



COUNCIL WORK SESSION

Wednesday, November 02, 2022 at 2:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Doug Morten
Councilor Patrick Birkle
Councilor Stephen R. Topaz
Councilor Jessica Chilton

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

AGENDA

CALL WORK SESSION TO ORDER

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

DISCUSSION TOPICS - *The Council will take a break around 4:00 p.m.*

1. 2:05PM - Employee Length of Service Recognition - *Scott Williams for 15 Years*
2. 2:10PM - Police Department Semi-Annual Report - *Brian Greenway, Police Chief*
3. 2:45PM - Relocate to S. 1st & St. Helens Street for 3:00 p.m. Streets and Utilities Extension Project Groundbreaking Ceremony
4. 3:45PM - Discussion regarding Safety During Large Community Events - *Councilor Birkle*
5. 4:00PM - Discussion of Joint City Council and Planning Commission Meetings - *Jacob*
6. 4:10PM - Review of Chase Road Easement Agreement Modification - *Jacob*
7. 4:20PM - Discussion regarding Adopting Uses of Opioid Settlement Funds - *John*
8. 4:30PM - Councilor Topaz Central Waterfront Discussion
9. 4:45PM - Report from City Administrator John Walsh

ADJOURN

EXECUTIVE SESSION

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

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

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

FOR YOUR INFORMATION*Upcoming Dates to Remember:*

- November 2, 2:00PM, Council Work Session, Council Chambers/Zoom
- November 2, 7:00PM, Council Regular Session, Council Chambers/Zoom
- November 8, 7:00PM, Planning Commission, Council Chambers/Zoom
- November 11, VETERANS DAY - City Offices Closed
- November 14, 7:15PM, Library Board, Zoom

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

- None scheduled at this time.

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/82781048705?pwd=ZTRKMHFMNFBNRjhCL1NuWURiQU9Edz09>

Meeting ID: 827 8104 8705

Passcode: 243850

Dial: 253-215-8782

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

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

LENGTH OF SERVICE RECOGNITION



To: Mayor and City Council

From: Kathy Payne, Human Resources Coordinator/City Recorder

Date: November 2, 2022

I am happy to announce that we have one employee who has reached a milestone in their employment with the City of St. Helens. The following individual will be recognized at the November 2 Council Work Session.

15 Years

Scott Williams began working for the City as a Patrol Officer. Then in 2007, he became one of our Code Enforcement Officers. In May 2009, he took a term-limited position as a Utility Worker I working on the City's Inflow & Infiltration project. He was hired permanently as a Utility Worker I in February of 2010 and moved up to Utility Worker II in May 2014. In July 2019, he was promoted to Collections System Operator where he currently works on many projects around the City.

Congratulations, Scott, and **thank you** for your service!



St. Helens Police Department Semi- Annual Report

November 2022



Public Safety

Our Mission

The mission of the St. Helens Police Department is to work with all citizens to make our city a place where people live safely and to promote individual responsibility and community commitment.

Our Values

Professionalism: Through strong leadership and continuous training we will strive to serve as role models for the community.

Integrity: Our actions will demonstrate the highest ethical standards, and we will accept full responsibility for our actions.



GOAL #1: FOSTER AN EFFECTIVE AND EFFICIENT ORGANIZATIONAL STRUCTURE THAT RESPONDS TO COMMUNITY NEEDS.



GOAL #3: CONTINUE TO SUPPORT AND ENHANCE A PHYSICAL ENVIRONMENT THAT PROMOTES LIVABILITY AND SAFETY FOR THE COMMUNITY.



GOAL #5: REVIEW, SUPPORT AND IMPLEMENT LONG-TERM PLANS THAT IDENTIFY THE COMMUNITY'S PREFERRED VISION AND SUSTAINABLE REVENUES.





Police Personnel

- 18 Sworn Officers
 - 1 Police Chief
 - 1 Lieutenant
 - 4 Sergeants
 - 1 Corporal
 - 1 Detective
 - 10 Patrol Officers
- 3 Non-Sworn Personnel
 - 1 Code Enforcement Officer
 - 2 Police Support Specialists
- Authorized 22 sworn
- Currently 4 vacancies





DUII Arrest

2022 year to Date DUII Arrest

2021 January - November DUII Arrests: 43

2022 January – November DUII Arrest: 88

An 104% increase. Why?

- Proactive Policing
- Training by Officer McClure.



DUII Arrest

In December 2021, St. Helens Officer McKenzie McClure successfully completed a DWI (Driving While Impaired) Detection and Standardized Field Sobriety Testing (SFST) Instructor Development Course to become a certified instructor for the St. Helens Police Department.

Officer McClure provides instruction to St. Helens officers and CC LE Agencies in required DWI detection and proper SFST training and recertification

- Every DUII driver removed from our roadways is a life saved!



Detectives

2022 YTD Detective Investigations Data

- In 2021, the St. Helens Police Department Investigations Unit has completed a total of **522 reports**.
- To date in 2022, the St. Helens Police Department Investigations Unit has completed a total of **659 reports**.
- The industry standard for case load per detective is 8. SHPD detectives are assigned **60 cases per month**, in 2021 they averaged **30 cases per month**.



Detectives

2022 Detective Investigations Data

- 19 Child Abuse Cases that are mandated to be investigated
- 7 Elder Abuse/Exploitation Cases that are mandated to be investigated
- 7 SHSD Threat Assessments



Detectives

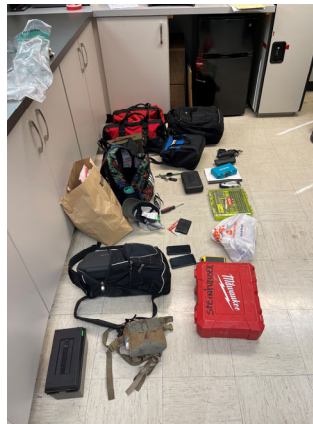
- In 2021, detectives authored 38 search warrants
- To date, detectives has authored 48 search warrants



K-9 Notable Events

St. Helens Officers were dispatched to the report of a suspicious person in the area of Summit View Drive who had broken into multiple vehicles and fled into a nearby wooded area. Personal items were stolen from vehicles, including a handgun.

The St. Helens Police Department set up a perimeter and conducted a track in the woods. After deploying St. Helens K-9 Ryder, the suspect emerged from the woods and was taken into custody without incident. The stolen handgun and other items were recovered on scene.





K-9 Notable Events

St. Helens Officers were dispatched to the St. Helens Walmart at 2295 Gable Road on the report of a theft in progress. Reports alleged that the suspect swung a knife at a customer while fleeing store employees at the location. Witnesses reported seeing the suspect leave the scene in a stolen vehicle prior to officers' arrival.

After being spotted by officers, the suspect fled on foot. K-9 Ryder conducted a track, and Costello was located hiding in blackberry bushes.



Patrol Notable Events

St. Helens officers responded to the report of a fire at the St. Helens Place Apartments at 700 Matzen Street, K Building, St. Helens, Oregon. Police were first to arrive on scene and found a fire contained to a second- and third-floor patio.

Officers immediately began evacuating residents from the building while additional officers arrived on scene with fire extinguishers and began fire suppression efforts. After officers evacuated the building, they began working together to continue fire suppression efforts until the fire appeared to be out.

Columbia River Fire and Rescue arrived on scene and conducted a building inspection to ensure the fire was fully suppressed and had not reached the building's attic



Patrol Notable Events

On Wednesday, October 5, 2022, at approximately 12:38 a.m., St. Helens officers responded to a fire assist call at 36050 Pittsburg Road. Three St. Helens officers were the first to arrive on scene where they found a building that was visibly on fire.

The officers quickly began assisting residents out of the building and worked to start clearing rooms as fire and other emergency service crews arrived to take charge of the scene.



Patrol Notable Events

St. Helens Officers responded to a man threatening to shoot a resident in his driveway while pointing the below gun at the victim. Upon officer arrival, the suspect was taken into custody. Officers found a fixed blade knife and brass knuckles on Stratton's person. The gun that Stratton was carrying was later identified by police as a paintball pistol manufactured to resemble a revolver.





Detective Notable Events

On Thursday, September 29, 2022, St. Helens officers arrested Billy Gene Fabiano, 51, of Oregon City on charges related to a sexual assault investigation that was reported to the St. Helens Police Department.

St. Helens officers received information alleging that Fabiano had sexual contact with an underage victim. After St. Helens officers investigated the claim and presented evidence to a Columbia County Grand Jury, Fabiano was indicted on September 29 and taken into custody.

St. Helens officers lodged Fabiano at Columbia County Jail on 17 counts of Rape in the Third Degree, 17 counts of Sodomy in the Third Degree, Unlawful Delivery of a Schedule I Controlled Substance to a Minor and Furnishing Alcohol to a Minor. Fabiano's bail is set at \$2 million.

Kevin Collins investigation.

On January 21, 2022, Kevin Collins was sentenced to nearly 17 years in prison related to Child Pornography. This investigation began in 2020 when the St. Helens Police Department was alerted by the Oregon Department of Justice, that an unknown subject was manufacturing and distributing child pornography. Mr. Collins was identified as a suspect, and a Search Warrant was executed on his residence where electronics and computers were seized. Between 500,000 and 1,000,000 images and videos of child pornography were located and seized.



Detective Notable Events



Detecive Notable Events

Cory Mazzella investigation.

Detectives assisted Patrol Officers with the recovery of six stolen vehicles and approximately \$100,000 of stolen property from a residence in St. Helens. In January of 2022, Patrol staff located a stolen vehicle at Mazzella's residence. Detectives completed a Search Warrant for the residence and 5 additional stolen vehicles were located along with stolen property, which included a \$100,000 piece of construction equipment that was stolen from a Washington County business.



Community Partnerships

- CCMH Crisis Stabilization Center
- St. Helens School District
- Training other CC LE Agencies

Jacob Graichen

To: Lisa Scholl; Kathy Payne
Cc: Patrick Birkle
Subject: RE: Council Packet Deadline - planning item 2

We need to put determination of 2022 joint City Council/Planning Commission meeting on the next agenda. WS item I suppose.

At our last Planning Commission meeting the Commission and Councilor Birkle talked about:

Tues Dec 13 before the Commission's meeting (approx. 4pm) or
Weds Dec 14 (approx. 4pm)

Jacob A. Graichen, AICP, City Planner

City of St. Helens

jgraichen@sthelensoregon.gov

(503) 397-6272



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: City Council
 FROM: Jacob A. Graichen, AICP, City Planner
 RE: Easement agreement for Chase Road access for the City's Millard Road Property
 DATE: April, 27, 2020

Instrument No. 2009-2856 (**2009 Easement Agreement**) includes utility and access easements for the benefit of the city for the Millard Road property via Chase Road. The grantor at the time was James and Pam Rensch, and Vera Fix. Today, Pam Rensch has the successor authority for all grantors. Hereinafter, she is referred to as "grantor."

Section 4.a of the **2009 Easement Agreement** states that if the city does not "develop" the city property (remember the City owned the north two-thirds of the Millard Road property at the time, but now owns all of it) within 11 years of the effective date of the easement agreement that the grantors can terminate the access easement. Note that this does not impact the utility easement.

The effective date of the **2009 Easement Agreement** was March 20, 2009, with the 11 year "expiration" March 20, 2020.

The grantor and city modified the original **2009 Easement Agreement** in 2020 (Instrument No. 2020-4379) to extend the "expiration" period to March 31, 2022. This is the **2020 Modification**.

Staff has been discussing a **2022 Modification** with the grantor off and on for the last several months to extend the "expiration" date two more years from the current "expiration" date, to extend through March 2024.

The **2022 Modification** has been signed by the grantor. Next step is for the Mayor to sign and then the city can record the document on the County deed records.

****Please authorize the Mayor's signature of 2022 Modification at the regular session.****



The end of Chase Road, looking east in 2020 through the access easement area to the Millard Road property in the background.

The light-colored road improvements are within the easement area and was installed sometime in the second half of 2019 as part of private residential development.

Attached:

- Aerial photo showing easement area in general (memo exhibit used in 2020)
- **2020 Modification**

****Note: the 2022 Modification for Mayor's signature is in the regular session packet****



AFTER RECORDING RETURN TO:

Jordan Ramis PC
Two Centerpointe Dr Ste 600
Lake Oswego OR 97035
(49698-36716)

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

COLUMBIA COUNTY, OREGON 2020-004379
DEED-EAS
Cnt=1 Pgs=21 HUSERB 05/19/2020 10:12:38 AM
\$105.00 \$11.00 \$60.00 \$5.00 \$10.00 = \$191.00



00271509202000043790210217
I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon
certify that the instrument identified herein was recorded in the Clerk
records.

Elizabeth E. Huser - County Clerk

This space is reserved for recorder's use.

ACCESS AND UTILITY EASEMENT MODIFICATION

BETWEEN: Pamela Rensch ("Rensch")
and: City of St. Helens, ("City")
an Oregon municipal corporation
DATED: March 31, 2020 ("Effective Date")

RECITALS

- A. Rensch owns certain real property located in Columbia County, Oregon, described in Exhibit A attached hereto (the "Rensch Property West"). The Rensch Property is improved property consisting of a detached single-family dwelling.
- B. Rensch also owns certain real property located in Columbia County, Oregon, described in Exhibit B attached hereto (the "Rensch Property East"). The Rensch Property is currently unimproved but may be developed in the future.
- C. City owns certain real property, located adjacent and to the east of the Rensch Property East, described in Exhibit C attached hereto (the "City Property"). The City Property is currently unimproved but may be developed in the future.
- D. The Rensch Property East, the Rensch Property West, and the City Property may be referred to herein, collectively or individually, as the "Properties" or the "Property".
- E. Rensch and City may each be referred to herein as a "Party", or collectively as the "Parties".

F. Rensch and the City, along with Vera Fix ("Fix"), previously entered into an Access and Utility Easement (the "2009 Easement Agreement") dated March 20, 2009 and recorded on March 20, 2009, Document Number 2009-2856, Columbia County, Oregon, granting various access and utility easements across their respective properties for the benefit of one or more other Parties.

G. The parcel owned by Fix as referenced in the 2009 Easement Agreement was subsequently conveyed to Pamela Rensch, as evidenced by that certain Bargain and Sale Deed dated April 20, 2018 and recorded on April 20, 2018, Document Number 2018-3239, Columbia County, Oregon. This parcel is the same parcel referred to above as Rensch Property East.

H. The parcel owned by Pamela Rensch as referenced in the 2009 Easement Agreement was subsequently conveyed, in part, to Norberto Perez and Jennifer Perez, as evidenced by that certain Warranty Deed dated December 28, 2015 and recorded December 30, 2015, Document Number 2015-10701, Columbia County, Oregon. The parcel retained by Rensch is the parcel referred to above as Rensch Property West.

I. The Private Access Easements granted by Rensch to Fix and the City and by Fix to the City for a fifty foot (50') wide perpetual, nonexclusive easement over, under and across the Rensch Property and the Fix Property, respectively, were conditioned on the City's development of the City Property and could be terminated by Rensch or Fix if the City did not develop the City Property within eleven (11) years after the Effective Date of the Easement Agreement.

J. The Parties desire to maintain the perpetual, nonexclusive access easements previously granted to the City and to extend the Development Contingency provision set forth within Section 4(a) of the Easement Agreement for a period of two (2) years from the Effective Date.

AGREEMENT

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

1. Grant of Easements over Rensch Property West.

(a) Public Utilities. Rensch hereby grants to City, for the use and benefit of the public, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across that portion of the Rensch Property West described and shown in Exhibit D attached hereto (the "Rensch West Easement Area") for underground utilities. This easement is granted subject to all existing encumbrances of record.

(b) Private Access. Rensch hereby grants to City, and its successors and assigns, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across the Rensch West Easement Area for the purposes of (i) vehicular and pedestrian access to

the City Property, and (ii) the exercise of self-help rights as set forth in Section 7(d) below. This easement is granted subject to all existing encumbrances of record.

2. Grant of Easements over Rensch Property East.

(a) Public Utilities. Rensch hereby grants to City, for the use and benefit of the public, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across that portion of the Rensch Property East shown in Exhibit E attached hereto (the "Rensch East Easement Area") for underground utilities. This easement is granted subject to all existing encumbrances of record.

(b) Private Access. Rensch hereby grants to City, and its successors and assigns, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across the Rensch East Easement Area for the purposes of (i) public vehicular and pedestrian access to the City Property, and (ii) the exercise of self-help rights as set forth in Section 7(d) below. This easement is granted subject to all existing encumbrances of record.

3. Grant of Easements over City Property. City hereby grants to the public a ten foot (10')-wide perpetual, nonexclusive easement over, under and across that portion of the City Property described and shown in Exhibit F attached hereto (the "City Easement Area"), for the purpose of installing, operating and maintaining public utility facilities. This easement is granted subject to all existing encumbrances of record. The Rensch West Easement Area, the Rensch East Easement Area, and the City Easement Area may be referred to herein collectively as the "Easement Areas".

4. Development Contingency.

(a) Private Access Easements. If City does not Develop (as hereinafter defined) the City Property within two (2) years after the Effective Date, Rensch may terminate all private access easements granted to City in this Agreement by sending a written request for termination to all other Parties. Within thirty (30) days following receipt of such request, all Parties shall execute and record in the official records of Columbia County, Oregon, a memorandum stating such termination, and upon such recording, the City's easements shall terminate. For purposes of this Agreement, the terms "Develop" or "Development" means an approved application from an applicable governmental entity which includes construction of infrastructure or other improvements on the Property.

(b) Dedication. Upon Development by City of its Property, Rensch shall execute and deliver to City, in a form reasonably acceptable to City, dedication deeds for the purpose of dedicating the private access easements granted in Sections 1(b) and 2(b) above to the use and benefit of the public.

5. Right to Construct; Costs.

(a) Right to Construct. Each Party shall have the right to construct roadway improvements and/or install utilities, as applicable, within the Easement Areas on the other Parties' Properties as necessary for its Development, according to the terms and conditions set forth in this Agreement; provided, however, that no roadway improvements shall be constructed within the City Easement Area.

(b) First Developer Pays Costs. Subject to Chapter 12.28 of the St. Helens Municipal Code, as of the Effective Date, the Party who Develops its Property first (the "First Developer") shall pay all costs of constructing roadway improvements and installing utilities in the Easement Area on its Property and within the other Easement Areas, as well as the costs of any improvements to Chase Road necessary for First Developer's Development. Such roadway improvements and utilities shall be built and installed to the standards required by any applicable development approvals and Laws (as defined in Section 6(c) below). First Developer shall construct and install roadway improvements and utility facilities so that a Party who subsequently Develops its Property can reasonably connect to such improvements or facilities. Subject to Chapter 12.28 of the St. Helens Municipal Code, each Party who subsequently Develops its Property shall pay all costs of constructing roadway improvements and installing utilities in connection with its Development (including costs related to Chase Road), other than those costs for which First Developer is responsible pursuant to this Agreement.

6. Construction Standards.

(a) Plans. At least thirty (30) days prior to the commencement of construction occurring after the Effective Date, including without limitation, any grading or clearing work ("Commencement of Construction") within any Easement Area, the developing Party (the "Developing Party"), at its sole cost and expense, shall provide to the other Parties a complete and full-sized copy of the engineering plans and specifications (the "Plans") for all roadway improvements and utilities to be constructed within any Easement Area. The improvements, including without limitation any utilities, described in the Plans shall be referred to herein as the "Improvements".

(b) Permits. Developing Party shall be responsible, at its sole cost and expense, for any and all permits ("Permits") required in connection with the Improvements. Prior to the Commencement of Construction, Developing Party shall provide a copy of all Permits to the other Parties.

(c) Construction. Following Commencement of Construction, Developing Party shall diligently pursue construction of the Improvements and complete construction within twelve (12) months thereafter. The Improvements must be completed substantially in accordance with the Plans. Concurrent with the completion of construction of the Improvements, Developing Party shall deliver written notice of completion ("Notice of Completion") to the other Parties. Within thirty (30) days after written request from another Party, Developing Party shall cause its project engineer to execute and deliver a certificate (the "Engineer's Certificate") to such other Party, in a form reasonably

acceptable to such Party, stating that the Improvements have been completed substantially in accordance with the Plans and in accordance with all applicable laws, codes, regulations, restrictions, approvals, rules and ordinances, including without limitation Title 18 of the St. Helens Municipal Code (collectively, "Laws"). Developing Party shall perform all construction work (i) so as not to unreasonably interfere with the use, access, occupancy or enjoyment of the other Properties, (ii) in a good and workmanlike manner, and (iii) in accordance with the Plans and all applicable Laws.

(d) Mechanic's Liens. Developing Party shall not permit any claim, lien or other encumbrance arising from its activities performed pursuant to this Agreement to accrue against or attach to the other Properties. If, however, any such lien does so attach, Developing Party shall cause such lien to be released or bonded within twenty (20) days after receiving actual notice thereof. Developing Party agrees to indemnify and hold harmless the other Parties from any and all liability or damages (including reasonable attorneys' fees) which such other Parties may suffer as a result of claims, demands, costs, liens, judgments or awards, including mechanic's or materialman's liens, against such Party or such Party's Property arising out of or as a result of the use by Developing Party of the easements granted herein, Developing Party's activities performed by it or on its behalf pursuant to this Agreement, or any breach by Developing Party of the terms of this Agreement. The obligations of Developing Party set forth in this paragraph shall survive any termination of this Agreement.

(e) Insurance. From the time period commencing upon the Commencement of Construction and continuing until the completion of construction, Developing Party shall, at its sole cost and expense, maintain the insurance coverages set forth in Exhibit G attached hereto. Prior to Commencement of Construction, and thereafter upon reasonable request, Developing Party shall provide evidence of such insurance coverage to the other Parties in a form reasonably acceptable to such Parties. Following receipt of Notice of Completion, each Party on whose Property Improvements are located and the Developing Party shall maintain, at its sole cost and expense, the liability insurance set forth in Exhibit H attached hereto and, upon reasonable request, shall provide evidence of such coverage in a form reasonably acceptable to the requesting Party.

(f) Temporary Construction Easement. Each Party hereby grants to Developing Party a temporary, nonexclusive easement ten (10) feet in width on each side of its Easement Area, and ten (10) feet in width along the easterly right-of-way of Chase Road with respect to the Rensch Property, for the sole purpose of constructing the Improvements (the "Construction Easement"). The Construction Easement shall commence upon Commencement of Construction on such Party's Property, and shall automatically terminate upon completion of construction, or twelve (12) months after the Commencement of Construction, whichever date is the first to occur. Prior to the termination of the Construction Easement, Developing Party, at its sole cost and expense, shall promptly restore any portion of the other Party's Property disturbed by the construction work.

(g) Impact Fees. Developing Party shall be responsible for all impact fees, system development charges or other fees and charges related to its construction of Improvements or any improvements required by any governmental authority in connection with its Improvements or the Development of its Property.

(h) Warranty. Developing Party, with respect to the Improvements it constructs, hereby warrants and agrees to repair, at its sole cost and expense, any defects in the construction of the Improvements and any construction of the Improvements that was not made in compliance with any Permits, or any standards, plans, specifications and legal requirements of all applicable governmental authorities discovered within a period of one (1) year following completion of construction of the applicable Improvements.

7. Maintenance.

(a) Obligations. Following completion of construction of roadway Improvements on its Property, such Party shall, at its sole cost and expense, maintain the Improvements and keep the roadway clean and free from trash and obstructions that would impair access to another Party's Property. Such maintenance obligations shall include snow and ice removal, pavement repair, and repaving as needed to keep the Improvements (including without limitation utilities) in good and usable condition and in accordance with all applicable Laws. Maintenance work shall be coordinated with the other Parties so as to (i) minimize interference with the use of the other Properties, and (ii) provide continuous access to the other Properties.

(b) Utilities. Subject to Section 6(h) above, following completion of construction of utility Improvements and acceptance thereof by City, City shall own, and shall be responsible for, at its sole cost and expense, the operation, maintenance, repair and replacement of such Improvements.

(c) Obstructions. Following completion of construction, the roadway shall be available for use on a twenty-four (24) hour a day basis and may not be closed or barriers placed to restrict its full usage by any Party or the public.

(d) Self-Help. If a Party fails to comply with its maintenance obligations set forth in this Section 7 within thirty (30) days following written notice, any other Party may, in addition to all other available remedies, perform such maintenance on behalf of such non-performing Party, and the non-performing Party shall reimburse the performing Party for all costs incurred in connection with such maintenance within ten (10) days following written demand therefor.

8. Taxes. Each Party shall each pay any real property tax assessed against its Property.

9. Remedies.

(a) Default. A Party shall be in default under this Agreement if such Party fails to perform any of its obligations within thirty (30) days following written notice of such failure from another Party. In the event of such default, the non-defaulting Parties shall be

entitled to pursue any remedy available under this Agreement and at law or in equity. Such remedies shall be cumulative and not exclusive.

(b) Mediation; Arbitration. In the event any dispute arises out of or in connection with this Agreement, the Parties shall submit such dispute to mediation. If the Parties cannot mutually and reasonably agree upon a mediator within fourteen (14) days following a Party's request therefor, any Party may apply to the presiding judge of the Columbia County Circuit Court to appoint a mediator. Mediation shall be non-binding upon the Parties unless an agreement is memorialized and signed by the Parties. The Parties shall share the mediator's fee equally. Each Party shall bear its own costs and attorneys' fees, if any, associated with the mediation. The mediation shall be conducted at a location mutually and reasonably agreed to by the Parties. In the event mediation is unsuccessful, a Party may initiate binding arbitration proceedings with Arbitration Services of Portland, Inc. ("ASP"), and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall be selected by mutual agreement of the Parties, if possible. If the Parties fail to reach agreement upon an arbitrator within ten (10) days following receipt of any Party's notice of its desire to arbitrate, the arbitrator shall be selected in accordance with ASP procedures. The arbitration shall be governed by ASP rules and the arbitrator's decision and award shall be final and binding on the Parties who hereby waive any appeal rights that may be available under law. The Parties shall share the arbitrator's fee equally.

10. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, successor and assigns. If any Property is subdivided or partitioned, this Agreement shall continue to apply to all such subdivisions or partitions.

11. Notice. Any notice, demand, approval, consent, or other communication required or otherwise given under this Agreement shall be given in writing to all Parties and shall be delivered by facsimile with confirmation thereof, by nationally-recognized overnight delivery service, or by certified mail-return receipt requested, with all necessary postage or other delivery charges prepaid, to the Parties at their respective addresses shown below:

To Rensch: Pam Rensch
35024 Maple Street
St. Helens, OR 97051

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

Any notice, demand, approval, consent, or other communication given by facsimile or overnight delivery shall be deemed to have been given on the date delivered; any notice,

demand, approval, consent, or other communication given by mail shall be deemed to have been given when two (2) days have elapsed from the date it was sent by certified United States mail, return receipt requested, postage prepaid, addressed to the Party to be served at said address or at such other address of which that Party may have given notice under the provisions of this section. The Parties may change their addresses for notice by following the process set forth in this Section 11.

12. Attorneys' Fees. If any suit, action, arbitration or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses and all other fees and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or arbitrator or at any appeal or review, in addition to all other amounts provided by law.

13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Waiver. Failure of a Party at any time to require performance of any provision of this Agreement shall not limit such Party's future right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach.

15. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

16. Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals.

17. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between them with respect to such subject matter.

18. Disclaimer of Relationship. This Agreement is for the express purposes described above. Nothing in this Agreement shall constitute or indicate any partnership, joint venture or any other business relationship between the Parties.

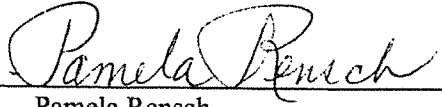
19. Joint and Several. If any Party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.

20. Binding Effect. This Agreement continues that 2009 Easement Agreement dated March 20, 2009 and recorded on March 20, 2009, Document Number 2009-002856, Columbia County, Oregon, except as expressly modified herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Access and Utilities Easement to be effective as of the Effective Date.

RENSCH


Pamela Rensch

CITY

CITY OF ST. HELENS, an Oregon
municipal corporation

By: 

Name: Rick Scholl

Title: Mayor

Exhibit A – Rensch Property West Description
Exhibit B – Rensch Property East Description
Exhibit C – City Property Description
Exhibit D – Rensch West Easement Area Description
Exhibit E – Rensch East Easement Area Description
Exhibit F – City Easement Area
Exhibit G – Construction Insurance
Exhibit H – Liability Insurance

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF OREGON)
) ss.
 County of Columbia)

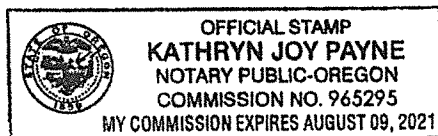
This Access and Utility Easement was acknowledged before me on
April 22, 2020, by Pamela Rensch.



Heidi M Davis
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 6-29-2021

STATE OF OREGON)
) ss.
 County of Columbia)

This Access and Utility Easement was acknowledged before me on
May 5, 2020, by Rick Scholl as Mayor of the
 City of St. Helens.



Kathryn J. Payne
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 8-9-2021

EXHIBIT A

(Rensch Property West Description)

DEED REFERENCE NO: 2014-295

A tract of land in the West half of Section 8, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon and being more particularly described as follows:

Beginning at the Northeast corner of Parcel 1 of the Pam M. Rensch and James E. Rensch tract as described in Instrument No. 89-2636, recorded on May 23, 1989 in the Clerk's Records of Columbia County, Oregon, said point being called North 88°15' West 1638.50 feet and North 01°33' West 1582.20 feet and North 01°33' West 279.10 feet and South 62°04' West 79.60 feet and North 76°56' West 65.45 feet from the Northwest corner of the Posey Williams Donation Land Claim; thence South 01°33'00" East, along the East line of said Parcel 1 of the Rensch tract, a distance of 1077.89 feet to the Southeast corner thereof; thence North 89°48'30" West, along the South line of said Parcel 1 of the Rensch tract, a distance of 158.43 feet to the Southwest corner thereof; thence North 01°38'23" West, along the West line of said Parcel 1 of the Rensch tract, a distance of 50.03 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC"; thence South 89°48'30" East a distance of 133.50 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC"; thence North 01°33'00" West a distance of 675.59 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC"; thence North 89°48'30" West distance of 51.86 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC"; thence continuing North 89°48'30" West a distance of 34.89 feet to the Westerly line of said Parcel 1 of the Rensch tract said point being on the center of McNulty Creek; thence down the center of said McNulty Creek to the point of beginning. TOGETHER WITH Lots 19 and 20, Firlok Park as per plat recorded on December 20, 1951 in the Clerks Records of Columbia County, Oregon.

The above described tract of land is part of a Property Line Adjustment between the tract of land described in Instrument No. 89-2636 and Lot 20, Firlok Park. No additional parcels are being created as a result of this Property Line Adjustment.

EXHIBIT A

EXHIBIT B

(Rensch Property East Description)

DEED REFERENCE NO: 2018-3239

PARCEL 1: Beginning at a point that is North 88 degrees 15' West, 1638.50 feet and North 1 degree 33' West, 1582.20 feet from the Northwest corner of the Posey Williams Donation Land Claim in Section 8, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon; thence North 1 degree 33' West, a distance of 279.10 feet to the center of McNulty Creek; thence up the center of said McNulty Creek South 62 degrees 04' West, a distance of 79.60 feet; thence North 76 degrees 56' West, a distance of 65.45 feet; thence leaving said Creek South 1 degree 33' East, a distance of 1077.72 feet to a point on the Easterly extension of the North line of the Richard McCullah Tract, as described in Deed Book 249 at page 385; thence South 89 degrees 48' 30" East along said line a distance of 134.70 feet to the East line of the International Church of the Foursquare Gospel tract, as described in Deed Book 210 at page 829; thence North 1 degree 33' West along said East line a distance of 821.57 feet to the point of beginning.

EXHIBIT B

EXHIBIT C

(City Property Description)

DEED REFERENCE NO: 2009-5502 and 2009-2854

PARCEL 1:

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

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

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

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

Thence South 48° 07' 00" East 25.20 feet to the True Point of Beginning, being a point in the center of McNulty Creek;

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

North 11° 15' 12" West 7.92 feet;

North 65° 31' 40" East 27.61 feet;

North 81° 05' 05" East 67.62 feet;

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

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

Thence leaving the East line of said Book 148 Page 94, North 88° 14' 26" West 525.20 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the West line of Deed Book 144 Page 313;

Thence along the West lines of Deed Book 144 Page 313 and Deed Book 148 Page 94 North 01° 33' 54" West 1140.17 feet to the Northwest corner of said Book 148 Page 94 in the center of McNulty Creek from which a 1-1/4 inch iron pipe bears South 01° 33' 54" East 25.51 feet;

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

North 50° 28' 53" East 8.02 feet;

North 47° 54' 33" East 48.94 feet;

North 87° 31' 48" East 21.97 feet;

South 63° 43' 59" East 65.54 feet;

South 63° 00' 37" East 77.40 feet;

North 84° 24' 47" East 18.48 feet;

North 47° 46' 13" East 19.45 feet;

North 20° 31' 40" East 40.00 feet;

North 01° 04' 03" East 31.63 feet;

North 04° 56' 04" West 57.16 feet;

North 39° 18' 26" East 22.95 feet;

South 49° 32' 37" East 71.27 feet;

South 33° 42' 29" East 53.78 feet;

South 32° 41' 05" West 48.75 feet;

South 00° 34' 52" West 36.92 feet;

South 41° 23' 09" East 29.70 feet;

South 86° 07' 56" East 36.35 feet;

North 32° 14' 55" East 54.25 feet;

North 11° 45' 05" East 85.04 feet;

North 38° 20' 57" West 36.20 feet;

North 11° 15' 12" West 51.62 feet to

the TRUE POINT OF BEGINNING.

PARCEL 2:

A tract of land situate in Section 8, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon, more particularly described as the follows:

BEGINNING at a point which is North 88° 54' East, 168.0 feet and North 60° 54' 1/2" East 72.56 feet and North 32° 55' East, 9.36 feet from the Northeast corner of Tract 23, Firlok Park, Columbia County, Oregon;

Said point being on the Southerly side of a 50.0 foot road;

Thence South 32° 55' West, a distance of 9.86 feet;

Thence along, a 77.3 foot radius curve to the right (long chord bears South 60° 54' 1/2" West 72.56 feet) to the Northwest corner of Tract 25, Firlok Park;

Thence South 88° 54' West, a distance of 18.0 feet;

Thence South 08° 21' East, a distance of 110.0 feet;

Thence South 48° 07' East, a distance of 29.51 feet to the center of McNulty Creek;

thence down the center of said McNulty Creek as follows:

North 79° 32' East, 83.10 feet;

South 88° 09' East, 83.60 feet;

South 53° 08' East, 35.00 feet;

North 13° 36' East, 38.30 feet;

North 33° 23' West, 60.70 feet;

North 50° 54' West, 72.20 feet;

North 19° 47' West, 68.50 feet;

Thence West 39 feet to the POINT OF BEGINNING.

EXHIBIT C

EXHIBIT D

Page 1 of 2

(Rensch Property West Easement Area Description)

The south 50 feet of the property described in Exhibit A.

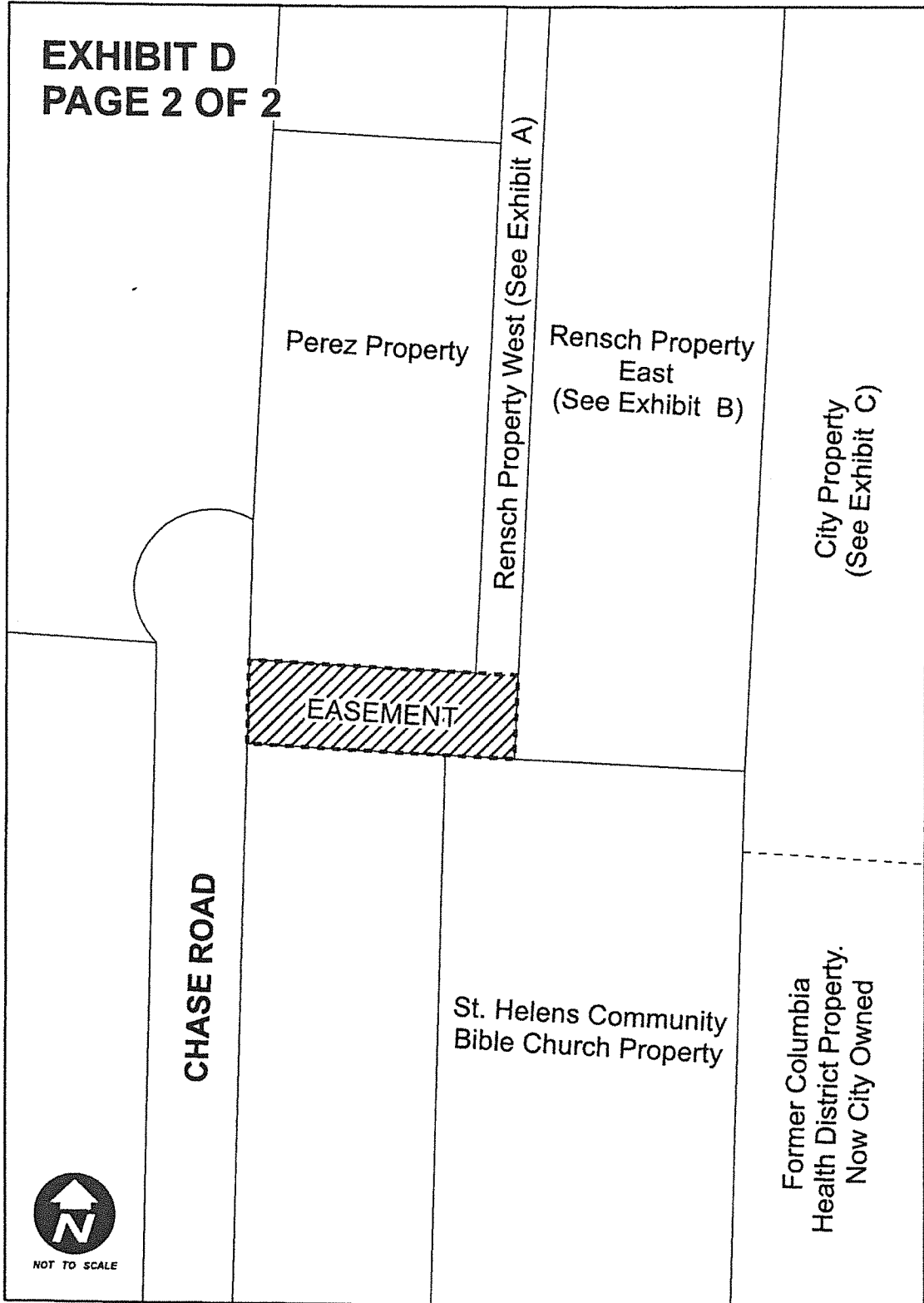


EXHIBIT E

Page 1 of 2

(Rensch Property East Easement Area Description)

The south 50 feet of the property described in Exhibit B.

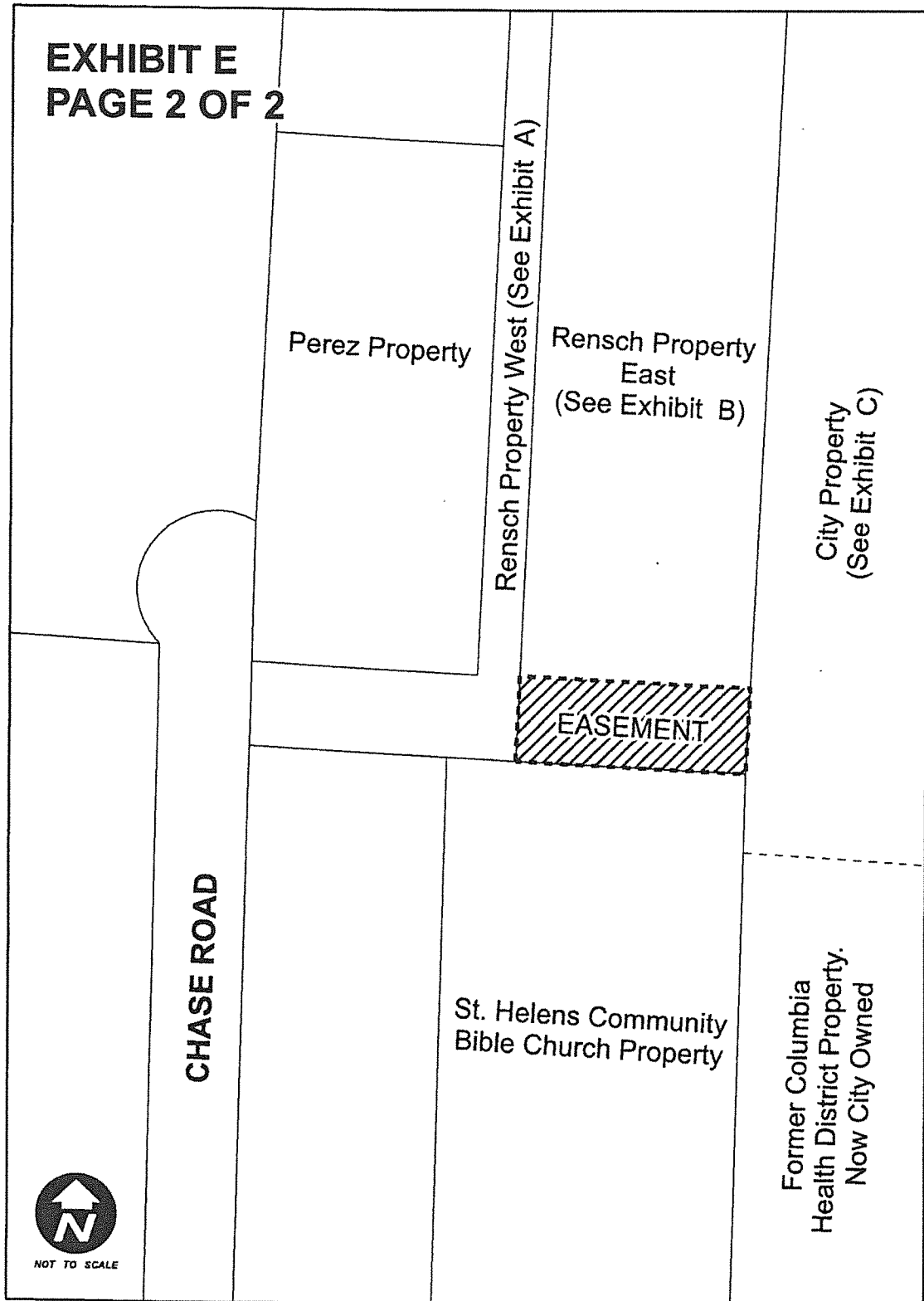


EXHIBIT F

Page 1 of 2

(City Property Easement Area)

Beginning at the southwest corner of the property described in Exhibit C, and proceeding north along the west property line of said property, 96 feet for a width of 10 feet on the east side of said west property line.

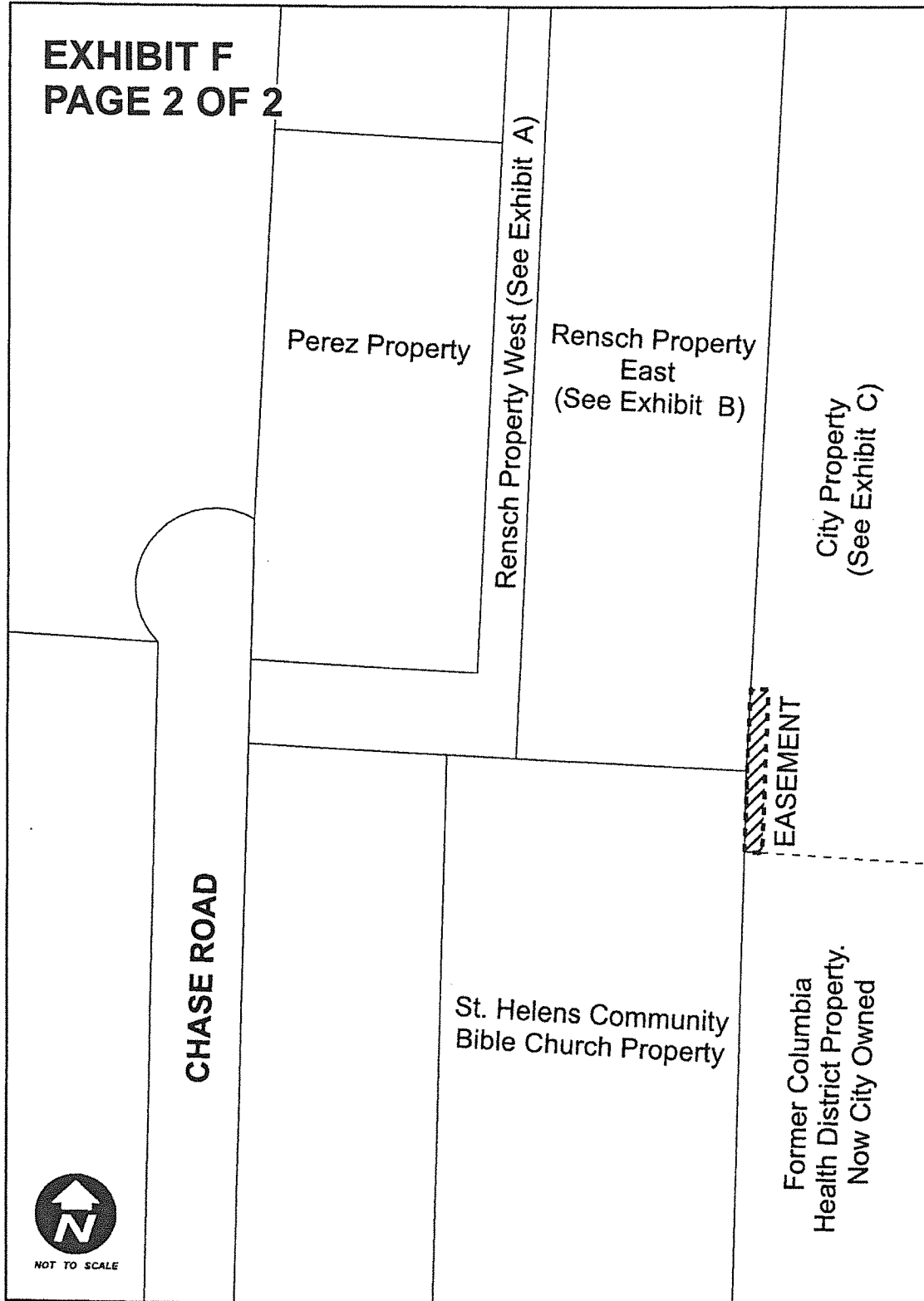


EXHIBIT G**(Construction Insurance)**

To: Insurance Agent. Please provide Certificate of Insurance to the project manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal. Insurance shall be without prejudice to coverage otherwise existing. During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractors and any subcontractors, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

Commercial General Liability insurance on an occurrence basis, with a combined single limit of not less than ☒ \$2,000,000 or ☐ \$3,000,000 for each occurrence of bodily injury, personal injury, and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premise/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards. Aggregate limits shall apply on a per-project basis.

☒ Required by City ☐ Not required by City By: _____ P.M. _____
(Mayor signature required) Mayor _____

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than ☒ \$2,000,000 or ☐ \$3,000,000 for each accident for Bodily Injury and Property Damage including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

☒ Required by City ☐ Not required by City By: _____ P.M. _____
(Mayor signature required) Mayor _____

☐ **Builders Risk** (*Check here is required*) insurance during construction to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

The contractor shall defend, indemnify, and hold harmless, the Owner and the Owner's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductions, self-insured retention's and/or self-insurance.

EXHIBIT G

EXHIBIT H

(Liability Insurance)

Commercial general liability insurance, with limits, coverages and risks insured reasonably accepted to the Parties, and in no event less than \$2,000,000 combined single limit coverage, naming the other Parties as additional insureds.

EXHIBIT H

**CITY COUNCIL MEMO***TOPIC: OPIOID SETTLEMENT FUNDS**DATE: 11-03-22***BACKGROUND**

Nationwide settlements have been reached to resolve all Opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"). These settlements will provide substantial funds to states and subdivisions for abatement of the Opioids epidemic across the country and will impose transformative changes in the way the settling defendants conduct their business.

Approximately \$333 million will be awarded to Oregon from the Distributor and Janssen Settlement Agreements over the course of 18 years, beginning in 2022. Forty-five percent (45%) of the opioid settlement funds will be allocated to a new Opioid Settlement Prevention, Treatment & Recovery fund managed by the Oregon Health Authority. Fifty-five percent (55%) will be paid directly to local jurisdictions (cities and counties with populations over 10,000). Oregon anticipates receiving additional opioid settlement funds from other lawsuits. However, the timing, amount, and allowable uses of these funds are currently unknown. Examples for how these funds may be used include, but are not limited to:

- Expanding access to naloxone, sterile syringes, and other harm reduction supplies
- Increasing medication-assisted treatment availability
- Providing treatment and recovery support services such as inpatient treatment, outpatient therapy, or recovery housing
- Expanding treatment and recovery services to pregnant and postpartum individuals
- Expanding treatment and recovery services to individuals within and transitioning out of the criminal justice system
- Developing opioid prevention education and training programs

The City of St. Helens is a participating subdivision in the settlement and as a jurisdiction over 10,000 in population, receives direct allocations.

The City has received direct allocation of \$11,675.50 thus far from the "Distributors" settlement. Payments will occur over 18 years in annual increments.

RECOMMENDATION

In adhering to the terms of the settlement, funds must be used for opioid prevention, treatment, and recovery strategies.

St. Helens Police are frequently the first to respond to overdose incidents in our community. Staff propose use of settlement funds for Naloxone or other FDA- approved drug to reverse opioid overdose in addition to expanded training, now, and over the life of the settlement payments.



Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: November 2, 2022

Planning Division Report attached.

CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



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

Date: 10.24.2022

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

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

PLANNING ADMINISTRATION—PREAPPLICATIONS MEETINGS

Conducted a pre-application meeting for “phase 1” of the St. Helens Industrial Business Park. A major component is creating a new parcel for a new PGE substation. The substation is an inevitable project as the current one cannot serve additional uses.

PLANNING ADMINISTRATION—MISC.

Prepared semi-annual report for the City Council, which took place this month.

Prepared planning fee increase documents for City Council approval. Hoped to have done this in the summer, which has been typical of past years, but there was too much happening then. We plan on adding a fee for preapplication meetings and prepared a new form for that purpose.

Good amount of time spent on addressing floodplain development at 150 Belton Road. Plans did not capture all of the details well, which happens sometimes, so “during construction” discussions become important.

Signed a DEQ LUCS for the generator installed as part of the “new” armory. This was approved back in 2008 (CUP.7.08). This is not normally report worthy but gives me an excuse to add before and after photos of this project in Planning’s next semi-annual report in the Spring.

PLANNING COMMISSION (& acting HISTORIC LANDMARKS COMMISSION)

October 11, 2022 meeting (outcome): The Commission approved a Conditional Use Permit and Variances for a mixed use building adjacent to 150 St. Helens Street. If completed, this will finish the old “Houlton hole.”

The Commission discussed potential times for a joint meeting with the Council before the new year and, briefly, the Comstock decision. They also discussed HB 3115 as their proactive item.

As the Historic Landmarks Commission, they reviewed and recommended approval of some architectural changes (roof work) for the Klondike building at 71 Cowlitz Street.

November 8, 2022 meeting (upcoming): The Commission will conduct a public hearing for a yard (setback) Variance at 134 N. 2nd Street.

Planning staff will present the semiannual report. And if interviews can be done in time, the Commission may discuss and take action on the Planning Commission Interview Committee's recommendations, though this may be pushed to December.

COUNCIL ACTIONS RELATED TO LAND USE

Council authorized signature of the final order for the Comstock Subdivision. This is report worthy, as a condition of the applicant indemnifying the city in the event of a sanitary sewer surcharge was omitted from the final order a part of the authorization.

Council approved Planning fees increases.

ST. HELENS INDUSTRIAL BUSINESS PARK PROPERTY

See Planning Administration—Preapplication Meetings on the previous page.

From: [Jennifer Dimsho](#)
To: [Jacob Graichen](#)
Subject: October Planning Department Report
Date: Monday, October 24, 2022 9:04:28 AM

Here are my additions to the October Planning Department Report.

GRANTS

1. **Safe Routes to School - Columbia Blvd. Sidewalk Project** – Culvert project (County) will be a separate project than the sidewalks project. Bidding is anticipated late Fall 2022 with construction in Spring/Summer 2023. Amendment approved to push completion deadline from November 2022 to February 2024. Project cost estimates came in x3 what we budgeted for the project. Engineering Dept. to slim the scope of work as much as possible to be able to still fund the project.
2. **Business Oregon – Infrastructure Finance Authority** – Loan Contract documents finalized for streets/utilities construction and Riverwalk project not covered by OPRD grants. Will submit first reimbursement once design work is complete for Riverwalk project.
3. **Riverwalk Project (OPRD Grants x2)** – Moving into 90% design, continued regular PM meetings and TAC meetings. For permitting, stage and structure will require architectural review before the PC (anticipated in the early fall with the building permit). LWCF grant contract will be subject to the Build America requirements which could have budget/timeline implications. Executed additional scope of work for compliance with Build America waiver/compliance.
4. **Technical Assistance Grant with the Oregon State Marine Board** - To assist with design and permitting of an in-water fishing dock and paddlecraft launch facility at Grey Cliffs Park. Feedback summarized submitted to OSMB to move forward. They would like to hire their environmental permit specialist before starting moving this project forward – waiting to hear back from the state on this.

PROJECTS & MISC

5. **Riverfront Streets/Utilities Design/Engineering** – Construction contract granted to Moore Excavation. Pre-construction meeting held on 10/17. Planning for construction start on Nov 1. Planning for ground breaking ceremony on Nov 2. and kickoff business/resident meetings on 10/24 at 1 pm and 5 pm. Assisting project team with outreach efforts including website updates/press releases/promotion materials.
6. **1st/Strand Undergrounding Utilities** – Attending mandatory pre-proposal meeting for undergrounding of utilities along Strand/1st Street. RFP closes on 11/1.
7. **St. Helens Industrial Business Park (SHIBP) Public Infrastructure Design** – Work Order 1 approved - 30% design for Phase I infrastructure & permitting/grading work for Phase II with Mackenzie. Pre-application meeting held on 10/13 to discuss applications needed for PGE parcellation and new sub-station. Goal is for PGE to be able to buy the parcel from the City. Mackenzie is revising footprint to accommodate feedback from Cascades regarding use of the existing mill buildings.
8. **OAPA conference** in Pendleton, OR on 10/26-10/28 and **Oregon Mainstreet Conference** in Klamath Falls 10/5-10/7.
9. Attended DEQ led info session regarding the former Boise White Paper Mill site in-water

sediment preferred cleanup alternative with Office Max's voluntary cleanup program on 10/18.

Jenny Dimsho, AICP

Associate Planner / Community Development Project Manager

City of St. Helens

(503) 366-8207

jdimsho@sthelensoregon.gov