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**City of St. Helens**  
**UPDATED COUNCIL AGENDA**  
**Wednesday, September 21, 2016**  
 City Council Chambers, 265 Strand Street, St. Helens

**City Council Members**

Mayor Randy Peterson  
 Council President Doug Morten  
 Councilor Keith Locke  
 Councilor Susan Conn  
 Councilor Ginny Carlson

**Welcome!**

All persons planning to address the Council, please sign-in at the back of the room. When invited to provide comment regarding items not on tonight's agenda, please raise your hand to be recognized, walk to the podium in the front of the room to the right, and state your name only. You are not required to give your address when speaking to the City Council. If you wish to address a specific item on the agenda, you should make your request known to the Mayor as soon as possible before the item comes up. The Council has the authority to grant or deny your request. Agenda times and order of items are estimated and are subject to change without notice.

1. **7:00PM - CALL REGULAR SESSION TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **INVITATION TO CITIZENS FOR PUBLIC COMMENT** – *Limited to five (5) minutes per speaker.*
4. **ORDINANCES – Final Reading**
  - A. **Ordinance No. 3210:** An Ordinance Amending St. Helens Municipal Code 5.16 Regarding Secondhand Dealers and Pawnshops
5. **ORDINANCES – First Reading**
  - A. **Ordinance No. 3209:** An Ordinance Amending the St. Helens Municipal Code Chapter 12.08 Regarding Planning Commission Rules of Operation
6. **RESOLUTIONS**
  - A. **Resolution No. 1760:** A Resolution of the Common Council of the City of St. Helens Approving Local Criteria for Companies Applying for South Columbia County Enterprises Zone and Lower Columbia Enterprise Zone Extended Property Tax Exemptions
  - B. **Resolution No. 1762:** A Resolution of the Common Council of the City of St. Helens Supporting Passage of St. Helens School District General Obligation Bond
7. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
  - A. WellsOne Commercial Card Agreement
  - B. Travel Oregon Matching Grants Program Contract – St. Helens Wayfinding Master Plan
  - C. Personal Services Agreement with Centerlogic, Inc. for Information Technology Services
  - D. SolutionsYes Lease Agreement & Maintenance Agreement for Kyocera Replacement Copier
  - E. Contract Payments
  - F. **Oregon Parks & Recreation Dept. Grant Agreement – McCormick Park Picnic Pavilion**
8. **CONSENT AGENDA FOR ACCEPTANCE**
  - A. Planning Commission Minutes dated July 12, 2016
  - B. Accounts Payable Bill List
9. **CONSENT AGENDA FOR APPROVAL**
  - A. Street Closure Requests:
    - i. St. Frederic's Fall Festival
    - ii. Spirit of Halloweentown Events
    - iii. Spirit of Halloweentown Parade

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.

Be a part of the vision...get involved with your City...volunteer for a City of St. Helens Board or Commission!  
 For more information or for an application, stop by City Hall or call 503-366-8217.

B. Declare Surplus Property – Library Equipment

C. Accounts Payable Bill List

10. **MAYOR PETERSON REPORTS**

11. **COUNCIL MEMBER REPORTS**

12. **DEPARTMENT REPORTS**

13. **ADJOURN**

City of St. Helens  
**RESOLUTION NO. 1760**

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST. HELENS APPROVING LOCAL  
CRITERIA FOR COMPANIES APPLYING FOR SOUTH COLUMBIA COUNTY ENTERPRISE ZONE AND  
LOWER COLUMBIA ENTERPRISE ZONE EXTENDED PROPERTY TAX EXEMPTIONS

**WHEREAS**, Oregon Enterprise Zones are authorized by the State of Oregon to provide economic incentives through short term property tax relief to businesses and industries providing capital investments resulting in job growth primarily for local residents; and

**WHEREAS**, there are two separate and distinct Enterprise Zones created within Columbia County, one of which includes a portion of Clatsop County; and

**WHEREAS**, the Lower Columbia Maritime Enterprise Zone has five (5) co-sponsors comprised of the City of Rainier, the City of Clatskanie, the Port of St. Helens, Columbia County, and Clatsop County; and

**WHEREAS**, the South Columbia County Enterprise Zone has six (6) co-sponsors, comprised of the City of Scappoose, the City of St. Helens, the City of Columbia City, the City of Vernonia, the Port of St. Helens, and Columbia County; and

**WHEREAS**, the Executive Director of the Columbia County Economic Team is designated as the Enterprise Zone Manager for both Enterprise Zones; and

**WHEREAS**, the Board of the Columbia County Economic Team (CCET) approves and recommends that the Enterprise Zone co-sponsors approve the criteria for extended benefits in both the Lower Columbia Maritime Enterprise Zone and the South Columbia County Enterprise Zone.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of St. Helens authorizes that the following criteria be applied to applications from companies seeking extended enterprise zone benefits:

- During the period of Enterprise Zone Benefits applicant companies agree to pay average wage rate of one-hundred and fifty percent (150%) of the County's most current average wage rate as approved by the State of Oregon; and
- Companies agree to remit to CCET ten percent (10%) of the total abatement in betterment for economic development within Columbia County; and
- Fifty percent (50%) of the betterment will be retained by CCET for CCET operations, including administration and marketing of local enterprise zones. The local City sub-area sponsor in which the applicant company is investing will receive the remaining fifty percent (50%) of the betterment remitted to the local City sub-area sponsor, to be used for local economic development expenditures. If the applicant company investment is outside the geographic boundaries of any local City sub-area sponsor, the election of the disposition of the remainder of the betterment shall pass to the County in which the applicant company investment occurs; and
- Companies agree to enter into a First Source Hiring Agreement with local employment agencies to hire qualified Columbia County residents.

**Approved and adopted** by the City Council on September 21, 2016, by the following vote:

Ayes:  
Nays:

\_\_\_\_\_  
Randy Peterson, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

*City of St. Helens*  
**RESOLUTION NO. 1762**

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST.  
HELENS SUPPORTING PASSAGE OF ST. HELENS SCHOOL DISTRICT  
GENERAL OBLIGATION BOND

**WHEREAS**, the St. Helens School District, of which the St. Helens residents are a part of, has proposed a 26 year, \$49 Million General Obligation Bond to be voted on November 8th, 2016; and

**WHEREAS**, the due to retiring previous bonds this measure is expected to have no increase in the District's existing overall bond tax rate of \$1.38 per \$1,000 of assessed value; and

**WHEREAS**, the St. Helens School District conducted listening sessions throughout the community and identified their need for updated safety and security improvements to schools, replacement of the St. Helens Middle School and the Columbia County Education Campus as well as updated technology to meet 21st century learning needs; and

**WHEREAS**, the bond is an accountable way to ensure students have access to modern classrooms that reflect best practices in education; and

**WHEREAS**, the bond keeps students and staff safe by improving safety and security on campuses; and

**WHEREAS**, the bond will make basic repairs in order to address problems now so they don't cost taxpayers more later; and

**WHEREAS**, the bond improves our local economy by ensuring students graduate career and college ready; and

**WHEREAS**, the members of the St. Helens City Council believe that a strong school system is essential for the health of the community and area businesses, and creates a foundation that makes St. Helens a great place to live, work and play.

**NOW THEREFORE, BE IT RESOLVED**, that the St. Helens City Council offers its unqualified support for voter approval of the St. Helens School District's General Obligation Bond and urges voters to vote "yes" on November 8, 2016.

**Approved and adopted** by the City Council on September 21, 2016, by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Randy Peterson, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

Resolution No. 1762

# Oregon Parks and Recreation Department

## Local Government Grant Program Agreement

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THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its Oregon Parks and Recreation Department, hereinafter referred to as "OPRD" or the "State" and the **City of St. Helens**, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** LG16-022

**Project Title:** St. Helens Picnic Pavilion

**Project Type (purpose):** Development

**Project Description:** The project will install a new 20' x 30' steel gable picnic shelter with a powder coated steel frame at McCormick Park in St. Helens, Oregon. The Project is further described in the Application included as Attachment B.

**Grant Funds /**

**Maximum Reimbursement:** \$15,810 (53.33%)

**Grantee Match Participation:** \$13,833 (46.67%)

**Total Project Cost:** \$29,643

**Grant Payments:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in the Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall submit a State supplied Request for Reimbursement form, copies of project invoices, and documentation confirming project invoices have been paid. In addition to the final reimbursement requested upon completion of the Project, Grantee may request mid-Project reimbursement, as often as quarterly, for costs accrued to date. Advance payments may be provided under hardship conditions.

**Reimbursement Procedures:** Based on the estimated Project Cost of \$29,643, and the Grantee's Match participation rate of 46.67%, the reimbursement rate will be 53.33%. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or 53.33% of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project and the Final Report substantially in the form of Attachment C.

**Progress Reports:** Grantee shall submit written Progress Reports on forms provided by the State with each reimbursement request, or at a minimum, Progress Reports shall be submitted at six month intervals, starting from the effective date of the Agreement.

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2018**. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

**Agreement Documents:** Included as part of this Agreement are:

- Attachment A: Standard Terms and Conditions
- Attachment B: Project Application including Description and Budget
- Attachment C: Sample Progress Report form
- Attachment D: Sample Request for Reimbursement form including guidelines

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B; Attachment C; Attachment D.

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator  
 Jennifer Dimsho  
 City of St. Helens  
 PO Box 278  
 St. Helens, OR 97051  
 503-366-8207  
 jdimsho@ci.st-helens.or.us

Grantee Billing Contact  
 Matt Brown  
 City of St. Helens  
 PO Box 278  
 St. Helens, OR 97051  
 503-366-8227  
 mattb@ci.st-helens.or.us

OPRD Contact  
 Mark Cowan, Coordinator  
 Oregon Parks & Rec. Dept.  
 725 Summer ST NE STE C  
 Salem, OR 97301  
 503-986-0591  
 mark.cowan@oregon.gov

**Signatures:** In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**GRANTEE**

**STATE OF OREGON  
Acting By and Through Its  
OREGON PARKS AND RECREATION DEPT.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Tracy Loudon, Business and Tech. Solutions Administrator

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Jan Hunt, Grants Section Manager

\_\_\_\_\_  
Date

**Oregon Department of Justice (ODOJ)** approved for legal sufficiency for grants exceeding \$150,000:

\_\_\_\_\_  
Date

By: \_\_\_\_\_ **N/A** \_\_\_\_\_  
ODOJ Signature or Authorization

By: \_\_\_\_\_  
Mark Cowan, Grant Program Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Attachment A – Standard Terms and Conditions

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates, or until all audits initiated within four years have been completed, whichever is later. The Grantee agrees to allow Oregon Secretary of State auditors, and State agency staff, access to all records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. Leases for projects placed on federally owned property must be at least 25 years.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency, consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means, the Grantee must provide replacement property acceptable to OPRD within 24 months of either the conversion or the discovery of the conversion.

If replacement property cannot be obtained within the 24 months, the Grantee will provide payment of the grant program's prorated share of the current fair market value to the State. The prorated share is that percentage of the original grant (plus any amendments) as compared to the original project cost(s). The replacement property must be equal to the current fair market value of the converted

property, as determined by an appraisal. The recreation utility of the replacement property must also be equal to that of the lands converted or disposed.

If conversion should occur through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee will be required to pass through to the State that prorated share of whatever consideration is provided to the Grantee by the entity that caused the conversion. The monetary value of whatever consideration provided by the taking will normally consist of the fair market value of the property established by an appraisal.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that

the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement.
10. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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Grant Application for

# **St. Helens Picnic Pavillion**

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# Contact

**Application Type: DEVELOPMENT:**

**Applicant Agency:**

City of St. Helens

**First Name:**

Jennifer

**Last Name:**

Dimsho

**Title:**

Assistant Planner

**Address 1:**

PO Box 278

**Address 2:**

**City:**

St. Helens

**State:**

Oregon

**Zip Code:**

97217

**Contact Phone:**

(503) 366-8207

**Contact Fax:**

**Contact Email:**

jdisho@ci.st-helens.or.us

**Federal Tax ID:**

936002248

# Project

**Project Name:**

St. Helens Picnic Pavillion

**Site Name:**

McCormick Park

**Site City / Town / Area:**

St. Helens

**Site County:**

Columbia

**Funds Requested:**

\$15,810.00

**Matching Funds:**

\$13,833.00

**Total Cost:**

\$29,643.00

**Percent of Grant:**

0.5300000000000000

**Percent of Match:**

0.4700000000000000

**Brief Project Description (40 word limit):**

This grant will fund the purchase and installation of a 20' x 30' steel gable shelter with a powder coated steel frame. Grant match will be in the form of site preparation, pouring the concrete foundation, and installing the shelter.

**Projected Start Date:**

November 2016

**Projected End Date:**

August 2017

**Site Description:**

The site is located in St. Helens' 70-acre regional park, McCormick Park. The picnic shelter will be installed adjacent to the playground, restrooms, and existing utility lines (water & electric). The location will be easily accessible from the nearby parking lot and is ideal for hosting outdoor birthday parties and other celebrations.

**Latitude:**

45.851452439031164

**Longitude:**

-122.815156280994420

**Township, Range & Section:**

4N, 1W, Sec. 9

**Site Acreage:**

70.33

**Land Control:**

Other

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# Supplemental

## A. PROJECT NARRATIVE (Please limit all answers to 400 words or less.):

### 1. Describe all elements of the project, project objectives, and the need for assistance. Describe who will do the work and who will provide supervision. :

The McCormick Park Pavilion Project proposes to construct a new 24' x 30' steel picnic shelter in the City of St Helen's most valued regional park. McCormick Park is popular among locals and attracts many more users throughout the entire region. The park is approximately 70 acres and hosts a number of recreational opportunities including public restrooms with showers, an 11-site campground, a Veteran's Memorial, 4 ball fields with concessions, a BMX track, a skate park, play equipment, sand volleyball, fitness stations, walking trails and most recently, an 18-hole disc golf course that was featured in the 2014 Professional Disc Golf Association World Championship. McCormick Park is also the home of the St. Helens Public Library. Despite these ample amenities, the park only has one covered picnic shelter. City staff receives reservation requests for this shelter up to a year in advance. Residents who wait until May are often frustrated to find themselves redirected towards areas without covered facilities and utilities or another park altogether because the existing shelter is usually booked solid through the spring and summer months. Additionally, the need for additional covered picnic facilities was identified by the community and our Parks Commission as a top priority in our recently adopted Parks & Trails Master Plan (adopted July 2015). The number of users that McCormick Park attracts could easily support additional covered picnic shelters. The City has limited park funds available for new infrastructure and the OPRD funding request would leverage resources to provide a both a local and a regional benefit. The picnic shelter will be purchased as a kit and installed by St. Helens Parks Department and Public Works crew.

### 2. Describe any new facilities to be constructed, existing facilities which are to be renovated, removed or demolished. Describe present development on the site and how the proposed project fits in with future development. :

The proposed shelter is new construction and no existing structures will be demolished, replaced or removed. The shelter location is adjacent to the playground, restrooms, and parking lot. An ADA accessible path from the parking lot to the shelter and the restroom will be developed with installation of the shelter. This location was assumed to be the ideal future location of a shelter because its convenient location adjacent to the playground, restroom, and parking lot. For hosting events, this location is ideal because there is less distance to travel from the vehicle, guests are close to restroom facilities, and they can watch their children on the play structure from the shelter. Additionally, utilities (water and electric) are close, so extending the lines to the shelter will require less time and less ground alteration for our Public Works crew.

## B. CONSISTENCY With STATEWIDE PRIORITIES - SCORP Criteria (0-20 points) :

To what extent does the project address ONE OR MORE of the following FOUR (1-4) priorities identified in the 2013-2017 SCORP? :

**1. MAJOR REHABILITATION projects involve the restoration or partial reconstruction of eligible recreation areas and facilities. If the project includes major rehabilitation, please check all that apply: :**

**a) Please list the specific facilities that are in need of rehabilitation. Upload photos in the Attachments tab showing the facilities in need of rehabilitation. :**

The proposed project expands public facilities and requires no major rehabilitation.

**b) If only part of the project is rehabilitation, approximately what percentage of the project is rehabilitation? :**

N/A

**2. NON-MOTORIZED TRAIL CONNECTIVITY. Trail connectivity involves linking urban trails to outlying Federal trail systems; linking neighborhood, community and regional trails; connecting community parks and other recreational public facilities; connecting parks to supporting services and facilities; connecting neighboring communities; and providing alternative transportation routes. To what extent does the project address non-motorized trail connectivity? :**

The McCormick Park Pavilion Project is located adjacent to the entrance to the 1.5 miles of fitness trails and the location for the new pedestrian bridge (funded in part by the OPRD FY 14-15 Local Government Grant Program). The new pedestrian bridge links 30 acres and 1.5 miles of underutilized trail network to the existing 1.5 miles of fitness trails, restrooms, parking facilities, sport facilities, the St. Helens Public Library, and an 11-site campground. The covered picnic shelter will enhance the existing trail network by adding additional trail supporting amenities for users.

**3. ACTIVE PARTICIPATION projects support or provide a base for individual active participation. 'Active' means those forms of recreation that rely predominantly on human muscles and includes walking, sports of all kinds, bicycling, running, and other activities that help people achieve currently accepted recommendations for physical activity. To what extent does the project support or improve access to individual active participation? :**

It is the hope that more residents will become users of the parks system if the City provides more and better park amenities. Individuals are more likely to be physically active if they have ample amenities enticing them to utilize the park system. An additional picnic shelter makes it easier for those that already use the park system and for first-time users to host an outdoor gathering by reducing the amount of competition for the sole covered picnic shelter at McCormick Park. Inspiring potential new users of the park system to host their next birthday celebration at the new McCormick Park shelter will increase the amount of recreation time for families and their friends, especially compared to an indoor party with more sedentary activities.

**4. SUSTAINABILITY. To what extent does the project address sustainability recommendations for OPRD-administered grant programs? Please see Chapter Seven (pages 115-117) of the SCORP for sustainability recommendations for land**

**acquisition, new facility development, major rehabilitation, and trail projects. :**

Considerations were given to select a covered picnic shelter that requires minimal long-term maintenance costs, ensuring its longevity and lessening our resource consumption. Rather than a wooden structure that would degrade over time, we have selected an all steel gable shelter with a powder coated tube steel frame. The placement of the shelter is outside any sensitive areas, including wetlands and riparian areas. Lastly, the City of St. Helens, with its close proximity to the Portland metro area, is experiencing an increase in demand for multi-family residential and denser residential development. Offering high quality shared spaces improves livability substantially for resident who live in smaller homes or apartments and have less private space. Higher density living (less private space) is more sustainable than sprawling subdivisions with large yards and private space.

**C. LOCAL NEEDS AND BENEFITS - SCORP Criteria (0-30 points):**

**1. A map clearly identifying the project location and UGB or unincorporated community boundary or Tribal community boundary drawn on it must be uploaded in the attachments section of this application. Is your project in a CLOSE-TO-HOME area (located within an urban growth boundary (UGB), unincorporated community boundary, or a Tribal Community) or in a DISPERSED AREA (located outside of these boundaries)? :**

CLOSE-TO-HOME

**2. Please identify how the project satisfies county-level needs by using priorities identified in one of the following local public planning processes. See SCORP Chapter 5, Pgs 86-102 for specific county priorities. :**

**a) Public Recreation Provider Identified Need - Does the project satisfy county-level needs identified by the Public Recreation Provider Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county. Please use either the Close-to-Home Priorities or Dispersed Area Priorities, not both. :**

This project directly satisfies the second highest county-level need identified in the Public Recreation Provider Survey, which was for additional picnicking/day-use facilities. The first highest priority for recreation providers was for additional nature study/wildlife watching sites. Among the 70 acres of land McCormick Park, there are more developed sections and less developed sections ideal for nature study/wildlife watching. While the covered picnic shelter will be located in the more developed area of the park, it adds supporting recreational amenities to the rest of the park, indirectly improving the areas ideal for nature study/wildlife watching sites.

**b) Oregon Resident Identified Need - Does the priority project satisfy county-level need identified by the Oregon Resident Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county. :**

This project satisfies a few county-level needs identified by the Oregon Resident Survey. The highest priority is public access sites to waterways. This project provides a picnic

amenity within a short walk (about 250 feet away) from the the accessible waterway, Milton Creek. The fourth highest priority is picnic areas and shelters for small visitor groups which this project directly satisfies. Children's playgrounds and dirt / other soft surface walking trails are also indirectly satisfied by adding to the available recreational amenities surrounding both the McCormick playground and the walking / exercise soft surface trails.

**c) Local Planning -To what extent does the project satisfy priority needs, as identified in a current local planning document (park and recreation master plan, city or county comprehensive plan, trails master plan, transportation system plan or bicycle and pedestrian plan)? :**

The Parks & Trails Master Plan (adopted July 2015) identifies a shortage of covered picnic shelters throughout the park system and specifically recommends the installation of two in McCormick Park. It also recommends extending utilities to any new picnic shelter because the sole covered picnic shelter in McCormick with utilities is increasingly more competitive to reserve.

**d) Public Involvement Effort - If the project is not included in a current local planning document, describe the public involvement effort that led to the identification of the priority project including citizen involvement through public workshops, public meetings, surveys, and local citizen advisory committees during the project's planning process.:**

Throughout the creation of the Parks & Trails Master Plan, the various City Commissions, City staff, City Council, and the general public all identified and agreed that there is a shortage of covered picnic facilities.

#### **D. LONG TERM COMMITMENT TO MAINTENANCE – SCORP Criteria (0-15 points):**

**1. How will the project's future maintenance be funded? Please include specific maintenance funding sources such as tax levies, fee increases, and other funding sources which will be used. A Resolution to Apply submitted with this application should address funding for on-going operation and maintenance for this project. :**

The City's Parks Department includes funding for maintenance of all city parks including the proposed picnic shelter. There will be little additional expense added by construction of this project because the shelter will be premanufactured steel design with minimal ongoing maintenance requirements.

**2. How much do you expect to spend annually or how many staff hours will be needed to maintain the completed project?:**

There will be minimal maintenance of the picnic shelter due to the proposed steel design and concrete foundation. Maintenance will include occasional pressure washing and routine vegetation management around the foundation. This will not add substantial work for staff, as staff already mows the surrounding area and pressure washes similar facilities nearby.

**3. Do you have partnerships with other agencies or volunteer maintenance? Provide documentation such as letters of support from volunteer organizations, cooperative agreements, donations, or signed memoranda of understanding to demonstrate**

**commitment to maintenance. :**

N/A

**E. OVERALL SITE SUITABILITY (0-10 points):**

**1. To what extent is the site suitable for the proposed development? :**

The proposed site was selected by our Parks Supervisor and the McCormick Park caretaker as the ideal location for a new picnic shelter because of its close proximity to the playground, the parking lot, the restrooms, and existing water and electric utilities.

**2. Also describe the extent to which the site or project design minimizes negative impacts on the environment and surrounding neighborhood and integrates sustainable elements. :**

The project location is outside of any sensitive lands, including riparian areas and wetlands. The site is already relatively level and will not involve any major soil disturbance or cause potential erosion issues. This area is already heavily developed with amenities and foot traffic, so constructing a concrete foundation on the site will not increase the footprint of development into the more natural areas of the park. The proposed location is centrally located within the 70 acre park and the limited noise during site preparation and shelter installation will not impact the surrounding neighborhood.

**F. COMMUNITY SUPPORT (0-5 points):**

**1. To what degree can you demonstrate community support for the project? Can you provide letters of support and/or survey analysis? If yes, please include supporting documentation with this application. :**

The all-volunteer, citizens of the Parks Commission strongly support this project. A letter of support is attached to the application. The Parks & Trails Master Plan's survey from 2014-15 also identified covered picnic shelters as the 2nd highest used park amenity (next to walking trails).

**G. FINANCIAL COMMITMENT (0-10 points):**

**1. What is the source of local matching funds for the project? A Resolution to Apply must be submitted with this application to indicate a commitment of local match funding for the project. :**

The city will provide in-kind project administration, site preparation (vegetation clearing, site leveling, pouring concrete foundation), picnic shelter installation, and extension of the electric and water utilities to the site as a match for this project.

**2. Project applicants are encouraged to develop project applications involving partnerships between the project applicant, other agencies, or non-profit organizations. Project applicants are also encouraged to demonstrate solid financial commitment to providing necessary project maintenance and upkeep. To what extent does the project involve partnerships with other agencies or groups? Are**

**donations and/or funding from other agencies or groups secured? :**

The City's Parks Department includes funding for maintenance of all city parks including the proposed picnic shelter, which has been vetted with our Public Works and Parks Department staff. The minimal maintenance requirements will not add substantial work for staff, as staff already mows the area and pressure washes similar facilities nearby. In addition to our community support for additional covered picnic facilities, the all-volunteer, citizens of the Parks Commission strongly support this project.

**3. To what extent has funding been secured to complete the project?:**

Pending a successful grant application, the in-kind work for the project has been vetted and approved with the Public Works, Planning, and Parks Departments. City Council is supportive of the efforts to attain and implement this grant project.

**H. ACCESSIBILITY COMPLIANCE:**

**1. Does your agency have a board or city council adopted/approved ADA Transition Plan and/or Self Certification? :**

Yes

**2. How will your proposed project meet current accessibility standards?:**

Path to the covered picnic shelter from the parking lot and to the restrooms will be ADA compliant.

**I. READINESS TO PROCEED:**

**1. Have you submitted a signed Land Use Compatibility Statement with this application? :**

Yes

**2. Have you submitted construction or concept plans with this application?:**

Yes

**3. List required permits and status of permit applications for the project (i.e. Corps of Engineers, Division of State Land, Building Permits, etc.). Describe any possible delays or challenges that could occur in receiving permits. :**

City of St. Helens Building Permit - There are no known potential delays or challenges that could occur in receiving a building permit.

**J. ACTIVE AND PAST GRANTS PERFORMANCE:**

**1. Describe your performance and compliance with all active and past OPRD grant awards. :**

The City of St. Helens currently has a grant application open through the 2014-2015 Local Government Grant Program and anticipates completion by August 2016. There is also an open grant application through the 2015-2016 Certified Local Government Historic

Preservation Grant Program. It is our third year of successfully managing the St. Helens historic facade pass-through matching grants program.

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Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
24' x 30' Steel Gable Shelter	1		\$15,810.00	\$15,810.00	\$0.00	\$15,810.00	
In-kind Site Preparation: leveling, clearing vegetation, pouring concrete, etc.	1		\$12,740.00	\$12,740.00	\$12,740.00	\$0.00	St. Helens General Fund
In-Kind Picnic Shelter Installation	1		\$632.00	\$632.00	\$632.00	\$0.00	St. Helens General Fund
In-Kind Project/Grant Administration	1		\$461.00	\$461.00	\$461.00	\$0.00	St. Helens General Fund
<b>Totals</b>				<b>\$29,643.00</b>	<b>\$13,833.00</b>	<b>\$15,810.00</b>	

**Total Project Cost:** \$29,643.00  
**Total Match for Sponsor:** \$13,833.00  
**Grant Funds Requested:** \$15,810.00

**PROGRESS REPORT FORM**  
**LOCAL GOVERNMENT GRANT PROGRAM**  
QUARTERLY       FINAL

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Sponsor/Grantee: \_\_\_\_\_

Date of Project Approval: \_\_\_\_\_ Date Work Started: \_\_\_\_\_

**Describe Work Completed This Quarter:**

**Describe Any Problems or Delays:**

Percentage of Project Completed to Date: \_\_\_\_\_ %

Report Completed By: \_\_\_\_\_

Title: \_\_\_\_\_





## Request for Reimbursement Guide

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All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- Progress Report Form** – Available online at:  
<http://www.oregon.gov/oprd/GRANTS/Pages/local.aspx> → Application and Forms.
- Request for Reimbursement Form** - Available online at:  
<http://www.oregon.gov/oprd/GRANTS/Pages/local.aspx> → Application and Forms.
- Project Invoices** – Please submit copies of all project **bills/invoices**.
- Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site, for the project file. Digital pictures can be sent as email attachments. For **Planning Projects**, rather than pictures, please submit a copy of the final **Planning Document**.
- Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan  
Grant Program Coordinator  
Oregon Parks and Recreation Dept.  
725 Summer St. NE Suite C  
Salem, OR 97301-1266  
[mark.cowan@oregon.gov](mailto:mark.cowan@oregon.gov)  
503-986-0591  
[www.oregon.gov/OPRD/GRANTS/index.shtml](http://www.oregon.gov/OPRD/GRANTS/index.shtml)



# Oregon

Kate Brown, Governor

## Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

[www.oregonheritage.org](http://www.oregonheritage.org)

August 25, 2016

Mr. Mark Cowan  
Oregon Parks and Recreation Department  
725 Summer St NE STE C  
Salem, OR 97301



RE: SHPO Case No. 16-1487

OPRD LG Grant 2568, LGPS-16-04; St. Helens Picnic Pavillion  
steel shelter  
McCormick Park, St. Helens, Columbia County

Dear Mr. Cowan:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains. In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA). If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA  
State Archaeologist  
(503) 986-0674  
[dennis.griffin@oregon.gov](mailto:dennis.griffin@oregon.gov)