to be analyzed as part of a plan amendment or zone change application, pursuant to Chapter 17.156 SHMC. See Section (d) for a more detailed discussion of the TPR and implementing ordinances. Based on Section (d) below, Goal 12 is met.

(1)(b) Findings: This criterion requires analysis of any applicable federal or state statutes or guidelines.

There are no known additional federal or state statutes or guidelines not already addressed elsewhere herein.

(1)(c) Findings: This criterion requires analysis of applicable comprehensive plan policies, procedures, appendices and maps.

For these findings, the comprehensive plan addendums will be examined followed by policies.

Comprehensive Plan Addendums:

The applicable addendums to the Comprehensive Plan include the **Economic Opportunities Analysis** (Ord. No. 3101), **Waterfront Prioritization Plan** (Ord. No. 3148), **Transportation Systems Plan** (Ord. No. 3150), **Corridor Master Plan** (Ord. No. 3181), **Parks & Trails Master Plan** (Ord. No. 3191), **Riverfront Connector Plan** (Ord. No. 3241), and **Housing Needs Analysis** (Ord. No. 3244).

The applicable addendums are:

Economic Opportunities Analysis (EOA): The 2008 Economic Opportunities Analysis notes a shortage of zoned commercial lands of about 10 acres. Though this information is dated and many lands have been changed to commercial from something else since 2008, it still suggests a lower commercial land inventory. Public Lands, PL zoning does not advance the EOA. Mixed Use, MU does.

Transportation Systems Plan (TSP): The 2011 Transportation Systems Plan identifies a transportation connection between Millard Road and Maple Street. Zoning this property Mixed Use will not prohibit the ability for future development to accommodate a transportation connection through the site.

Parks & Trails Master Plan: In Chapter 4, the 2015 Parks and Trails Master Plan analyzes future population growth and makes recommendations about how many acres and of what type of parks will be needed to meet the statewide recommended level of service. It recommended development of the Millard Road city-owned property into a *community park to help meet this guideline.

*The Parks and Trails Master Plan identifies a variety of different types of parks, open space areas, and recreational venues, each designed to provide a specific type of recreation experience or opportunity. The Plan describes community parks as follows:

Community parks are typically larger in size and serve a broader purpose than neighborhood parks. Their focus is on meeting the recreation needs of several neighborhoods or large sections of the community, as well as preserving unique landscapes and open spaces. Community parks are typically 15-100 acres, depending on the spatial requirements of the facilities provided and the amount of land dedicated to natural resource protection. Community parks provide both active and passive recreation opportunities that appeal to the entire community serving an area within approximately 15 minutes driving time. While a community park may be proximate to a neighborhood and can provide typical neighborhood park amenities, they are normally designed as a “drive-to sites.” Community parks typically accommodate large numbers of people, and offer a wide variety of facilities, such as group picnic areas and large shelters, sports fields and courts, children’s play areas, swimming pools and splash pads, community gardens, extensive pathway systems, community festival or event space, and green space or natural areas. Community parks

require additional support facilities, such as off-street parking and restrooms and as such can also serve as regional trailheads.

As noted under the findings for *Statewide Planning Goal 8* above, the change to Mixed Use, MU zoning makes advancing the Parks and Trails Master Plan more difficult and less certain as parks will be a conditionally permitted use instead of a permitted use.

At their June 5, 2019 Work Session, the City Council unanimously supported (with Councilor Carlson absent) a master plan for the north side of the property by the creek. Around the 3rd quarter of 2019, staff worked with Mackenzie (consultants) and the Parks Commission, including the Council Liaison Council President Morten, to develop concept park master plan for this property with two options differentiated by area. Though not adopted, these represent *potential community parks*.

The Planning Commission recommended the City Council include a section in the adoption ordinance for this proposal that reads something like “development of this property shall comply with the City’s adopted Parks Plan.” The City Council found this acceptable but with the addition that the Ross Road Property be an alternative to the Millard Road Property for the City’s community park needs.

Housing Needs Analysis: See findings for *Statewide Planning Goal 10* above.

Comprehensive Plan policies:

Noteworthy and applicable policies are:

SHMC 19.08.020 Economic Goals and Policies

(3)(j) Allocate adequate amounts of land for economic growth and support the creation of commercial and industrial focal points.

(3)(m) Make commercial designation large enough to accommodate a large variety of commercial development with sufficient buffers.

The site is large (23.16 acres or 15.63 acres less estimated sensitive lands area) enough to create a new commercial node, which is possible under the Mixed Use, MU zoning. It also adds this much acreage to the City’s employment land base. The property is long and narrow (comparatively), but still exceeds 500 in width, which should be able to accommodate required buffers from surrounding residential lands.

SHMC 19.08.030 Public Services and Facilities Policies

(3)(o) Develop a program whereby the city’s park system can be maintained or expanded to serve the needs of anticipated growth...

(3)(p) Acquire sites for future parks as identified on the comprehensive plan map as far in advance as possible to have sites be within ½ mile of residential areas.

Chapter 4 of the Parks & Trails Master Plan analyzes the service area of a ½ mile radius to residential areas suggested in (3)(p) and recommends development of a portion of the subject property into a community park to help meet this guideline. As already noted above, the proposal makes establishing a park more difficult.

Given the ½ mile radius provision and lack of other formally identified properties in the SW quadrant of the City, the subject property is important for the City's future recreational needs.

The City Council recognizes this and that the Ross Road Property is comparable in net acreage to the Millard Road Property, both of which are located in the SW quadrant of the City. Thus, based on the Planning Commission recommendation that a section be included in the Ordinance stating compliance with the Parks and Trails Master Plan, the City Council adds that the Ross Road Property is an alternative to the Millard Road Property for the City's future community park needs.

A Ross Road Property exhibit will be included in the ordinance for this proposal to supplement the current Parks and Trails Master Plan for community park considerations.

(1)(d) Findings: This criterion requires analysis of the applicable provisions of the implementing ordinances.

The key implementing ordinance for consideration is **SHMC 17.08.060, Transportation planning rule compliance:**

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

(a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);

(b) Change standards implementing a functional classification system; or

(c) As measured at the end of the planning period identified in the adopted transportation system plan:

(i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

(ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or

(iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.

In addition, SHMC 17.156.030 traffic impact analysis applicability includes:

(1) A change in zoning or a comprehensive plan amendment designation, except when the change will result in a zone or plan designation that will result in less vehicle trips based on permitted uses (e.g., from a high density residential district to a lower density residential district or from a commercial district to a residential district);

Thus, whether or not the transportation facility will be significantly impacted needs to be examined. Impacts are often determined by Traffic Impact Analyses (TIAs), which can be required for **zoning/comprehensive plan map amendments** and **actual development**.

- Analysis for zoning/comprehensive plan map amendments are based on planning level documents.
- Analysis for actual development is based on the assumed (based on traffic professional industry standard modeling) real world impacts.

*****As this is a zoning/comprehensive plan map amendment proposal, findings pertain to planning level analysis.*****

First, let's compare vehicular trip rates based on the 9th ed. of the Institute of Transportation Engineers (ITE) Trip Generation Rates.

Permitted uses under the current Public Lands, PL zoning with notably high trip rates include:

Description	ITE Code	Units	Weekday	AM	PM
Elementary School	520	KSF	15.43	5.20	1.21
Middle/ JR. High School	522	KSF	13.78	4.35	1.19
High School	530	KSF	12.89	3.06	0.97
Junior/ Comm. College	540	KSF	27.49	2.99	2.54
Library	590	KSF	56.24	1.04	7.30

Of these uses, the maximum total average weekday trips possible is 56.24 with a maximum AM and PM peak of 5.20 and 7.30. All are based on per 1,000 s.f. gross floor area.

Comparable non-residential permitted uses possible in the Mixed Use Zone that are not listed above (for the PL zone trips) and have higher trip rates.

Description	ITE Code	Units	Weekday	AM	PM
Free-Standing Discount Store	815	KSF	57.24	1.06	4.98
Hardware/Paint Store	816	KSF	51.29	1.08	4.84
Shopping Center	820	KSF	42.70	0.96	3.71

These uses have comparable trip rates. Though some retail and eating/drinking establishments have higher rates, they are less likely for several reasons due to location, sensitive lands and park lands (described below).

Also, the closest intersection of significance is Millard/US30. ODOT is planning to install a traffic signal along with other intersection improvements. According to ODOT's website (<https://www.oregon.gov/odot/projects/pages/default.aspx>), construction of this \$7.5 million project is currently forecast for 2021. The ODOT project is anticipated to make up for any functional issues this proposal may cause at this intersection.

The Mixed Use, MU zoned also allows residential uses. So that should be examined as well. The total acreage of the site after removing estimated sensitive lands is 15.63 acres. A typical permitted use would be a detached single-family development.

In the MU zone, the General Residential, R5 standards applies to this type of development. If 20% is removed for public facilities per Chapter 17.56 SHMC, the net developable area is about 12.5 acres (i.e., 15.63 – 3.13 acres).

This equates to 544,500 square feet. Per the R5 zone, the minimum lot size is 5,000 square feet. $544,500/5,000 = 109$ lots. Less lots are likely as this does not take into account park lands, rights-of-way/streets and other factors. The trip rate for apartments (ITE Code 210) is 9.52 average weekday trips per. This equates to 1,038 trips. A Library Services (ITE Code 590—see above) building that is 25,000 square feet in size would result in a comparable total trip rate; this use is possible under current zoning, thus, the reasonably expected residential use for the MU zone is not worse than the reasonably anticipated use on the PL zone.

The City's adopted planning documents identify this property as a community park. Per the Parks and Trails Master Plan, community parks are typically larger in size typically 15-100 acres. Thus based on the City adopted planning documents, much if not all, of the property can be viewed as parkland for the purpose of traffic impact review for this proposal. City parks have trips rates as follows:

Description	ITE Code	Units	Weekday	AM	PM
City Park	411	Acres	1.89	4.50	3.50

The rates are much less than others. Note this is per acre, not per 1,000 square feet.

In conclusion, based on the City's adopted documents as they pertain to park lands, the transportation planning rule (TPR) is met. In addition, comparing other uses reasonably expected to occur, the TRP is met. That Millard Road/US30's capacity will be enhanced by an ODOT planned project is an additional aid (safety net) to the TPR compliance. Finally, Traffic Impact Analysis can still be required for actual development.

(1)(e) Findings: This criterion is intended to prevent spot zoning.

Spot zoning is defined by Chapter 17.16 SHMC as follows:

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

This proposal would place Mixed Use zoning in area that currently has none. However, it is a very large parcel, and Mixed Use accommodates a variety of uses, many of which are similar to the surrounding uses.

(2) Findings: This criterion allows consideration of proof of a change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or implementing ordinance which is the subject of the application.

The site has had a predominant Comprehensive Plan designation of Public Lands, PL since at least 1978. When annexed in 2009 (Ord. No. 3115 and 3116) it was zoned Public Lands, PL accordingly.

The much smaller portion of the site lying north of McNulty Creek has had a Comprehensive Plan designation of Rural Suburban Unincorporated Residential, RSUR since at least 1978. When annexed in 2009 (Ord. 3115) the Comprehensive Plan designation changed to Suburban Residential, SR (incorporated) and the Moderate Residential, R7 zone was established accordingly.

No evidence of mistake or error.

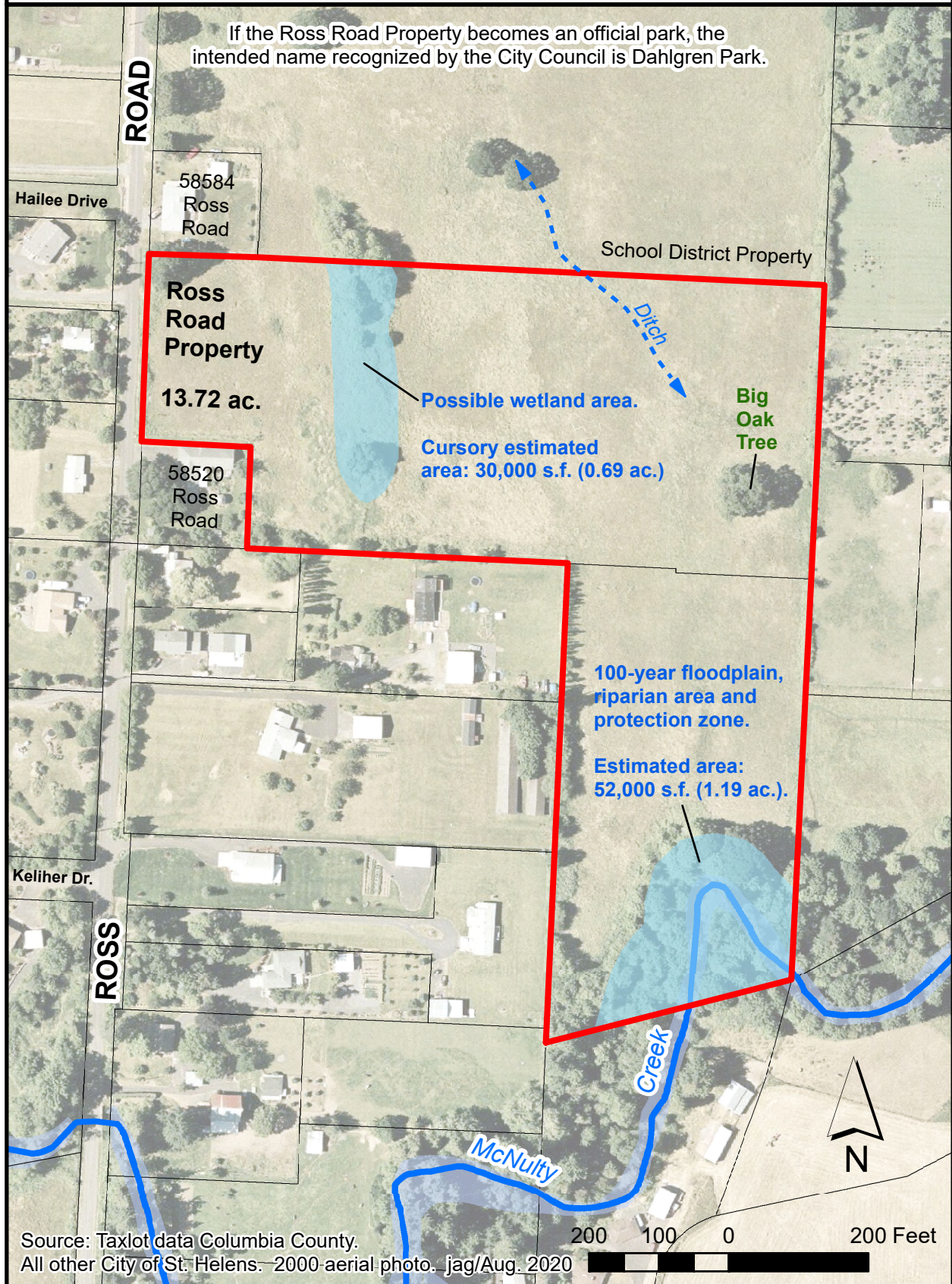
CONCLUSION & DECISION

Based upon the facts and findings herein, the City Council approves this proposal, with an added section to the adoption ordinance that includes the Ross Road Property and an alternative to the Millard Road Property for the City's community park needs based on the Parks and Trails Master Plan.

Rick Scholl, Mayor

Date

ORD No. 3256 - ATTACHMENT "B" - Ross Road Property



City of St. Helens
RESOLUTION NO. 1899

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A
FINANCING AGREEMENT AND ESCROW AGREEMENT; AUTHORIZING THE
ISSUANCE AND NEGOTIATED SALE OF FULL FAITH AND CREDIT
REFUNDING OBLIGATIONS TO REFUND OUTSTANDING LOANS;
DESIGNATING AN AUTHORIZED REPRESENTATIVE, SPECIAL COUNSEL,
AND UNDERWRITER; AND RELATED MATTERS**

WHEREAS, the City of St. Helens, Columbia County, Oregon (the "City") is authorized pursuant to the Constitution and laws of the State of Oregon, namely, Oregon Revised Statutes Sections 271.390, 287A.315 and 287A.360, to (1) enter into financing agreements to refinance real and personal property the City determines is needed, (2) pledge its full faith and credit and taxing power in connection with such financing agreements, and (3) pay the costs of issuance of such financing agreements; and

WHEREAS, the Charter of the City does not (1) prohibit the City from entering into a financing agreement and pledging its full faith and credit as security for the financing agreement, nor (2) require a non-appropriation clause to be included in the financing agreement; and

WHEREAS, on or about July 27, 2010, the City entered into a Clean Water State Revolving Fund Loan Agreement R80163 with the State of Oregon, acting by and through its Department of Environmental Quality ("DEQ") in the original, amended principal amount of \$4,558,019 (the "DEQ Loan") to finance improvements to the wastewater system described in the City's application dated May 15, 2003; and

WHEREAS, the DEQ Loan is subject to optional prepayment by the City without penalty on any business day upon 24 hours prior written notice, plus accrued and unpaid interest through the date of prepayment; and

WHEREAS, on or about June 29, 2015, the City entered into a Financing Agreement (Real Property) with Columbia State Bank in the original principal amount of \$1,000,000 (the "Columbia Bank Loan") to finance the acquisition of an approximately 22-acre site along the Columbia River; and

WHEREAS, the Columbia Bank Loan is subject to optional prepayment by the City, with a prepayment fee through June 28, 2021 equal to 3% of the Outstanding Balance to be prepaid, plus accrued and unpaid interest through the date of prepayment, on any payment date (December 15 and June 15) upon 30 days prior notice; and

WHEREAS, on or about August 10, 2016, the City entered into a Master Tax-Exempt Lease/Purchase Agreement with U.S. Bancorp Government Leasing and Finance, Inc. in the original principal amount of \$747,631 (the "US Bank Loan") to finance an Energy Savings Performance Contract providing certain energy conservation measures; and

WHEREAS, the US Bank Loan is subject to optional prepayment by the City in whole at any time by the payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule), plus accrued and unpaid interest through the date of prepayment; and

WHEREAS, on or about June 20, 2013, the City entered into a Financing Agreement with Capital One Public Funding, Inc. in the original principal amount of \$6,142,000 (the "Capital One Water Refunding Loan") to refund loans between the City and the Oregon Business Development Department (formerly, the Oregon Economic and Community Development Department) (Loan G04004 and Loan S04004) for water system improvements; and

WHEREAS, the Capital One Water Refunding Loan is subject to optional prepayment by the City, in whole or in part, through May 31, 2023 at 101% of the amount prepaid, plus accrued and unpaid interest through the date of prepayment, on any Business Day upon 30 days prior notice; and

WHEREAS, on or about June 20, 2013, the City entered into a Financing Agreement with Capital One Public Funding, Inc. in the original principal amount of \$1,912,000 (the "Capital One Sewer Refunding Loan") to refund a loan between the City and DEQ (Loan R80161) for sewer system improvements; and

WHEREAS, the Capital One Sewer Refunding Loan is subject to optional prepayment by the City, in whole or in part, through May 31, 2023 at 101% of the amount prepaid, plus accrued and unpaid interest through the date of prepayment, on any Business Day upon 30 days prior notice; and

WHEREAS, based on current market conditions, present value savings may be achieved by issuing refunding obligations for the purpose of refunding all or a portion of the DEQ Loan, the Columbia Bank Loan, the US Bank Loan, the Capital One Water Refunding Loan, and the Capital One Sewer Refunding Loan (collectively, the "Loans") and paying the costs of issuance of the refunding obligations; and

WHEREAS, the estimated weighted average life of the financing agreement will not exceed the estimated dollar weighted average life of that portion of the facilities financed with the Loans being refinanced; and

WHEREAS, the financing agreement will be issued as a full faith and credit obligation of the City payable from the lawfully available, non-restricted funds of the City and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon.

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

Section 1. Definitions. Unless the context clearly requires otherwise, capitalized terms not defined in this Section 1 shall have the meanings defined for such terms in the Escrow Agreement and capitalized terms used in this Resolution which are defined in this Section 1 shall have the following meanings:

"Authorized Representative" means the Mayor, the City Administrator or the Assistant City Administrator, or person designated by the Council to act as Authorized Representative under this Resolution.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and judicial decisions promulgated thereunder.

"City" means the City of St. Helens, Oregon.

"Escrow Agent" means the Escrow Agent under the Escrow Agreement, or its successors.

"Escrow Agreement" means the Escrow Agreement between the Escrow Agent and the City.

"Financing Agreement" means the City's Financing Agreement that is authorized by Section 2 of this Resolution.

"Financing Payments" means amounts, including the principal and interest payments, due under the Financing Agreement.

"Obligations" means the obligations issued by the Escrow Agent under the Escrow Agreement which represent undivided ownership interest in the Financing Payments.

Section 2. Authorization. The City hereby authorizes the execution and delivery of one or more Financing Agreements in a form satisfactory to the Authorized Representative in an amount sufficient to refund all or a portion of the Loans and to pay related costs of issuance. The final maturity shall not be more than 20 years from the date of the Financing Agreement and the all-in interest cost on the Financing Agreement shall not exceed 4.00%.

Section 3. Financing Payments. The Financing Payments shall be payable from the lawfully available, non-restricted funds of the City and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the City to make Financing Payments shall be a full faith and credit obligation of the City. The Registered Owners of the Obligations shall not have a lien or security interest on the property financed with the proceeds of the Financing Agreement or the Obligations.

Section 4. Designation of Authorized Representative. The City hereby authorizes the Authorized Representative to act as the authorized representative on behalf of the City and determine the remaining terms of the Financing Agreement and Obligations pursuant to this Resolution.

Section 5. Delegation of Final Terms and Sale of Financing Agreement and Obligations and Additional Documents. The Authorized Representative is authorized, on behalf of the City, to:

- a. Determine whether it is desirable to refinance all, a portion of, or none of the Loans;
- b. Determine the dated date, interest payment dates, amount, maturity date, capitalized interest (if any), optional and/or mandatory redemption or prepayment provisions, defeasance provisions, interest rates, denominations, serial and term maturities, payment provisions, events of default, remedies, fees, whether the Obligations are issued on a taxable and/or tax-exempt basis, determine if the Obligations are issued in one or more series, and other terms under which the Financing Agreement and Obligations shall be issued, sold, executed, and delivered;
- c. Negotiate, execute, and deliver the Financing Agreement. Subject to the limitations of this Resolution, the Financing Agreement may be in such form and contain such terms as the Authorized Representative may approve;
- d. Negotiate the terms and approve of the Obligations;

e. Negotiate, execute, and deliver the Escrow Agreement, which provides for the issuance of the Obligations. Subject to the limitations of this Resolution and the Escrow Agreement, the Obligations may be in such form and contain such terms as the Authorized Representative may approve;

f. Determine which fund or funds are available to pay the Financing Payments;

g. Deem final and authorize the distribution of a preliminary official statement for the Obligations, authorize the preparation and distribution of a final official statement or other disclosure document for the Obligations, and enter into agreements to provide continuing disclosure for owners of the Obligations;

h. Appoint and engage the services of the Escrow Agent, paying agents, financial adviser, verification agents, and any other professionals whose services are desirable for the refinancing;

i. Apply for ratings for the Obligations, determine whether to purchase municipal bond insurance or obtain other forms of credit enhancement for the Financing Agreement or the Obligations, including a reserve surety policy, enter into agreements with the providers of credit enhancement, and execute, deliver, and acquire related documents, if applicable;

j. Call, defease, redeem, and prepay all or a portion of the Loans;

k. Determine whether the Obligations shall be Book-Entry certificates and to take such actions as are necessary to qualify the Obligations for the Book-Entry System of DTC, including the execution of a Blanket Issuer Letter of Representations;

l. Approve, execute, and deliver a continuing disclosure certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, § 240.15c2-12) for the Obligations;

m. Approve, execute and deliver a Tax Certificate and execute and deliver a certificate specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the Financing Agreement and Obligations in accordance with this Resolution; and

n. Execute and deliver any other certificates or documents and take any other actions which the Authorized Representative determines are desirable to refinance the Loans in accordance with this Resolution.

Section 6. Maintenance of Tax-Exempt Status. The City hereby covenants to use the Financing Agreement and Obligation proceeds and the facilities refinanced with such proceeds in the manner required, and to otherwise comply with all provisions of the Code which are required for interest paid on the Financing Agreement to be excluded from gross income for federal income tax purposes if the Obligations are issued on a tax-exempt basis. The City makes the following specific covenants with respect to the Code if the Obligations are issued as a tax-exempt obligation:

a. The City will not take any action or omit any action if it would cause the Financing Agreement to become an arbitrage bond under Section 148 of the Code;

b. The City shall operate the facilities refinanced with the Financing Agreement and

Obligation proceeds so that the Financing Agreement does not become a "private activity bond" within the meaning of Section 141 of the Code;

- c. The City shall comply with appropriate Code reporting requirements; and
- d. The City shall pay, when due, all rebates and penalties with respect to the Financing Agreement which are required by Section 148(f) of the Code.

The covenants contained in this Section and any covenants in the closing documents for the Financing Agreement shall constitute contracts with the owners of the Obligations and shall be enforceable by them. The Authorized Representative may enter into covenants on behalf of the City to protect the tax-exempt status of the Financing Agreement.

Section 7. Bank Designation. The City designates the Financing Agreement for purposes of paragraph (3) of Section 265(b) of the Code as a "qualified tax-exempt obligation" since the Financing Agreement does not constitute a private activity bond as defined in Section 141 of the Code, and not more than \$10,000,000 aggregate principal amount of obligations, the interest on which is excludable under Section 103(a) of the Code from gross income for federal income tax purposes (excluding, however, private activity bonds other than qualified 501(c)(3) bonds) including the Financing Agreement, have been or shall be issued by the City, including all subordinate entities of the City, if any, during the calendar year 2020.

Section 8. Escrow Deposit Agreement. The Authorized Representative is authorized to enter into an Escrow Deposit Agreement for the establishment of an Escrow Deposit Fund if deemed necessary or desirable to complete the refunding.

Section 9. Appointment of Special Counsel. The City appoints Mersereau Shannon LLP as special counsel to the City for the Financing Agreement and Obligations.

Section 10. Appointment of Underwriter. The City appoints D.A. Davidson & Co. as the underwriter for the issuance of the Obligations.

Section 11. Continuing Disclosure. The City covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Agreement to be negotiated with the Underwriter. Notwithstanding any other provision of this Resolution, failure by the City to comply with the Continuing Disclosure Agreement will not constitute an event of default; however, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section and the Continuing Disclosure Certificate.

Section 12. Preliminary and Final Official Statement. The City shall prepare or cause to be prepared a preliminary official statement for the Obligations which shall be available for distribution to prospective purchasers. In addition, an official statement shall be prepared and ready for delivery to the purchasers of the Obligations no later than the seventh (7th) business day after the sale of the Obligations. When the City determines that the final official statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the official statement not misleading in the light of the circumstances under which they are made, the Authorized Representative is authorized to certify the accuracy of the official statement on behalf of the City.

Section 13. Closing of the Sale and Delivery of the Financing Agreement. The Authorized

Representative is authorized to negotiate with the Underwriter as to the terms and conditions of a Purchase Agreement providing for the private negotiated sale of the Financing Agreement. The Authorized Representative is authorized to execute the Purchase Agreement for and on behalf of the City and to execute such additional documents, including a Tax Certificate, and to perform any and all other things or acts necessary for the sale and delivery of the Financing Agreement and the Obligations and the refunding and redemption of the Loans as herein authorized. Such acts of the Authorized Representative are for and on behalf of and are authorized by the Council of the City.

Section 14. Effective Date. This Resolution takes effect upon adoption by the Council.

Approved and adopted by the City Council on September 16, 2020, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

SATISFACTION OF MORTGAGE

Item #3.

KNOW ALL MEN BY THESE PRESENTS, that COMMUNITY ACTION TEAM, owner and holder of the mortgage and the obligation hereinafter described, do hereby certify and declare that a certain mortgage, bearing the date of July 5, 1989 made and executed by JERRY L. RIDENOUR as mortgagor to the City of St. Helens, the mortgagee therein and recorded in the office of the County Clerk of the County of Columbia, State of Oregon, in Record of Mortgages Instrument #89-5393, on September 14, 1989 for the property located at 120 Melvin Avenue, St. Helens, Oregon 97051, together with the debt thereby secured,

is fully paid satisfied and discharged.

In construing this satisfaction of mortgage, where the context so requires, singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the undersigned has executed this instrument this ____th day of August, 2020; if the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

Rick Scholl, Mayor, City of St. Helens

=====

STATE OF OREGON, County of Columbia) ss.

This instrument was acknowledged before me on
August ____, 2020, by Rick Scholl as Mayor
City of St. Helens, Oregon.

Notary Public for Oregon

My commission expires on _____

SATISFACTION OF MORTGAGE

City of St. Helens

VS

Jerry L. Ridenour

After recording, return to:

Jerry L. Ridenour
120 Melvin Avenue
St. Helens, OR 97051

SPACE RESERVED FOR

RECORDING STAMP

CENTRAL OFFICE

125 N. 17th St.
St. Helens, Oregon 97051
Voice (503) 397-3511
Fax (503) 397-3290
Administration
Information & Referral Ext. 274

FISCAL OFFICE

124 N. 18th St.
St. Helens, Oregon 97051
Voice (503) 366-6570
(503) 366-6565
(503) 366-6569
Fax (503) 366-7906

COMMUNITY DEVELOPMENT PROGRAMS

125 N. 17th St.
St. Helens, Oregon 97051
(503) 397-3511 Ext. 279
Housing Development
Community Facilities

HOUSING CENTER

(800) 404-3511
Housing Information & Referral
Homeowner & Tenant Trainings
Home Ownership Assistance

SELF-HELP HOUSING

(503) 366-6550

HOUSING REHABILITATION

Rehabilitation
Weatherization
Astoria
(503) 325-8098
(800) 325-8098
Columbia
(503) 397-1675
(800) 955-1675

EMERGENCY HOUSING PROGRAM

125 N. 17th St.
St. Helens, Oregon 97051
(503) 336-6546
(800) 404-3511

**CHILD & FAMILY
DEVELOPMENT PROGRAM**

PO Box 10, 108 W. B. St.
Rainier, Oregon 97048
(503) 556-3736
Head Start
Healthy Start

KID CARE PROGRAM

125 N. 17th St.
St. Helens, Oregon 97051
(503) 366-6545

ENERGY SERVICES PROGRAM

125 N. 17th St.
St. Helens, Oregon 97051
(503) 397-4951
(866) 722-4951
Energy Utility Assistance
Consumer Education
Tillamook
(503) 842-3267
(866) 722-4951
Astoria
(866) 722-4951

**SENIOR, RESPITE & VETERANS
SERVICE PROGRAMS**

125 N. 17th St.
St. Helens, Oregon 97051
(503) 366-6543
Respite Care, OPI
Senior Support & Nutrition Programs

Veterans Service Program
125 N. 17th St.
St. Helens, Oregon 97051
(503) 366-6580

COMMUNITY ACTION TEAM, INC.*"BUILDING BRIDGES TO SELF-SUFFICIENCY"*

August 24, 2020

Kathy Payne
City of St. Helens
PO Box 278
St. Helens, OR 97051

Dear Kathy:

Enclosed is a check to the City in the amount of \$8,825.00, a payback of the loan on the property of:

Jerry L. Ridenour
120 Melvin Avenue
St. Helens, OR 97051

As in the past, the City should deposit this check and enter the payback in the City ledger.

Please then create a new check for \$8,825.00 to Community Action Team for deposit in the City of St. Helens Revolving Loan Fund.

In addition, the Satisfaction of Mortgage document needs to be signed by Mayor Scholl, at his earliest convenience. If you would then send the documents to:

Community Action Team, Inc.
Attention: Susan Wagner
125 N 17th Street
St. Helens, OR 97051

We will forward it to the appropriate title company.

If you have any questions or concerns about any of the enclosed information, please contact me at 503-366-6562.

Sincerely,

Susan Wagner
Contract Coordinator

Enclosures
Satisfaction of Mortgage
Enc: Ck #1200013206; \$8,825.00

RECEIVED**AUG 31 2020**

OFFICE OF ST. HELENS
CITY RECORDER

Kathy Payne

From: Utilitybilling@ci.st-helens.or.us
Sent: Wednesday, September 2, 2020 4:19 PM
To: Kathy Payne; Matt Brown
Subject: Receipt #R00045172

275 Strand Street
Mailing: 265 Strand Street
St Helens, OR 97051
503-397-6272

DATE : 9/2/2020 4:15 PM
OPER : DR
TKBY : DR
TERM : 1
REC# : R00045172
169 TRANSITIONAL HOUSING
Old Republic Title Company 8825.00

Paid By:Old Republic Title Company
2-Check 8825.00 REF:1200013206

City of St. Helens
PERSONAL SERVICES AGREEMENT

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

RECITALS

A. The City is in need of design services for the Utility Billing/Court at 275 Strand Street (the Bennett Building) and Contractor is qualified and prepared to provide such services.

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

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to the design services at 275 Strand Street and Contractor accepts such engagement. The principal contact for Contractor shall be Anne De Wolf, phone 503-890-8284, email anne@arciform.com.

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

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on September 16, 2021. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

5. Payment.

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

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

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

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

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

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

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

CITY: City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens, OR 97051

CONTRACTOR: Arciform
Attn: Anne De Wolf
2303 N. Randolph Ave.
Portland, OR 97227

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

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

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

10. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

17. Compliance with Law.

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

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

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

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

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

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

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

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

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

22. Default.

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

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

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

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

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

24. Inspection and Audit by the City.

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

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

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

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

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

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

CITY:

CITY OF ST. HELENS

Council Meeting Date: 09/16/20

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

ARCIFORM

Signature: _____

Print: _____

Title: _____

Date: _____

ATTACHMENT A
Scope of Work

See attached.

ARCIFORM

design | restore | remodel

August 26th, 2020

The City of St. Helens – City Hall
265 Strand St.
St. Helens, OR 97051

Jenny Dimsho - Associate Planner
Phone: 503-366-8207
E-mail: jdimsho@ci.st-helens.or.us

Arciform's Letter of Agreement – The Arciform Way

This Letter of Agreement will serve as the contract between Arciform LLC (Arciform) and The City of St. Helens (Client) in connection with the projects in the home of Client. The information contained in this agreement supersedes plans, specifications (specs) or other previous agreements.

Payment Methods: Client will pay Arciform with cash, check or credit card. Credit cards are accepted with the addition of a 3% processing fee on any payment processed.

Fee Schedule: For all Time and Material (T&M) services rendered by Arciform, the following fee schedule will be used:

- | | |
|--|----------------|
| ▪ Delivery Driver | \$45/hr |
| ▪ Carpenter I, II, III and Painter | \$58/hr |
| ▪ Assistant to Design | \$65/hr |
| ▪ Lead Carpenter, Junior Designer and Contract Coordinator | \$73/hr |
| ▪ Project Manager, Design Associate, Drafter and Spec Writer | \$95/hr |
| ▪ Designer and Project Developer | \$120/hr |
| ▪ Senior Designer | \$135/hr |
| ▪ Principal Designer and Principal Project Developer | \$180/hr |
| ▪ Materials and Subcontractors | Cost plus 25%. |
1. We will do a site measure of the façade with a storefront specialist from Versatile Wood Products.
 2. We will draft an as-built elevation and sections of the façade.
 3. We will develop two options (plan A & plan B) for the façade based on the sketches and the feedback you provided and additional a la carte items.
 4. Next we will meet and show you our ideas and study our options via Zoom where we can share our screen.
 5. Once you feel comfortable with the direction we are going, we will do an estimate and confer with you again.
 6. Our estimating team will outline a fixed price workorder tailored to your scope.
 7. We will present the work order.
 8. You will sign, submit for permits and construction begins.

The estimated range is \$4,500.00 to \$6,500.00 to do the design and estimating based on this scope of work.

Rate Increase: Client acknowledges that the hourly rates stated are subject to periodic increases. Written notice of any will be provided prior to the new billing cycle to Client. In the event of a change, the new rate will only apply to work performed after the date of the rate change.

Billable Services: T&M billable services include but are not limited to: research; the documentation of existing conditions; design development and documentation; finish and fixture selections and specifications; budget review, scope development; correspondence between all involved parties; site assessments; visits with government entities and revisions per government entities' requirements; printing; project development; supervision during construction; material procurement; managing Client supplied materials and labor; actual labor; and travel time outside of a 15 mile radius from our office. Timecards are available upon request and by appointment.

Third Party Expenses: Arciform may make payments to third parties on Client's behalf. Companies providing work of this type are directly contracted by Client. Although Client is responsible for these expenses, Arciform will include charges without mark-up on invoices for the following: Postage, Printing, Permits, Engineering, Landscape design, Geotech, Surveyors and Government fees.

Estimates for T&M work: While Arciform will make every attempt to work quickly and efficiently, the amounts stated are estimates only. Actual amounts may be more or less depending on various work conditions, requests by Client, code requirements or project scope changes.

Work Orders: Work orders will be created to outline the design or construction work to be performed by Arciform. In the event that there are any changes or deviations in the work requested by Client and/or hidden or unforeseen conditions, including but not limited to pest, dry-rot, which require additional work and/or material by Arciform, a work order will be approved by Client and Arciform. Be aware that any work order, or the discussion of a possible work order, can and will delay the completion date of the project and require an additional deposit. Work orders are either fixed price or T&M. Client agrees that, if two parties sign, either of them may approve a work order, and that approval will be binding on both. Work orders can also be approved via standard e-mail by either party. Client recognizes that purchasing of job related material and fixtures may begin immediately after signing the work order. Any client driven changes to material/fixture selections may incur restocking fees or full reimbursement to Arciform for non-returnable items.

Payment: Invoices will be delivered every two weeks for T&M work. In the event Client fails to make any payment due, Arciform may terminate work without breach of contract pending payment or resolution of any dispute. Payments not received within 14 days of the invoice date are considered delinquent and will incur a late charge of \$50 per occurrence and bear a penalty of interest at an annual percentage rate (APR) of 18%, assessed on a daily basis on the overdue balance. If an invoice remains unpaid for more than 30 days, Arciform reserves the right to apply the retainer and/or deposit to the unpaid balance. Payments not received within 45 days of the invoice date will automatically start the process of placing a lien on the property. Should collection of delinquent payments become necessary, Client shall pay reasonable costs incurred by Arciform to recover overdue balances and interest including but not limited to fees assessed by collection agencies, attorney fees, costs of preparing and filing property liens and court costs regardless of whether a suit or action is instituted.

Arbitration: If Client disagrees with the amount of Arciform's fee, please contact the responsible team member. Typically, Arciform can resolve such disagreements satisfactorily with little inconvenience or formality. In the event a fee dispute is not readily resolved; Client has the right to request arbitration in the jurisdictions in which Arciform practices based on the rules of the American Arbitration Association. Arciform agrees to participate fully in that process. The liability of Arciform for breach of contract or negligence shall be limited to the fee charged on the project.

Plans: For quality control, Arciform reserves the right to judge the document sets complete for construction. All original drawings, photographs, renderings, materials, and samples supplied by Arciform will remain its property and will be retained by Arciform. After final payment has been received, Arciform will provide PDFs of work performed. It is not Arciform's or subcontractors' responsibility to review work (Architectural plans and plan details) generated by others outside of the employment of Arciform.

Hazardous: Unless otherwise specifically noted in the work order, Arciform will not be responsible for the removal and/or disposal of any hazardous materials as defined by any federal, state or local law, regulation or ordinance, including without limitation: lead based paint, asbestos and material containing asbestos. If such hazardous materials are encountered in the course of Arciform's work, Client will pay any and all additional costs to test, remove and/or dispose of such hazardous materials in accordance with such federal, state and local laws, regulations and ordinances. Arciform is a certified Lead Base Paint Remodeler. Our license number is LBPR119917.

NASCLA: Workmanship shall meet or exceed the guidelines found in the publication *NASCLA Residential Construction Standards, March 2009*, by the National Association of State Contractor Licensing Agencies. If an item is not covered in that publication, industry standards will govern.

Materials: Arciform calls attention to the limitations of matching materials. While Arciform will make an effort to match existing materials, textures, colors and planes, exact duplication is not promised. Arciform will have the right to substitute materials of similar quality, pattern and design. Out of square and plumb conditions of existing structure will require some of the same in new work to properly mask the existing conditions and not call undue attention to those details. Any type of dry rot or insect and animal infestations that have caused damage to parts of the house or any structural inadequacies that are involved in the terms of this agreement or that may be an obstacle to completion of the said work will need to be addressed as a work order.

Site: Arciform will not be expected to keep gates and the like closed for animals and children. A construction site is inherently dangerous, and children and pets should be kept away from the construction area at all times, including after-hours. Arciform reserves the right to place a company sign on the premises of the site during execution of the agreement.

Good Faith: Client has the assurance that Arciform's services will be rendered in good faith and in a professional manner. The team assigned to Client's project may delegate your project, or parts of it, to other team members in order to utilize their special expertise or to provide service on the most efficient and timely basis. Arciform cannot be responsible for the performance, quality or timely completion of work by contractors not directly associated with Arciform or by vendors or manufacturers. Arciform may engage subcontractors to perform the work and provide materials in the execution of the work order provided that work and materials meet the standards of construction specified. Client agrees that only Arciform is authorized to direct progress of the work. Client agrees to provide access to a potable water supply and daily use of electrical power throughout the project.

Warranty: Arciform guarantees to the original client the work performed by Arciform personnel and subcontractors that come under our direct supervision for one year after substantial completion of individual work orders. Arciform will correct improper workmanship and repair or replace defective materials subject to the limitations described. If a problem occurs which is covered by this warranty, Client must notify Arciform in writing prior to the expiration of the one-year period. When that notification is received, Arciform will take steps to correct the problem. Please refer to Client-Supplied Material or Labor Disclaimer for items not covered. Arciform does not warrant the performance of or labor to repair manufacturers' products, nor can Arciform be responsible for the guarantee of any material, finish or product against wearing, fading, soiling or latent defect.

Limitation of Liability: Arciform carries a \$20,000.00 performance bond and \$1,000,000.00 in liability insurance. With the exception of damage that arises out of negligence or actions of Arciform or its subcontractors, Client is responsible for all

materials at the job site before, during and while they are being installed. Arciform can assume no responsibility for delays caused by failure of others to meet commitments beyond Arciform's control. Furnishing or installing of any or all materials or articles is subject to Arciform's ability to obtain the same and to procure the necessary labor, which may be contingent on strikes, accidents or other delays beyond Arciform's control. The parties have allocated their risks so that Client agrees, to the fullest extent permitted by law, to limit Arciform's and the subconsultants' liability to Client and any other persons for any and all claims, losses, costs or damages arising from this project or Arciform's and subconsultant's services to the amount of Arciform's and subconsultant's fee. Client waives and shall release and indemnify Arciform and subconsultants, for any claims in excess of the limits. This limitation on liability applies to claims under any legal theory, including without limitations negligence, professional errors and omissions, strict liability, personal injury, breach of contract, breach of warranty, negligent misrepresentation, statutory liability, or other acts giving rise to liability based upon contract, tort, or statute. Arciform and subconsultants shall not be liable for incidental or consequential damages.

Photography: Client authorizes Arciform to take photographs or other reproductions of the work performed for unlimited use on company ads, materials, website and in the press. Client's name, photograph or address will not be used without the express permission of Client. Arciform has permission, after completion of work, to enter Client's premises at a mutually agreed upon time for the purpose of taking such photographs or other reproductions. All photographs or reproductions will become the exclusive property of Arciform.

CCB: Arciform is a licensed contractor in the state of Oregon and Arciform's Construction Contractors Board number is 119917.

Approval: The signing of this Agreement and receipt of a **\$1,000.00** retainer authorizes Arciform to proceed with the project development or the signing of this Agreement and receipt of a 20% deposit based on "Work Order" authorizes Arciform to proceed with the construction portions of any work order. If this project is terminated before completion, the deposit or retainer will be applied as compensation for services rendered. Any difference between the deposit or retainer and the compensation due for services rendered will be refunded to Client or billed to Client, as appropriate.

Client's Signature _____ Date _____

Client's Signature _____ Date _____

Arciform _____ Date _____

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES/NO
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES/NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES/NO
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES/NO

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
265 Strand Street
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

City of St. Helens Planning Commission

Approved Minutes

August 11, 2020

Members Present: Chair Hubbard
Vice Chair Cary
Commissioner Cohen
Commissioner Semling
Commissioner Lawrence
Commissioner Webster
Commissioner Pugsley

Members Absent: None

Staff Present: City Planner Graichen
Associate Planner Dimsho
City Councilor Carlson
Community Development Admin Assistant Sullivan

Others: None

- 1) **7:00 p.m. Call to Order and Flag Salute**
- 2) **Consent Agenda**
2.A Planning Commission Minutes dated July 14, 2020

Motion: Upon Commissioner Webster's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved the Draft Minutes Dated July 14, 2020. [AYES: Vice Chair Cary, Commissioner Pugsley, Commissioner Cohen, Commissioner Lawrence, Commissioner Webster, Commissioner Semling; Nays: None]

- 3) **Topics from the Floor: Limited to 5 minutes per topic (not on Public Hearing Agenda)**

There were no topics from the floor.

- 4) **Public Hearings (times are earliest start time)**
4.A 7:00 p.m. Comprehensive Plan Map and Zoning District Map Change at Millard Road – City of St. Helens

Chair Hubbard opened the Public Hearing at 7:01 p.m. Commissioner Semling noted that she lives within the notice area and received a notice for this proposal, though her property does not abut the site. The remaining Commission did not feel this warranted recusal. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

City Planner Graichen entered the staff report dated July 28, 2020. This is a Comprehensive Plan Map and Zoning District Map Change. He showed the location of the property on a map and gave an idea of the area that surrounds the property. He mentioned it was a little more than 20 acres and had potential access from Chase Road and guaranteed utility access there. The property is currently vacant except for some trees and a bridge in the back. He mentioned that it was previously supposed to house a hospital but eventually fell through. Surrounding the

property is residential zoned use predominantly. He said when there are actions involving zone changes, citizen involvement should be considered. There was a Public Form in June 2018 and input from Council, the Planning Commission and Parks Commission was provided since then. He also mentioned the County Commissioners supported the re-zoning of Mixed Use. The property has been in the Urban Growth Boundary since the 1970's. It has been zoned Public Lands for a long time. He mentioned how the School District owned the property for many years. The School District used the property for wetland mitigation projects for other schools.

Graichen said the current zoning is still Public Lands and a small portion on the northern side is zoned R7. He said the area zoned R7 is encumbered with topography and wetlands. He said it is on the extreme boundary of the City, but still within the Urban Growth Boundary. He mentioned that utilities were available. He said from a park service standpoint, location is paramount. Graichen said there is a Comprehensive Plan provision that requires future parks within one-half mile of residential areas. In the Parks & Trails Master Plan, the northern two-third of the property was identified as a future park. If the park were not forecast, there would be a void in the southwest quadrant of the Urban Growth Boundary.

In Favor

No one spoke in favor.

Neutral

No one spoke as neutral testimony.

In Opposition

No one spoke in opposition. **End of Oral Testimony**

There were no requests to continue the hearing or leave the record open.

Close of Public Hearing & Record

The applicant waived the opportunity to submit final written argument after the close of the record.

Deliberations

Commissioner Cohen asked about the potential impact on transportation systems and whether it is considered when looking at zone changes. Graichen mentioned there are transportation requirements for changing zoning. He said they did look at those numbers and since the Public Lands zone allows hospitals, there is a comparable amount of traffic to Mixed Use zoning. He also mentioned the closest intersection was Millard and US Highway 30 where Oregon Department of Transportation is going to put in a traffic light, which would accommodate any transportation deficiencies caused by the zone change.

There was another small discussion about utilities and what was offered at the property site.

Motion: Upon Commissioner Cohen's motion and Commissioner Webster's second, the Planning Commission unanimously approved a recommendation to City Council for a Comprehensive Plan Map and Zoning District Map Change as written with a finding that the overall plan remain in compliance with the Parks & Trails Master Plan. [Ayes: Commissioner Semling, Commissioner Lawrence, Commissioner Webster, Commissioner Cohen, Commissioner Pugsley; Vice Chair Cary; Nays: None]

4.B 7:30 p.m. Historic Resource Review at 230 Strand Street – Columbia County

Chair Hubbard opened the Public Hearing at 8:01 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

Associate Planner Dimsho entered the staff report dated July 31, 2020. Dimsho said the County Courthouse is a locally designated landmark, so any work has a higher standard for historic preservation and public comment, which is why there is a public hearing. She mentioned because of some historic photos that were given from the County to the fabricators, they were able to better replicate the original doors. She showed previous doors that were installed in the 1980's. The doors were aluminum and had some faux windows that were not historically correct. She said the new doors that have been installed meet the criteria for historic preservation with their panel door design. The new doors also restored the original window proportionality.. She mentioned that the entry is also still recessed and would not be changed with this proposal. She said the doors were made of white oak, which is a more historic material than the 1980's aluminum doors.

In Favor

No one spoke in favor.

Neutral

No one spoke as neutral testimony.

In Opposition

No one spoke in opposition.

End of Oral Testimony

There were no requests to continue the hearing or leave the record open.

Close of Public Hearing & Record

The applicant waived the opportunity to submit final written argument after the close of the record.

Deliberations

There was a small discussion on the color and design of the doors. Commissioner Pugsley felt the County did an excellent job replicating the original doors. She wished the color was a little different, but in time, they may age appropriately.

Motion: Upon Commissioner Webster's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved the Historic Resource Review as written. [Ayes: Commissioner Semling, Commissioner Lawrence, Commissioner Cohen, Commissioner Webster, Commissioner Pugsley; Vice Chair Cary; Nays: None]

Motion: Upon Commissioner Webster's motion and Vice Chair Cary's second, the Planning Commission approved the Chair to sign the Findings & Conclusions once prepared. [Ayes: Commissioner Semling, Commissioner Lawrence, Commissioner Cohen, Commissioner Webster, Commissioner Pugsley; Vice Chair Cary; Nays: None]

5) Recommendation of proposed accessibility improvements as they relate to street standards

Graichen presented the memo from the Public Works Director. He said it was a proposal to update and improve wheelchair access ramps. He mentioned the Commission has been asked about these improvements several times for other proposals and whether they should require

Corridor Master Plan construction. He mentioned the Commission does not usually ask for newer frontage improvements when the sidewalks are intact, and the improvements are subtle.

There was a discussion about the design of the wheelchair access ramps. The Commission was okay not advancing the City's Corridor Master Plan for the wheelchair access ramps.

6) Acceptance Agenda: Planning Administrator Site Design Review

There were no comments.

7) Planning Director Decisions (previously emailed to the Commission)

- a. Partition at Brayden Street – Multitech Engineering
- b. Extension of (SUB.2.18) at West of 500 N Columbia River Hwy – KCL, Inc.
- c. Temporary Sign Permit at 2100 Block of Columbia Blvd – City of St. Helens
- d. Temporary Use Permit at 59605 Emerald Loop – Lennar Northwest

There were no comments.

8) Planning Department Activity Report

8.A Planning Department Activity Report dated July 27, 2020

There were no comments

9) For Your Information Items

Graichen mentioned the previous partition that was appealed to the Commission is now being appealed to LUBA.

Dimsho also mentioned that there would possibly be some setback variances for Emerald Meadows. She mentioned they had met the cap on the lot coverage but now were considering setback variances.

Commissioner Pugsley asked about Gracie's Antiques and if there had been any Historic reviews on the part that was missing a wall. Graichen said it was not considered a Landmark and that they could have demolished in its entirety without penalty. He said the code has a provision that says if you have an existing building that covers more than 50 percent of the lot, you are not required to add off-street parking spaces. He mentioned if they leveled the building and wanted to do something new, then they would have to provide for off-street parking. He said this rule results in some preservation motive and new development will require some review as far as the Riverfront District's Architectural Guidelines.

10) Next Regular Meeting: September 8, 2020

11) Adjournment

There being no further business before the Planning Commission, the meeting was adjourned 8:31 p.m.

Respectfully submitted,

*Christina Sullivan
Community Development Administrative Assistant*



St. Helens, OR

Expense Approval Register

Packet: APPKT00166 - AP 9.4.20

Item #6.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
Sherril, Shannon	INV0000756	08/27/2020	Sherril, Shannon	100-000-36002	49.00
CITY OF SCAPPOOSE	0004602	09/01/2020	INSPECTION SERVICES	100-711-52015	150.00
ERSKINE LAW PRECTICE LLC	09012020	09/01/2020	3/18-3/30	100-705-52019	4,141.63
TIAA COMMERCIAL FINANCE I...	7474700	09/01/2020	CONTRACT PAYMENT 414520...	100-715-52021	150.00
BEMIS	9343	09/01/2020	INSPECTION REQUEST FORMS	100-711-52004	443.50
VERIZON	AUG 2021	09/01/2020	CRYSTAL KING	100-701-52010	46.20
VERIZON	AUG 2021	09/01/2020	POLICE	100-705-52010	1,532.90
VERIZON	AUG 2021	09/01/2020	TORY SHELBY	100-708-52010	17.44
VERIZON	AUG 2021	09/01/2020	CAMERON PAGE	100-708-52010	17.44
VERIZON	AUG 2021	09/01/2020	THAD HOUCK	100-708-52010	39.43
VERIZON	AUG 2021	09/01/2020	PAUL GERDES	100-708-52010	17.44
VERIZON	AUG 2021	09/01/2020	MATT BROWN	100-709-52010	69.87
VERIZON	AUG 2021	09/01/2020	RECREATION CENTER	100-709-52010	50.47
VERIZON	AUG 2021	09/01/2020	MIKE DEROIA	100-711-52010	50.47
VERIZON	AUG 2021	09/01/2020	DARIN COX - BUILDING DEPT I...	100-711-52010	40.01
PETE LIM	INV0000758	09/01/2020	DPSST CLASS PERMIT / MILEA...	100-708-52018	229.16
DEPARTMENT OF TRANSPORT...	INV0000759	09/01/2020	PLATE CHANGE TO E POLICE D...	100-705-52001	29.50
SYMBOLARTS LLC	0356408-IN	09/02/2020	PATCH	100-705-52002	1,909.25
OREGON HUMANE SOCIETY	08272020	09/02/2020	16-CR-000366 NORMA STEVE...	100-000-21000	25.00
SHANNON SHERRIL	08272020	09/02/2020	OVERPAYMENT TRAFFIC TICKE...	100-000-36002	49.00
PERMA-BOUND	1866362-01	09/02/2020	BOOKS	100-706-52033	99.90
ORKIN	200859977	09/02/2020	265 STRAND PEST SERVICE CIT...	100-715-52019	150.00
PEAK ELECTRIC GROUP LLC	21011	09/02/2020	FANS	100-705-52019	892.50
INGRAM LIBRARY SERVICES	47645944	09/02/2020	BOOKS / AUDIO BOOKS	100-706-52033	11.65
INGRAM LIBRARY SERVICES	47645945	09/02/2020	BOOKS / AUDIO BOOKS	100-706-52033	46.42
INGRAM LIBRARY SERVICES	47645946	09/02/2020	BOOKS / AUDIO BOOKS	100-706-52033	22.74
INGRAM LIBRARY SERVICES	47645947	09/02/2020	BOOKS / AUDIO BOOKS	100-000-21300	78.68
INGRAM LIBRARY SERVICES	47645948	09/02/2020	BOOKS / AUDIO BOOKS	100-706-52033	507.80
COMMUNICATIONS NORTHW...	70036	09/02/2020	EAR TIP KIT	100-705-52005	45.43
NATIONAL TESTING NETWORK	7320	09/02/2020	ANNUAL NTN MEMBERSHIP	100-702-52011	500.00
CINTAS	8404780980	09/02/2020	CITY HALL FIRST AID CABINET ...	100-715-52019	220.43
CINTAS	8404780981	09/02/2020	PARKS FIRST AID CABINET SER...	100-708-52019	119.79
MIDWEST TAPE	99285531	09/02/2020	DVD / ABD 2000010011	100-706-52035	59.98
KRP DATA SYSTEMS	SHPD-012	09/02/2020	WEBLEDS 12 MONTH SUBSCRI...	100-705-52019	200.00
AMERICAN EXTERMINATION P...	150905	09/03/2020	SENIOR CENTER PEST CONTROL	100-715-52023	122.00
CHAVES CONSULTING INC	191480	09/03/2020	MONTHLY USER FEE PER USER...	100-702-52019	296.16
COLUMBIA COUNTY COMM. J...	20207CSH	09/03/2020	WORK CREW	100-708-52019	2,625.00
HELLER ENTERPRISES INC	30227	09/03/2020	SQUARE TUBE	100-706-52023	94.10
BEMIS	9348	09/03/2020	VEHICLE TOW REPORT	100-705-52004	134.00
NET ASSETS	95-202008	09/03/2020	ESCROW TITLE SERVICES	100-707-52019	303.00
NORTHWEST ENVIROMENTAL ...	EID66LU6	09/03/2020	BROWNSFIELDS 101 WORKSH...	100-701-52018	120.00
COLUMBIA COUNTY CLERK	INV0000761	09/03/2020	RECORDING FEE DOCUMENTS	100-710-52011	96.00
DEBBIE JACOBUS	INV0000763	09/03/2020	PARK RES REFUND	100-000-34031	25.00
RONALD CARPENTER	INV0000765	09/03/2020	RESTITUTION 19CR000242 JUS...	100-000-21000	150.00
SOLUTIONS YES	INV246398	09/03/2020	CONTRACT C10184-01 CITY HA...	100-715-52005	177.57
SOLUTIONS YES	INV247751	09/03/2020	C11379-01	100-702-52005	162.39
Fund 100 - GENERAL FUND Total:					16,318.25
Fund: 201 - VISITOR TOURISM					
TRAVEL INFORMATION COUNC...	100788	09/03/2020	NATL DOWNTOWN HISTORIC ...	201-000-52011	173.00
Fund 201 - VISITOR TOURISM Total:					173.00
Fund: 202 - COMMUNITY DEVELOPMENT					
BENHAM APPRAISAL SERVICES	20-073	09/01/2020	KELLY STREET LOT	202-721-52019	750.00
E2C	4404	09/01/2020	ADVERTISING	202-725-52011	1,948.39

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
E2C	4404	09/01/2020	STAFF ST. HELENS	202-725-52019	1,324.63
E2C	4404	09/01/2020	PROPS	202-725-52028	3,892.56
E2C	4404	09/01/2020	ENTERTAINMENT ST. HELENS	202-725-52028	6,358.64
E2C	4404	09/01/2020	EQUIPMENT	202-725-52028	291.88
E2C	4405	09/01/2020	MONTHLY MARKETING TINA ...	202-725-52019	10,000.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					24,566.10
Fund: 203 - COMMUNITY ENHANCEMENT					
E2C	4404	09/01/2020	COVID 19 RELATED / CLEANING	203-701-52028	8,399.23
COMMUNITY ACTION TEAM	INV0000764	09/03/2020	CAT LOAN PAYMENT	203-717-33005	8,825.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					17,224.23
Fund: 205 - STREETS					
DAVID EVANS AND ASSOCIATE...	471838	09/03/2020	N VERNONIA RD SIDEWALKS S...	205-000-53019	267.76
DAVID EVANS AND ASSOCIATE...	471914	09/03/2020	COLUMBIA BLVD. SIDEWALK R...	205-000-53002	1,568.98
Fund 205 - STREETS Total:					1,836.74
Fund: 207 - CONSTRUCTION BONDS					
WAYNE WEIGANDT	INV0000762	09/03/2020	RELEASE BOND FUNDS SIDEW...	207-000-52028	65,769.00
Fund 207 - CONSTRUCTION BONDS Total:					65,769.00
Fund: 301 - STREETS SDC					
DAVID EVANS AND ASSOCIATE...	471914	09/03/2020	COLUMBIA BLVD. SIDEWALK R...	301-000-53001	1,568.99
Fund 301 - STREETS SDC Total:					1,568.99
Fund: 601 - WATER					
VERIZON	AUG 2021	09/01/2020	SUE NELSON	601-731-52010	40.01
VERIZON	AUG 2021	09/01/2020	SUE NELSON	601-731-52010	27.66
VERIZON	AUG 2021	09/01/2020	WFP 1	601-732-52010	40.01
VERIZON	AUG 2021	09/01/2020	GUY DAVIS	601-732-52010	17.48
VERIZON	AUG 2021	09/01/2020	HOWIE BURTON	601-732-52010	36.20
VERIZON	AUG 2021	09/01/2020	WFP 2	601-732-52010	40.01
WATER WAGON	INV0000766	09/03/2020	HYDRANT METER RENTAL REF...	601-000-37004	144.30
Fund 601 - WATER Total:					345.67
Fund: 603 - SEWER					
VERIZON	AUG 2021	09/01/2020	AARON KUNDERS	603-736-52010	12.06
VERIZON	AUG 2021	09/01/2020	STEWART HARTLEY	603-736-52010	12.06
VERIZON	AUG 2021	09/01/2020	SAM ORTIZ	603-736-52010	16.82
VERIZON	AUG 2021	09/01/2020	AARON KUNDERS	603-737-52010	12.06
VERIZON	AUG 2021	09/01/2020	STEWART HARTLEY	603-737-52010	12.07
VERIZON	AUG 2021	09/01/2020	SAM ORTIZ	603-737-52010	16.83
VERIZON	AUG 2021	09/01/2020	STEWART HARTLEY	603-738-52010	12.07
VERIZON	AUG 2021	09/01/2020	AARON KUNDERS	603-738-52010	12.08
VERIZON	AUG 2021	09/01/2020	SAM ORTIZ	603-738-52010	16.82
EUROFINS TESTAMEERICA ASL	78000001088	09/02/2020	TESTING	603-737-52064	1,357.50
JWC ENVIRONMENTAL INC	103171	09/03/2020	BEARING BALL	603-736-52001	637.18
BLACK ROCK UNDERGROUND ...	3	09/03/2020	2020 SANITARY SWR REHAB P...	603-000-53010	9,957.92
Fund 603 - SEWER Total:					12,075.47
Fund: 605 - STORM					
EAGLE STAR ROCK PRODUCTS ...	38362	09/03/2020	ROCK 9TH ST STORM	605-000-52001	406.14
Fund 605 - STORM Total:					406.14
Fund: 701 - EQUIPMENT					
VERIZON	AUG 2021	09/01/2020	BRETT LONG	701-000-52010	50.47
Fund 701 - EQUIPMENT Total:					50.47
Fund: 702 - INFORMATION SYSTEMS					
MORE POWER TECHNOLOGY ...	10719	08/31/2020	PROGRESS SOFTWARE OEDK	702-000-52019	3,840.00
INFLOW COMMUNICATIONS I...	15600	09/01/2020	PARTNER SUPPORT 5 YEAR NO...	702-000-52010	2,798.00
CENTURY LINK BUSINESS SERV...	141022924	09/03/2020	ACCT 88035002	702-000-52010	249.37
QWEST DBA CENTURYLINK AC...	3263X204S20224	09/03/2020	5163X20453	702-000-52010	328.88
Fund 702 - INFORMATION SYSTEMS Total:					7,216.25
Fund: 703 - PW OPERATIONS					
VERIZON	AUG 2021	09/01/2020	CURT LEMONT	703-733-52010	17.44

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON	AUG 2021	09/01/2020	SUE NELSON	703-733-52010	40.01
VERIZON	AUG 2021	09/01/2020	TIM UNDERWOOD	703-733-52010	50.47
VERIZON	AUG 2021	09/01/2020	SHARON DARROUX	703-733-52010	57.44
VERIZON	AUG 2021	09/01/2020	SCOTT WILLIAMS	703-734-52010	50.47
VERIZON	AUG 2021	09/01/2020	WATER TRUCK	703-734-52010	50.47
VERIZON	AUG 2021	09/01/2020	ETHAN STERLING	703-734-52010	51.23
VERIZON	AUG 2021	09/01/2020	SUE NELSON	703-734-52010	50.47
VERIZON	AUG 2021	09/01/2020	DAVE ELDER	703-734-52010	50.47
CINTAS	8404780979	09/02/2020	FIRST AID CABINET SERVICE	703-734-52019	178.95
SUNSET EQUIPMENT	75035	09/03/2020	KILLZALL	703-734-52001	69.99
SCAPPOOSE CHIROPRACTIC PC	INV0000767	09/03/2020	CDL PHYSICALS	703-734-52019	125.00
SCAPPOOSE SAND AND GRAVE...	T47028	09/03/2020	BASALT BY THE TON	703-734-52001	400.89
Fund 703 - PW OPERATIONS Total:					1,193.30
Fund: 704 - FACILITY MAJOR MAINTNANCE					
SCAPPOOSE SAND AND GRAVE...	47261	09/03/2020	DUMP FEES TENNIS COURT	704-000-53027	261.04
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					261.04
Grand Total:					149,004.65

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	16,318.25
201 - VISITOR TOURISM	173.00
202 - COMMUNITY DEVELOPMENT	24,566.10
203 - COMMUNITY ENHANCEMENT	17,224.23
205 - STREETS	1,836.74
207 - CONSTRUCTION BONDS	65,769.00
301 - STREETS SDC	1,568.99
601 - WATER	345.67
603 - SEWER	12,075.47
605 - STORM	406.14
701 - EQUIPMENT	50.47
702 - INFORMATION SYSTEMS	7,216.25
703 - PW OPERATIONS	1,193.30
704 - FACILITY MAJOR MAINTNANCE	261.04
Grand Total:	149,004.65

Account Summary

Account Number	Account Name	Expense Amount
100-000-21000	Court Restitution Paymen...	175.00
100-000-21300	Library Replacement Fines	78.68
100-000-34031	Recreation Revenue	25.00
100-000-36002	Fines - Court	98.00
100-701-52010	Telephone	46.20
100-701-52018	Professional Development	120.00
100-702-52005	Small Equipment	162.39
100-702-52011	Public Information	500.00
100-702-52019	Professional Services	296.16
100-705-52001	Operating Supplies	29.50
100-705-52002	Personnel Uniforms Equi...	1,909.25
100-705-52004	Office Supplies	134.00
100-705-52005	Small Equipment	45.43
100-705-52010	Telephone	1,532.90
100-705-52019	Professional Services	5,234.13
100-706-52023	Facility Maintenance	94.10
100-706-52033	Printed Materials	688.51
100-706-52035	Audio Materials	59.98
100-707-52019	Professional Services	303.00
100-708-52010	Telephone	91.75
100-708-52018	Professional Development	229.16
100-708-52019	Professional Services	2,744.79
100-709-52010	Telephone	120.34
100-710-52011	Public Information	96.00
100-711-52004	Office Supplies	443.50
100-711-52010	Telephone	90.48
100-711-52015	Intergovernmental Servic...	150.00
100-715-52005	Small Equipment	177.57
100-715-52019	Professional Services	370.43
100-715-52021	Equipment Maintenance	150.00
100-715-52023	Facility Maintenance	122.00
201-000-52011	Public Information	173.00
202-721-52019	Professional Services	750.00
202-725-52011	Public Information	1,948.39
202-725-52019	Professional Services	11,324.63
202-725-52028	Projects & Programs	10,543.08
203-701-52028	Projects & Programs	8,399.23
203-717-33005	Grants	8,825.00
205-000-53002	Safe Routes to School	1,568.98
205-000-53019	North Vernonia Improve...	267.76
207-000-52028	Projects and Programs	65,769.00

Account Summary

Account Number	Account Name	Expense Amount
301-000-53001	Capital Outlay	1,568.99
601-000-37004	Miscellaneous - General	144.30
601-731-52010	Telephone	67.67
601-732-52010	Telephone	133.70
603-000-53010	Sewer Main Replacement	9,957.92
603-736-52001	Operating Supplies	637.18
603-736-52010	Telephone	40.94
603-737-52010	Telephone	40.96
603-737-52064	Lab Testing	1,357.50
603-738-52010	Telephone	40.97
605-000-52001	Operating Supplies	406.14
701-000-52010	Telephone	50.47
702-000-52010	Telephone	3,376.25
702-000-52019	Professional Services	3,840.00
703-733-52010	Telephone	165.36
703-734-52001	Operating Supplies	470.88
703-734-52010	Telephone	253.11
703-734-52019	Professional Services	303.95
704-000-53027	Capital Outlay - Campbell ...	261.04
Grand Total:		149,004.65

Project Account Summary

Project Account Key	Expense Amount
None	149,004.65
Grand Total:	149,004.65



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
TIMMI S HALD	07162020	09/10/2020	ADMIN ASSISTANCE IN POLICE...	100-705-52019	912.00
STAPLES BUSINESS CREDIT	1630525995	09/10/2020	OFFICE SUPPLIES	100-705-52004	36.58
STAPLES BUSINESS CREDIT	1630525995	09/10/2020	OFFICE SUPPLIES	100-705-52004	28.49
STAPLES BUSINESS CREDIT	1630525995	09/10/2020	OFFICE SUPPLIES	100-707-52004	4.87
STAPLES BUSINESS CREDIT	1630525995	09/10/2020	OFFICE SUPPLIES	100-715-52004	208.19
STAPLES BUSINESS CREDIT	1630525995	09/10/2020	OFFICE SUPPLIES	100-715-52004	9.48
BEAVER BARK	209515	09/10/2020	FIR BARK	100-708-52001	84.00
BEAVER BARK	209555	09/10/2020	FIR BARK	100-708-52001	140.00
U.S BANK EQUIPMENT FINANCE	4228933362	09/10/2020	CONTRACT PAYMENT 500052...	100-707-52005	99.00
INGRAM LIBRARY SERVICES	47995710	09/10/2020	BOOKS / AUDIO BOOKS	100-000-21300	12.36
INGRAM LIBRARY SERVICES	47995711	09/10/2020	BOOKS / AUDIO BOOKS	100-706-52033	67.77
INGRAM LIBRARY SERVICES	48012049	09/10/2020	BOOKS / AUDIO BOOKS	100-706-52033	39.50
INGRAM LIBRARY SERVICES	48012050	09/10/2020	BOOKS / AUDIO BOOKS	100-706-52033	29.55
INGRAM LIBRARY SERVICES	48012051	09/10/2020	BOOKS / AUDIO BOOKS	100-706-52035	263.09
INGRAM LIBRARY SERVICES	48085965	09/10/2020	BOOKS / AUDIO BOOKS	100-706-52033	17.75
INGRAM LIBRARY SERVICES	48085966	09/10/2020	BOOKS / AUDIO BOOKS	100-000-21300	19.65
INGRAM LIBRARY SERVICES	48085967	09/10/2020	BOOKS / AUDIO BOOKS	100-706-52033	72.07
INGRAM LIBRARY SERVICES	48085968	09/10/2020	BOOKS / AUDIO BOOKS	100-000-21300	97.97
INGRAM LIBRARY SERVICES	48085969	09/10/2020	BOOKS / AUDIO BOOKS	100-000-21300	485.53
INGRAM LIBRARY SERVICES	48085970	09/10/2020	BOOKS / AUDIO BOOKS	100-706-52033	440.67
DON'S RENTAL	545073	09/10/2020	CHIPPER	100-708-52001	140.00
LEAGUE OF OREGON CITIES	8378	09/10/2020	JOB POSTING	100-702-52011	20.00
LEAGUE OF OREGON CITIES	8379	09/10/2020	JOB POSTING	100-702-52011	20.00
ENTERPRISE FM TRUST	FBN4019404	09/10/2020	LEASE FOR RANGER BUILDING...	100-711-52026	522.55
ENTERPRISE FM TRUST	FBN4040238	09/10/2020	LEASE FOR RANGER BUILDING...	100-711-52026	522.55
ST. HELENS ASSETS LLC	INV0000769	09/10/2020	PUBLIC REC REQUEST OVERPA...	100-000-37004	14.12
KRP DATA SYSTEMS	SHPD-013	09/10/2020	WEBLEDS	100-705-52001	80.00
WEX BANK	67088508	09/08/2020	FUEL PURCHASES	100-705-52022	3,522.54
SHRED-IT C/O STERICYCLE INC	8180386253	09/08/2020	CITY HALL SHRED SERVICE	100-715-52019	85.68
ST. HELENS SCAPPOOSE SEPTIC..	9636	09/08/2020	PUMP SEPTIC MCCORMICK PA...	100-708-52019	525.00
NORTHWEST LEADERSHIP SEM...	INV0000768	09/08/2020	JOSE REGISTRATION 2021 SEM...	100-705-52018	350.00
INGRAM LIBRARY SERVICES	47995712	09/09/2020	BOOKS / AUDIO BOOKS	100-706-52034	201.43
TROTTER & MORTON FACILITY ..	77348	09/09/2020	C10000 MAINTENANCE AGRE...	100-715-52023	437.25
TROTTER & MORTON FACILITY ..	77357	09/09/2020	C10630 MAINTENANCE AGRE...	100-715-52023	1,587.25
MIDWEST TAPE	99316601	09/09/2020	DVD / ABD 2000010011	100-706-52034	172.15
Fund 100 - GENERAL FUND Total:					11,269.04
Fund: 201 - VISITOR TOURISM					
CITY OF ST. HELENS	08152020	09/08/2020	01-00178-001 MASONIC BUILD..	201-000-52003	42.83
Fund 201 - VISITOR TOURISM Total:					42.83
Fund: 202 - COMMUNITY DEVELOPMENT					
ELAINE HOWARD CONSULTING..	1	09/10/2020	URBAN RENEWAL CONSULTING	202-721-52051	12,289.50
MASONIC BUILDING LLC	09012020	09/08/2020	LEASE PAYMENT SEPT	202-725-52028	3,000.00
TIBERLUS SOLUTIONS LLC	1514	09/09/2020	URBAN RENEWAL CONSULTA...	202-721-52051	320.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					15,609.50
Fund: 601 - WATER					
CITY OF COLUMBIA CITY	08262020	09/08/2020	001754-001	601-732-52003	82.46
HACH	12103013	09/08/2020	REAGENT SET CHLORINE FREE ...	601-731-52001	74.56
HACH	12103013	09/08/2020	REAGENT SET CHLORINE FREE ...	601-732-52023	138.47
Fund 601 - WATER Total:					295.49
Fund: 603 - SEWER					
COLUMBIA RIVER PUD	08262020	09/08/2020	38633 594 S 9 ST POWER	603-737-52003	6,119.91
ALLSTREAM	17019832	09/08/2020	ALLSTREAM PHONE ACCT 754...	603-736-52010	25.09

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALLSTREAM	17019832	09/08/2020	ALLSTREAM PHONE ACCT 754...	603-737-52010	25.09
PEAK ELECTRIC GROUP LLC	20968	09/08/2020	PUMP STATION DIAGNOSTIC	603-737-52001	582.50
PEAK ELECTRIC GROUP LLC	20968	09/08/2020	PUMP STATION DIAGNOSTIC	603-738-52001	582.50
TROTTER & MORTON FACILITY ..	77439	09/09/2020	C10855 MAINTENANCE AGRE...	603-736-52023	274.87
TROTTER & MORTON FACILITY ..	77439	09/09/2020	C10855 MAINTENANCE AGRE...	603-737-52023	274.88
Fund 603 - SEWER Total:					7,884.84
Fund: 701 - EQUIPMENT					
STARK STREET LAWN AND GA...	794516	09/10/2020	MOWER KAWI MYRIDE	701-000-53001	13,621.99
SUNSET AUTO PARTS INC - NA...	08312020	09/08/2020	AUTO PARTS ACCT 6355	701-000-52001	83.02
Fund 701 - EQUIPMENT Total:					13,705.01
Fund: 702 - INFORMATION SYSTEMS					
COMCAST	08212020	09/08/2020	COMCAST CABLE 8778108990...	702-000-52003	1,054.25
COMCAST	08252020	09/08/2020	COMCAST CABLE 8778102010...	702-000-52003	108.35
ALLSTREAM	17019832	09/08/2020	ALLSTREAM PHONE ACCT 754...	702-000-52010	50.18
CENTERLOGIC INC	61542	09/08/2020	AGREEMENT OFFICE 365	702-000-52006	750.00
Fund 702 - INFORMATION SYSTEMS Total:					1,962.78
Fund: 703 - PW OPERATIONS					
RYAN POWERS- AP	09032020	09/10/2020	CDL DRIVING TEST REIMB.	703-734-52018	170.00
DON'S RENTAL	542850	09/10/2020	PROPANE	703-734-52001	18.17
DON'S RENTAL	545423	09/10/2020	CORE DRILL BIT	703-734-52001	25.50
SOLUTIONS YES	INV246133	09/10/2020	PRINT FEES C11460-01	703-733-52005	59.66
Fund 703 - PW OPERATIONS Total:					273.33
Grand Total:					51,042.82

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	11,269.04
201 - VISITOR TOURISM	42.83
202 - COMMUNITY DEVELOPMENT	15,609.50
601 - WATER	295.49
603 - SEWER	7,884.84
701 - EQUIPMENT	13,705.01
702 - INFORMATION SYSTEMS	1,962.78
703 - PW OPERATIONS	273.33
Grand Total:	51,042.82

Account Summary

Account Number	Account Name	Expense Amount
100-000-21300	Library Replacement Fines	615.51
100-000-37004	Miscellaneous - General	14.12
100-702-52011	Public Information	40.00
100-705-52001	Operating Supplies	80.00
100-705-52004	Office Supplies	65.07
100-705-52018	Professional Development	350.00
100-705-52019	Professional Services	912.00
100-705-52022	Fuel / Oil	3,522.54
100-706-52033	Printed Materials	667.31
100-706-52034	Visual Materials	373.58
100-706-52035	Audio Materials	263.09
100-707-52004	Office Supplies	4.87
100-707-52005	Small Equipment	99.00
100-708-52001	Operating Supplies	364.00
100-708-52019	Professional Services	525.00
100-711-52026	Equipment Fund Charges	1,045.10
100-715-52004	Office Supplies	217.67
100-715-52019	Professional Services	85.68
100-715-52023	Facility Maintenance	2,024.50
201-000-52003	Utilities	42.83
202-721-52051	Urban Renewal	12,609.50
202-725-52028	Projects & Programs	3,000.00
601-731-52001	Operating Supplies	74.56
601-732-52003	Utilities	82.46
601-732-52023	Facility Maintenance	138.47
603-736-52010	Telephone	25.09
603-736-52023	Facility Maintenance	274.87
603-737-52001	Operating Supplies	582.50
603-737-52003	Utilities	6,119.91
603-737-52010	Telephone	25.09
603-737-52023	Facility Maintenance	274.88
603-738-52001	Operating Supplies	582.50
701-000-52001	Operating Supplies	83.02
701-000-53001	Capital Outlay	13,621.99
702-000-52003	Utilities	1,162.60
702-000-52006	Computer Maintenance	750.00
702-000-52010	Telephone	50.18
703-733-52005	Small Equipment	59.66
703-734-52001	Operating Supplies	43.67
703-734-52018	Professional Development	170.00
Grand Total:		51,042.82

Project Account Summary

Project Account Key	Expense Amount
None	51,042.82
Grand Total:	51,042.82