



MONDAY, MAY 4, 2020
CITY COUNCIL MEETING AGENDA
Regular meeting 7:00 p.m.
Scappoose Council Chambers
33568 East Columbia Avenue

ITEM AGENDA TOPIC	Action
Call to Order	
Pledge of Allegiance	
Roll Call	
Approval of the Agenda	
Public Comments: Due to COVID19 the City of Scappoose will only be accepting public comments by email. Please email City Recorder Susan Reeves at sreeves@cityofscappoose.org . We appreciate your understanding with this matter. Thank you!	
1. Consent Agenda ~ April 6, 2020 City Council meeting minutes	
<u>New Business</u>	
2. Proclamations ~ VFW Buddy Poppies National Small Business Month National Law Enforcement Week National Public Works Week	
3. Peace Candle Easement Agreement Staff: City Planner Laurie Oliver	Approval
4. Resolution No. 20-07: OWRD Water Project Grant Staff: Assistant City Manager Alexandra Rains	Approval
5. COVID-19 Hardship Program Staff: City Manager Michael Sykes	Approval
Announcements ~ information only	
6. Calendar City Manager, Police Chief, Councilors, and Mayor	

Adjournment

****PLEASE NOTE: IF YOU WOULD LIKE TO SPEAK WITH CITY STAFF ABOUT A PARTICULAR AGENDA ITEM, PLEASE CALL CITY RECORDER SUSAN REEVES 503-543-7146, EXT. 224, NO LATER THAN 5:00 P.M. ON MONDAY, MAY 4, 2020****

This meeting will be conducted in a handicap accessible room. If special accommodations are needed, please contact City Recorder, Susan Reeves at (503) 543-7146, ext. 224 in advance.

TTY 1-503-378-5938

**MONDAY, APRIL 6, 2020
CITY COUNCIL MEETING
Regular meeting 7:00 p.m.
Scappoose Council Chambers
33568 East Columbia Avenue**

Call to Order

Mayor Burge called the City Council meeting to order at 7:00 p.m.

Pledge of Allegiance

Roll Call

Scott Burge	Mayor
Michael Sykes	City Manager
Dave Sukau	Public Works Director
Susan M. Reeves	City Recorder

Remote/on the phone:

Council President Patrick Kessi
Councilor Megan Greisen
Councilor Joel Haugen
Councilor Josh Poling
Councilor Brandon Lesowske
Councilor Pete McHugh

Approval of the Agenda

Councilor Haugen moved, and Councilor Poling seconded the motion to approve the agenda. Motion passed (7-0). Mayor Burge, aye; Council President Kessi, aye; Councilor Greisen, aye; Councilor Haugen, aye; Councilor Poling, aye; Councilor Lesowske, aye and Councilor McHugh, aye.

Public Comments

There were no emails/public comments received.

Consent Agenda ~ March 13, 2020 Special City Council meeting minutes and March 16, 2020 City Council meeting minutes

Councilor McHugh moved, and Councilor Poling seconded the motion to approve the Consent Agenda ~ March 13, 2020 Special City Council meeting minutes and March 16, 2020 City Council meeting minutes. Motion passed (7-0). Mayor Burge, aye; Council President Kessi, aye; Councilor Greisen, aye; Councilor Haugen, aye; Councilor Poling, aye; Councilor Lesowske, aye and Councilor McHugh, aye.

New Business

Resolution No. 20-06: A Resolution Approving the Purchase of Real Property

City Manager Michael Sykes stated after the last discussion in Executive session about this property Council asked him to move forward and see if we could come up with an agreement and he thinks they have done that. He explained in discussions with Mr. Grabhorn they agreed on a price of \$730,000. He explained staff recommends that Council approve Resolution 20-06.

Council President Kessi asked about the close and purchase of the property.

City Manager Sykes replied we will close and purchase by April 24.

Councilor Haugen moved, and Councilor Poling seconded the motion to approve Resolution No. 20-06: A Resolution Approving the Purchase of Real Property. Motion passed (7-0). Mayor Burge, aye; Council President Kessi, aye; Councilor Greisen, aye; Councilor Haugen, aye; Councilor Poling, aye; Councilor Lesowske, aye and Councilor McHugh, aye.

Wastewater Treatment Plant Phase I Project ~ Engineering Agreement

Public Works Director Dave Sukau explained in order to begin the first phase of needed improvements to the City's Wastewater Treatment Plant, staff issued a Request for Proposal (RFP) on November 22, 2019 to solicit proposals from engineering consultants. Responses to the RFP were received on December 19, 2019. The City received proposals from the following consulting firms:

- 1) Murraysmith
- 2) Black & Veatch
- 3) Tetra Tek

Public Works Director Dave Sukau explained the Selection Committee made a final recommendation to enter into contract negotiations with Murraysmith, based on the evaluation criteria set forth in the RFP, on January 8, 2020. The City's agreement with Murraysmith to complete the engineering for the project totals \$1,061,396.00. The City's SRF loan through DEQ will cover the cost of these services. He explained staff recommends Council authorize the City Manager to execute the agreement with Murraysmith to complete engineering for Phase 1 of the improvements to the Wastewater Treatment Plant.

City Manager Sykes explained one of the things that was very compelling to staff, besides the outstanding team and the fact that Murraysmith is one of the best in the business when it comes to wastewater treatment facilities, was the fact that their proposal was actually five million dollars less than another proposal that the City received.

Public Works Director Dave Sukau explained another component of this scope of work is the amendment to the Facilities Plan, which is a large undertaking for them.

Councilor Lesowske asked with the amendment to the scope of work were other proposers aware of that?

Public Works Director Dave Sukau replied yes.

Council President Kessi asked if this is a not to exceed contract?

Public Works Director Dave Sukau replied it is not a not to exceed at this point, but we manage the tasks individually and monitor that as we go. He stated if for some reason there is a change it is because something has come up through the planning stages that we will be aware of or we typically would have asked them to change. He stated staff will be coming before Council in about a year from now when the design is done for construction management from them as well. He explained Murraysmith was reluctant to provide that pricing right now not knowing exactly what we are faced with until the design is done, and the contractor is getting ready to get on board as well.

Council President Kessi explained he just prefers the not to exceed.

Public Works Director Dave Sukau explained the \$1,061,396.00 will be identified in the contract.

Councilor Haugen moved, and Council President Kessi seconded the motion that Council authorize the City Manager to approve the agreement with Murraysmith to complete engineering for Phase 1 of the improvements to the Wastewater Treatment Plant. Motion passed (7-0). Mayor Burge, aye; Council President Kessi, aye; Councilor Greisen, aye; Councilor Haugen, aye; Councilor Poling, aye; Councilor Lesowske, aye and Councilor McHugh, aye.

Announcements ~ information only

Calendar

Mayor Burge went over the calendar.

City Manager, Councilors, and Mayor

City Manager Sykes explained staff is in the midst of putting together a grant from Water Resources, which will probably somewhere north of a million-dollar grant request. He explained Alex is working with Dave and GSI to prepare that. He explained it will be for a basalt well which will be 450 feet deep and will be an important part of our future.

City Manager Sykes explained staff is also putting together the budget for this coming year, along with action plans. He explained Dave and his crew are putting in new sidewalks between the Watts House and the playground by the library and that should make that park even more user friendly. He explained we have 3J Engineering doing some preliminary concepts for the Grabhorn property that we will share with Council at a future date, so that is moving forward. He stated all of you stay safe.

Council President Kessi explained he hasn't been in contact with the School Board yet but will.

Councilor Haugen thanked all City staff for continuing their good work under these difficult circumstances.

Councilor Poling explained he appreciates everybody's work on keeping things moving forward.

Councilor Lesowske stated he applauds the citizens for stepping up in these circumstances, along with City staff.

Councilor McHugh stated he agrees with Council Haugen and Councilor Lesowske. He stated he appreciates Dave's work on the engineering agreement.

Mayor Burge stated he is working with staff and planning on bringing back to Council a proposal on trying to help those effected by this pandemic a relief on their utility bills. He and City Manager Sykes are going to work on a program to present to Council.

Councilor Haugen replied good plan.

Adjournment

Mayor Burge adjourned the meeting at 7:36 p.m.

Mayor Scott Burge

Attest:

City Recorder Susan M. Reeves, MMC

City of Scappoose
VFW Buddy Poppies
Proclamation

WHEREAS, the annual distribution of Buddy Poppies by the Veterans of Foreign Wars of the United States has been officially recognized and endorsed by governmental leaders since 1922; and

WHEREAS, VFW Buddy Poppies are assembled by disabled veterans, and the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans; and

WHEREAS, the basic purpose of the annual distribution of Buddy Poppies by the Veterans of Foreign Wars is eloquently reflected in the desire to "Honor the Dead by Helping the Living"; and

WHEREAS, leadership within the City of Scappoose is built upon the philosophy that daily decisions and actions must incorporate individual accountability and ethical character qualities such as honesty, dedication, personal integrity, courage, compassion, love and respect for all people.

NOW, THEREFORE BE IT RESOLVED, I, Scott Burge, Mayor of the City of Scappoose do hereby urge the citizens of this community to recognize the merits of this cause by contributing generously to its support through your donations for Buddy Poppies on May 25th, 2020, for the distribution of these symbols of appreciation for the sacrifices of our honored dead.

FURTHER, I urge all patriotic citizens to wear a Buddy Poppy as mute evidence of our gratitude to the men and women of this country who have risked their lives in defense of the freedoms which we continue to enjoy as American citizens

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of the City of Scappoose, to be affixed. Done at City Hall in the City of Scappoose, Oregon, on this ____ day of May, 2020.

CITY OF SCAPPOOSE, OREGON

Scott Burge, Mayor

Attest: _____
Susan M. Reeves, MMC
City Recorder

Proclamation National Small Business

WHEREAS, the month of May 2020, has been designated as National Small Business Month, in recognition of the critical contributions of America's entrepreneurs and small business owners; and

WHEREAS, nationally more than half of Americans either own or work for a small business, and they create two out of every three new jobs in the U.S. each year. Small businesses are the backbone of our economy and we must work to ensure that our city recovers and rebuilds not only from the top down, but also from the bottom up and the middle out; and

WHEREAS, locally, in Scappoose, Oregon 95% of our businesses are small businesses with 50 or fewer employees. The City of Scappoose offers assistance by waiving the city business license fee, and also recognizes that small business assistance is a partnership with our affiliated organizations; and

WHEREAS, the City of Scappoose takes this opportunity to highlight the impact of outstanding entrepreneurs and small business owners, and recognizes that Small Business Month is a time for us to celebrate the successes of small business and to thank our small business owners for their contributions to our city, our economy, and our nation.

NOW, THEREFORE, I, Scott Burge, Mayor of Scappoose, do hereby proclaim May 2020, as:

“Small Business Month”

In the City of Scappoose, and urge all residents of Scappoose to participate in this observance.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of the City of Scappoose, to be affixed this ____ day of May, 2020.

CITY OF SCAPPOOSE, OREGON

Scott Burge, Mayor

Attest:

Susan M. Reeves, MMC, City Recorder

CITY OF SCAPPOOSE PROCLAMATION

National Law Enforcement Week

To recognize National Police Week 2020 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 950,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Scappoose Police Department;

WHEREAS, some 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 plus injuries;

WHEREAS, since the first recorded death in 1791, over 24,194 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 183 officers in Oregon;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, this includes 146 officers killed in 2019.

WHEREAS, May 13 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families;

THEREFORE, BE IT RESOLVED that City of Scappoose formally designates May 10-16, 2020, as Police Week in Scappoose, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of the City of Scappoose, to be affixed. Done at City Hall in the City of Scappoose, Oregon, on this ____ day of May, 2020.

CITY OF SCAPPOOSE, OREGON

Scott Burge, Mayor

Attest: _____
Susan M Reeves, MMC
City Recorder

CITY OF SCAPPOOSE PROCLAMATION

National Public Works Week

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works department is materially influenced by the people's attitude and understanding of the importance of the work they perform,

THEREFORE, BE IT RESOLVED that I, Scott Burge, Mayor of the City of Scappoose, do hereby proclaim the week of May 17- 23, 2020, as "National Public Works Week" in the City of Scappoose, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of the City of Scappoose, to be affixed this ____ day of May, 2020.

CITY OF SCAPPOOSE, OREGON

Scott Burge, Mayor

Attest:

Susan M. Reeves, MMC
City Recorder

City of Scappoose
Council Action & Status Report

Date Submitted: April 29, 2020
Agenda Date Requested: May 4, 2020
To: Scappoose City Council
Through: Michael Sykes
From: Laurie Oliver, Planning Department Supervisor
Subject: Peace Candle Easement Agreement

Type of Action Requested:

<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	Formal Action	<input type="checkbox"/>	Report Only

Issue:

The FY 2019 - 2020 and FY 2020 - 2021 Council Goals included a goal to "Protect and Restore" the Peace Candle. The current owner of the property, VW I PDX LLC, has cooperated with staff's request to grant an easement around the candle (Peace Candle Site Easement) and a separate easement that provides access from SE 2nd Street to the candle (Peace Candle Access Easement).

The purpose for two separate easements is to ensure that each easement correctly states what the City is and is not responsible and/or liable for; e.g., within the site easement the City is responsible for repairing and maintaining the Peace Candle, the landscaping within the retaining walls, the retaining walls themselves, and lighting. Within the access easement, the City is not responsible/liable for the maintenance of the owner's pavement, striping, curbs or crosswalks.

Analysis:

The owner has applied for Site Development Review for a proposed 80-unit apartment complex to be located on SE 2nd Street, just north of Les Schwab and south of Goodwill, on the land where the Peace Candle is located. Prior to land use approval, the owner has agreed to sign the Peace Candle Easement Agreement. The Easement Agreement lays out the terms and conditions of the easements and demonstrates that the owner intends to record the easements

after land use approval and building permit issuance. The site layout may change slightly so the final location of the access easement is still being determined. Staff has included a conceptual location of the easements (see last page of this packet); however, the final locations would be determined once the site layout is finalized.

The owner has reviewed and approved the Peace Candle Easement Agreement, Peace Candle Site Easement, and Peace Candle Access Easement drafts.

Since the recording of the easements will have a fiscal impact in FY 20- 21 and beyond, staff seeks City Council approval to direct the City Manager to enter into the Peace Candle Easement Agreement, thereby obligating the City to assume the maintenance and repair of the Peace Candle moving forward.

Fiscal Impact:

For FY 20 – 21, the proposed budget includes \$50,000 to perform initial repairs to the Peace Candle, including: structural repair to the top of the Peace Candle where the flame is attached, replacement of the flame, new signage, electrical work, lighting, paint, and landscaping (within the existing retaining walls).

For FY 21 – 22 and beyond, the fiscal impact is unknown. The initial repairs are expected to bring the Peace Candle up to standards so that minimal maintenance would be required moving forward. The Easement Agreement specifies that the City would complete minor landscaping within the retaining walls on a bi-monthly basis and would inspect the Peace Candle annually. Based on the annual inspection, staff would determine how much to include in that year's budget for ongoing maintenance.

Options:

1. Direct the City Manager to sign the Peace Candle Easement Agreement, as presented.
2. Direct the City Manager to sign the Peace Candle Easement Agreement, as amended by Council.
3. Do not direct the City Manager to sign the Peace Candle Easement Agreement.

Recommendation: Staff recommends that the Council direct the City Manager to sign the Peace Candle Easement Agreement, as presented.

Suggested Motion: I move that Council direct the City Manager to sign the Peace Candle Easement Agreement as presented (or as amended).

Please find attached:

- Peace Candle Easement Agreement, with the following Exhibits:
 - Exhibit A – Legal Description of property

- Exhibit B – Peace Candle Site Easement draft
 - Exhibit C – Peace Candle Access Easement draft
- Conceptual locations of Site and Access Easements (these will not be finalized until the Planning Commission has granted approval of Site Development Review SDR1-20).

PEACE CANDLE EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is between the City of Scappoose, an Oregon municipal corporation ("City"); and VW I PDX LLC or Assignee ("Owner"), collectively referred to as the "Parties." This agreement shall be transferrable with the land to future property owners. This Agreement becomes effective when executed by the authorized representatives of all Parties.

RECITALS

- A) Owner owns approximately 1.92 acres located in Scappoose, Oregon, commonly known as Columbia County Tax Map and Lot Number 3213-AC-03500, which is more particularly described in attached **Exhibit A**.
- B) The City is seeking a grant of public easement of the "Peace Candle Site" and "Peace Candle Access," as depicted in attached **Exhibits B and C**; however, the recording of the easements would occur after land use approval of Site Development Review (local file #SDR1-20) and building permit issuance for the proposed apartment complex to be located on the site.
- C) This Agreement is intended to establish an easement agreement between the Parties to allow for access and maintenance of the "Peace Candle Site," including but not limited to utilities specific to serving solely the "Peace Candle Site," landscaping within retaining walls, existing retaining walls, lighting, and associated facilities.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Grant of Peace Candle Site Easement. Owner agrees to grant a public easement of "Peace Candle Site," as depicted in **Exhibit B**, to allow for maintenance of the "Peace Candle Site," including but not limited to site utilities specific to serving solely the "Peace Candle Site," landscaping within retaining walls, existing retaining walls, lighting, and associated facilities.

2. Grant of Peace Candle Access Easement. Owner agrees to grant to the City an access easement to "Peace Candle Site," as depicted in **Exhibit C**, to allow solely for access to the "Peace Candle Site" including access for City vehicles, equipment and personnel. The City, through its officers, employees and agents has the right to enter upon the "Peace Candle Access" and "Peace Candle Site" easements in such a manner and at such times as the City determines reasonably necessary for the maintenance provisions outlined in Section 1 of this Agreement. The City shall not be liable nor responsible for maintenance of Owner's pavement, pavement striping, curbs, crosswalks, landscaping within the "Peace Candle Access" Easement.
3. Consideration. As consideration for the grant of "Peace Candle Site" Easement and "Peace Candle Access" Easement contemplated by this Agreement, the City agrees to conduct initial repairs and regular maintenance to "Peace Candle Site." Initial repairs and maintenance of "Peace Candle Site" shall be completed by the City prior to or in conjunction with final occupancy approval of Owner's development, approved under local file #SDR1-20. The City agrees to provide regular maintenance of "Peace Candle Site" while this agreement is in effect. Regular maintenance shall include but is not limited to site utilities specific to serving solely the "Peace Candle" site, landscaping within retaining walls, existing retaining walls, lighting, and associated facilities. Regular maintenance includes but is not limited to minor landscaping within the Candle's retaining wall on a bimonthly basis and an annual inspection of the site by the City. Owner shall be notified in writing ("in writing" includes email correspondence) twenty-four (24) hours prior to any landscaping or emergency maintenance activities conducted by the City, and thirty (30) days for any painting, power washing, or structural repairs, unless deemed critical and urgent for safety by the City. Should a critical and urgent safety hazard be identified by the City, the City may enter upon the "Peace Candle Site" without prior written notice. Additionally, any and all retaining walls that may be replaced shall be less than 3-feet in height.
4. Other considerations. The Owner shall have the right to review the design of site amenities and, if any, additions that are proposed to be made to the "Peace Candle

Site.” The “Peace Candle Access” easement may be changed with mutual agreement of the Parties. The party that initiates a request to change or modify the “Peace Candle Access” route shall bear the costs associated with recording the modified easement.

5. Insurance. The City agrees to name Owner as an additional insured party on the City’s general liability insurance policy.

TERMS AND CONDITIONS

6. Severability. Should any provision of this Agreement be rendered invalid by a court of competent jurisdiction, it is agreed that every other part of the Agreement shall remain in full force and effect.
7. Remedies.
 - a. Any controversy arising under this Agreement that is not resolved by discussion between the Parties shall be submitted to mediation. The Parties shall mutually select the mediator, who shall be compensated equally by the Parties. The Parties shall seek a mediator with experience in land use, real estate, or development. The mediation must conclude within 90 days of the date the mediator is retained.
 - b. In the event the Parties are not able to resolve the controversy in mediation, the Parties retain all available legal and equitable remedies to enforce this Agreement, including claims for damages. Any claim, suit or other action arising under the terms of this Agreement shall proceed under the laws of the State of Oregon and shall be brought in Columbia County Circuit Court. In any legal proceeding, each Party is responsible for its own fees and costs. Including legal fees.
8. Entire Agreement. This Agreement constitutes the complete understanding between the Parties on the subject. No promises or agreements made subsequent to the execution of this Agreement by the Parties shall be binding unless reduced to writing and signed by the Parties.
9. Counterparts. This Agreement may be signed in one or more counterparts, and each counterpart shall be deemed to be an original instrument.

10. Termination. This Agreement may be terminated by mutual written consent of the Parties. Additionally, the easements described in this Agreement and attached as **Exhibits B and C** shall be void within 60 days if the Peace Candle is removed or demolished.
11. Termination Upon City's Removal. Notwithstanding mutual agreement requirements in any other section of this Agreement, the City has the unilateral right to remove the Peace Candle, or parts thereof, from the Property, and is not obligated to rebuild it.
12. Restoration. If the Peace Candle is removed or demolished, the City shall restore the site to match existing adjacent landscaping.
13. Amendment or Modification. Any amendment or modification to this Agreement must be in writing and signed by both Parties.
14. Assignment. The Parties agree that the rights, obligations and commitments described in this Agreement are intended to run with the land and are binding on the Parties' heirs, successors and assigns.
15. Future Expenditures. After initial restoration of the Peace Candle, as described in Section 3 of this Agreement, the City shall, through its yearly budgeting process, allocate ongoing funds to ensure proper maintenance of the Peace Candle.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF SCAPPOOSE, OREGON

By: _____

Print Name: Michael Sykes

Title: City Manager

Date: _____

OWNER

By: _____

Print Name:

Date: _____

DRAFT

Exhibit A

EXHIBIT "A"
Legal Description

Beginning at a point on the Easterly right of way line of the Spokane, Portland and Seattle Railroad, said point being South 3° 45' East 2185.31 feet from the point where the Easterly railroad right of way line intersects the North line of the Jesse Miles Donation Land Claim in Section 13, Township 3 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon; thence South 3° 45' East along said Easterly railroad right of way line 382.84 feet; thence North 89° 03' East 227.83 feet; thence North 3° 45' West 382.84 feet; thence South 89° 03' West 227.83 feet to the point of beginning. EXCEPTING THEREFROM that portion conveyed to the City of Scappoose, Oregon by Dedication Deed recorded June 23, 2010 in Fee Number 2010-005134, Records of Columbia County, Oregon.

After recording, return to:
City Recorder
City of Scappoose
33568 E. Columbia Ave.
Scappoose, OR 97056

File No. _____

PEACE CANDLE SITE EASEMENT

KNOW ALL MEN BY THESE PRESENT, that VW I PDX LLC or assignee ("Grantor"), for good and fair consideration the receipt of which is hereby acknowledged, does hereby grant unto the CITY OF SCAPPOOSE, OREGON, a municipal corporation ("Grantee"), a permanent non-exclusive easement ("Site Easement") over, across and through the real property described in EXHIBIT A and depicted in EXHIBIT B ("Easement Area") for maintenance of the "Peace Candle Site," including but not limited to utilities specific to serving solely the "Peace Candle Site," landscaping within retaining walls, existing retaining walls, lighting, and associated facilities.

In consideration for this Peace Candle Site Easement the City agrees to provide repairs and maintenance to the Peace Candle Site. The true and actual consideration paid for this easement is **\$0**. However, the actual consideration includes other property or value given or promised.

TO HAVE AND TO HOLD Easement unto Grantee consistent with the following conditions and covenants:

- (1) Grantee through its officers, employees and agents has the right to enter upon the Easement Area in such a manner and at such times as Grantee determines reasonably necessary for maintenance of the "Peace Candle Site," including but not limited to: utilities specific to serving solely the "Peace Candle Site," landscaping within retaining walls, existing retaining walls, lighting, and associated facilities therein. This right shall be perpetual. Grantee shall have the right to immediate possession of the Site Easement described herein for the above purposes.
- (2) To the extent allowed by law, Grantee will hold harmless Grantor(s), his/her/their heirs, successors and/or assigns from claims or injury to person or property as a result of the fault of Grantee, that of its agents and/or employees in the operations or maintenance of the "Peace Candle Site" and associated facilities within the easement area.
- (3) Grantee is responsible for and shall bear all costs and liabilities of any kind related to the operation and maintenance of the "Peace Candle" within the said easement area.
- (4) Grantor shall not erect any structures in the Easement Area, without prior approval from the Grantee, but may use the surface of the Easement provided such use does not interfere with Grantee's operation and maintenance of the "Peace Candle" and associated facilities.
- (5) Grantor warrants and represents that the property subject to this Easement is free and clear of all liens and encumbrances, except those of record, and that Grantor has the right to grant this easement.

(6) Grantee shall, prior to any repair or maintenance of the "Peace Candle" and associated facilities, within the Easement area, notify the Grantor in writing in order to minimize disruption of Grantor's activities on the property.

(7) The terms, conditions and provisions of this Easement extend to and are binding upon the subsequent property owners if and when the property containing this Easement is sold by Grantor to a successor.

IN WITNESS WHEREOF, the undersigned grantor has executed this dedication on this ____ day of _____, 20____.

_____ Name of Grantor	_____ Signature
_____ Address	_____ Title
_____ Tax Statement Mailing Address (if different from above)	_____ Signature
	_____ Title

STATE OF OREGON)
) ss.
County of)

This instrument was acknowledged on this ____ day of _____, 20____, before me appeared, whose identity is proved to me on the basis of satisfactory evidence (name(s) of individual(s)); _____
as (type of authority) _____ on behalf of _____.

Notary Public for Oregon
My Commission Expires: _____

Approval and Acceptance Pursuant to ORS 93.808:

Accepted on behalf of the City of Scappoose this ____ day of _____, 20____.

City Manager

STATE OF OREGON)
) ss.
County of Columbia)

This instrument was acknowledged before me this ____ day of _____, 20____ as the City Manager of the City of Scappoose, a municipal corporation of the State of Oregon.

Notary Public for Oregon

My Commission Expires: _____

DRAFT

After recording, return to:
City Recorder
City of Scappoose
33568 E. Columbia Ave.
Scappoose, OR 97056

File No. _____

PEACE CANDLE ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that VW I PDX LLC or assignee ("Grantor"), for good and fair consideration the receipt of which is hereby acknowledged, does hereby grant unto the CITY OF SCAPPOOSE, OREGON, a municipal corporation ("Grantee"), a permanent non-exclusive access easement ("Access Easement") over, across and through the real property described in EXHIBIT A and depicted in EXHIBIT B ("Easement Area") for access to the "Peace Candle Site".

In consideration for this Peace Candle Access Easement the City agrees to provide repairs and maintenance to the Peace Candle Site. The true and actual consideration paid for this easement is **\$0**. However, the actual consideration includes other property or value given or promised.

TO HAVE AND TO HOLD Easement unto Grantee consistent with the following conditions and covenants:

- (1) Grantee through its officers, employees and agents has the right to enter upon the Easement Area in such a manner and at such times as Grantee determines reasonably necessary for access to the "Peace Candle Site." This right shall be perpetual. Grantee shall have the right to immediate possession of the Access Easement described herein for the above purposes.
- (2) To the extent allowed by law, Grantee will hold harmless Grantor(s), his/her/their heirs, successors and/or assigns from claims or injury to person or property as a result of the fault of Grantee, that of its agents and/or employees in the access to the "Peace Candle Site."
- (3) Grantor shall not erect any structures in the Easement Area, without prior approval from the Grantee, but may use the surface of the Easement provided such use does not interfere with Grantee's access to the "Peace Candle Site."
- (4) Grantee shall not be liable nor responsible for maintenance of Grantor's pavement, pavement striping, curbs, crosswalks, landscaping or site amenities within the "Peace Candle Access" Easement. Grantee shall be liable for any damage to Grantor's pavement, pavement striping, curbs, crosswalks, landscaping or site amenities within the access easement, provided that such damage is caused directly by Grantee.
- (5) Grantor warrants and represents that the property subject to this Access Easement is free and clear of all liens and encumbrances, except those of record, and that Grantor has the right to grant this easement.
- (6) Grantee shall, prior to accessing the "Peace Candle Site" upon the "Peace Candle Access" Easement, notify the Grantor in writing in order to minimize disruption of Grantor's activities on the property.

(7) The terms, conditions and provisions of this Easement extend to and are binding upon the subsequent property owners if and when the property containing this Easement is sold by Grantor to a successor.

IN WITNESS WHEREOF, the undersigned grantor has executed this dedication on this ____ day of _____, 20____.

_____ Name of Grantor	_____ Signature
_____ Address	_____ Title
_____ Tax Statement Mailing Address (if different from above)	_____ Signature
	_____ Title

STATE OF OREGON)
) ss.
County of)

This instrument was acknowledged on this ____ day of _____, 20____, before me appeared, whose identity is proved to me on the basis of satisfactory evidence (name(s) of individual(s)); _____
as (type of authority) _____ on behalf of _____.

Notary Public for Oregon
My Commission Expires: _____

Approval and Acceptance Pursuant to ORS 93.808:

Accepted on behalf of the City of Scappoose this ____ day of _____, 20____.

City Manager

STATE OF OREGON)
) ss.
County of Columbia)

This instrument was acknowledged before me this ____ day of _____, 20____ as the City Manager of the City of Scappoose, a municipal corporation of the State of Oregon.

Notary Public for Oregon
My Commission Expires: _____

SITE PLAN NOTES:

- NUMBER OF STRUCTURES PROPOSED: 2
- FOOTPRINT OF BUILDING A: 7615 SF
- FOOTPRINT OF BUILDING B: 7615 SF
- GROSS AREA OF BUILDING A: 10,000 SF
- GROSS AREA OF BUILDING B: 10,000 SF
- PARKING:
 - 1 SPACE PER UNIT, 100 UNITS = 100 SPACES
 - 1.5 SPACES PER 1,000 GROSS SQ. FT. = 15 SPACES
 - TOTAL PARKING REQUIRED: 114 SPACES
 - ACCESSIBLE PARKING: 14 SPACES
 - TOTAL PARKING PROVIDED: 114
- BICYCLE PARKING:
 - 8 SPACES PROVIDED INTERIOR TO BUILDING, 8 SPACES PROVIDED EXTERIOR TO BUILDING, 16 SPACES PROVIDED IN LOT.
- LANDSCAPING AREA: 21,245 SF
- UNIT BREAKDOWN - BUILDING A:
 - 1 UNITS (12)
 - 2 BEDROOM (12)
- UNIT BREAKDOWN - BUILDING B:
 - 1 BEDROOM (12)
 - 2 BEDROOM (12)
- REMARKS:
 - 17,400 SF OF OPEN SPACE PROVIDED

SITE PLAN KEYNOTES:

- 1. BICYCLE PARKING
- 2. "TRACE CHAIRS OF THE WORLD" TO REMAIN
- 3. PROPOSED CURB CUT AT 2ND STREET
- 4. 10' BUFFER ZONE PER 17,400 SF WHERE ACCESSIBLE PARKING IS REQUIRED
- 5. CROSSWALK LIGHTING
- 6. ACCESSIBLE PARKING: PROVIDE REQUIRED STRIPING AND SIGNAGE

SITE PLAN GENERAL NOTES:

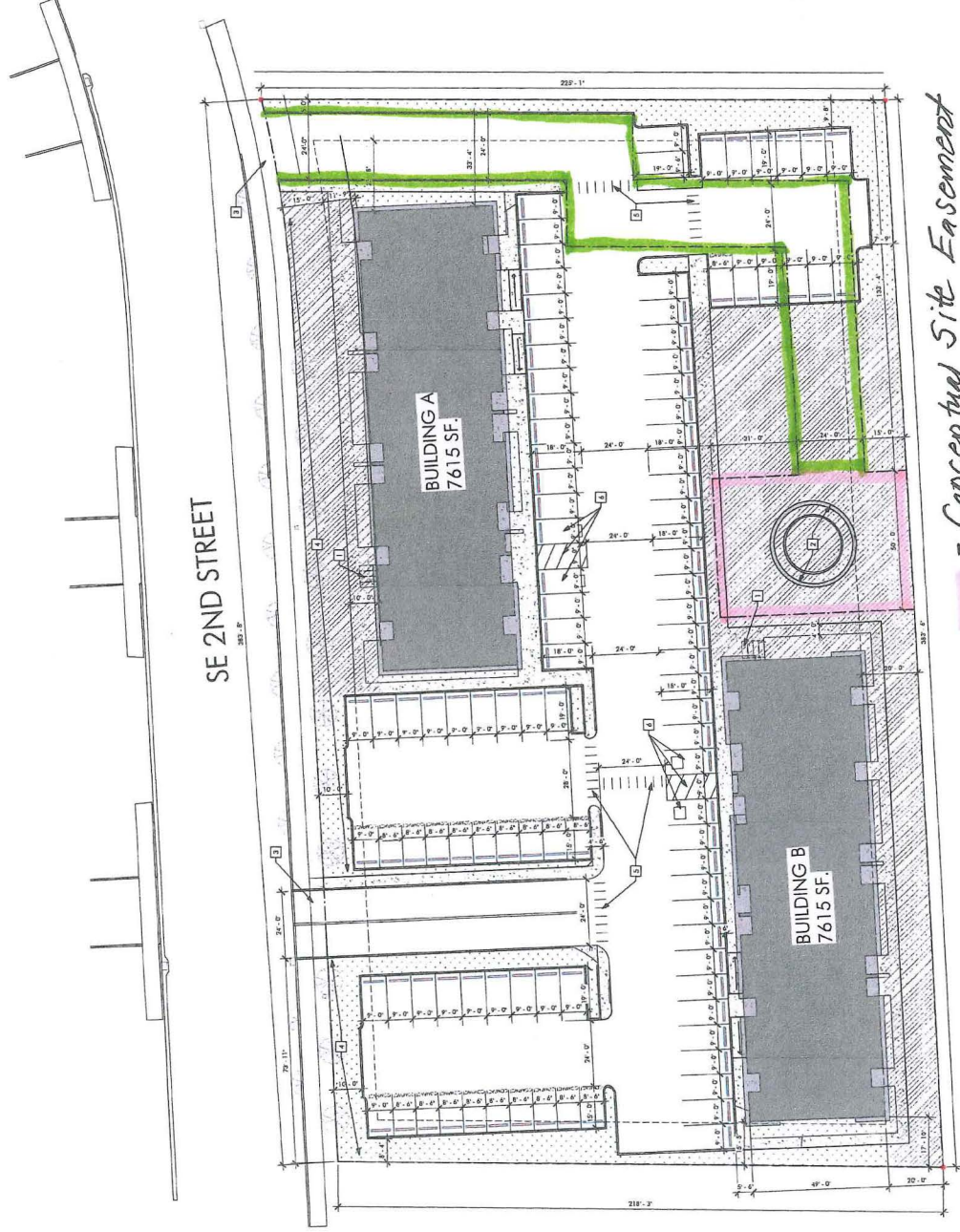
- 1. THE LOCATION OF ALL UNDERGROUND UTILITIES ARE SHOWN IN ANY APPROPRIATE WAY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. FAILURE TO VERIFY LOCATION AND DEPTH MAY BE OCCURRED BY THE CONTRACTOR.
- 2. PROVIDE CONSTRUCTION HATCHES AS REQUIRED TO SECURE SITE AND BUILDING DURING CONSTRUCTION.
- 3. EXISTING CURB SHOULD BE TAKEN TO PRESERVE EXISTING SLOPE OF TREES TO REMAIN.
- 4. REFER TO CIVIL DRAWINGS FOR GRADING. SITE IS REQUIRED TO MEET THE LAWS OF PLANNING AND ACCESSIBLE DESIGN. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LAWS OF PLANNING AND ACCESSIBLE DESIGN.
- 5. JOINTS IN CONCRETE SHALL BE NOTED AS E.L. ARE TO BE CONSTRUCTED AS EXPANSION JOINTS. ALL OTHER JOINTS SHOWN, TO BE TYPICAL CONSTRUCTION JOINTS, SEE CIVIL.
- 6. SEE LANDSCAPE DRAWINGS FOR LANDSCAPE AND IRRIGATION ELEMENTS.
- 7. SEE ELECTRICAL DRAWINGS FOR SITE LIGHTING.

SITE PLAN LEGEND:

- BUILDING AREA
- BUILDING OVERLAP/ADJACENT
- LANDSCAPING
- CONCRETE FLOOR/SEAL/PAVEMENT
- OPEN SPACE

LOT COVERAGE:

AREA	%
SITE AREA BUILDING	18%
BUILDING	18%
PARKING, DRIVEWAYS	57%
LANDSCAPE	25%
TOTAL SITE AREA	100%



- Conceptual Site Easement
- Conceptual Access Easement

CITY OF SCAPPOOSE

Council Action & Status Report

Date Submitted: April 29, 2020
Agenda Date Requested: May 4, 2020
To: Scappoose City Council
From: Alexandra Rains, Assistant City Manager
Subject: OWRD Water Project Grant

TYPE OF ACTION REQUESTED:

☒ Resolution

☐ Ordinance

☐ Formal Action

☐ Report Only

ANALYSIS: Over the past several years, City Council has identified local economic development as a priority and goal for the City. Within that goal, Council has also identified several objectives including support of OMIC and PCC, promotion of local businesses and support for development of the industrially zoned property in the NE portion of the City. In furtherance of that goal and its associated objectives, City Staff has worked to ensure that all master planning documents are up to date and that the infrastructure identified in those plans is available to support both the City's residents and development. Specifically, a comprehensive update to the City's Water Master was recently completed and the Plan identified the need for new sources of water in the near term, a need that staff hopes to be able to fulfill in significant part with the addition of a new basalt well near the Miller Rd. Treatment Plant.

In order to help cover the cost of said well, Staff has identified the Oregon Water Resources Department's (OWRD) Water Project Grant Program and, with Council's approval, would like to submit an application for this grant cycle which closes on May 28th, 2020. Additionally, should Council wish to move forward with an application, Staff requests a letter of support from Council, a copy of which has been provided along with this report.

Request for Council Action

FISCAL IMPACT: The City estimates that the Basalt Well at the Miller Rd. Treatment Plant will cost a total of \$1.7 million. The Water Project Grant has a match requirement of 25%, or \$425,000, in the case of this project. Those funds will be budgeted for FY 2020-2021.

RECOMMENDATION: Staff recommends City Council approve Resolution No. 20-07, thereby authorizing the City Manager to submit an application to OWRD's Water Project Grant program and delegating authority to the Mayor to sign a letter of support on behalf of Council.

SUGGESTED MOTION: I move Council approve Resolution No 20-07, thereby authorizing the City Manager to submit an application to OWRD's Water Project Grant program and delegating authority to the Mayor to sign a letter of support on behalf of Council.

RESOLUTION NO. 20-07

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCAPPOOSE
AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION FOR A WATER
PROJECT GRANT FROM THE OREGON WATER RESOURCES DEPARTMENT FOR
FUNDS TO DEVELOP A NEW WELL AT THE MILLER ROAD TREATMENT PLANT
FACILITY AND DELEGATING AUTHORITY TO THE MAYOR TO SIGN A LETTER OF
SUPPORT ON BEHALF OF CITY COUNCIL.

Whereas, the Oregon Water Resources Department is accepting applications for the
Water Project Grant Program; and

Whereas, the City of Scappoose desires to participate in this grant program to the
greatest extent possible as means of developing a new source of water; and

Whereas, the Scappoose City Council has identified the development of a vibrant
and diverse local economy as a 2020-2021 goal; and

Whereas, a new basalt well at the Miller Road Treatment Plant will support the full
development of the industrial area located in the NE portion of the City; and

Whereas, the City has the matching funds available required by the grant program.

Now, therefore, be it resolved:

Section 1: The Scappoose City Council hereby demonstrates its support for the
submittal of a Water Project Grant to the Oregon Water Resources Department for
development of a new well located at the Miller Road Treatment Plant

Section 2: The Scappoose City Council authorizes the City Manager to apply for a
Water Project Grant from the Oregon Water Resources Department on behalf of
the City for the development of a new well at the Miller Road Treatment Plant
and authorizes the Mayor to sign a letter of support for the project on behalf of the
City Council

Section 3: This Resolution shall be effective upon its passage.

PASSED AND ADOPTED by the Scappoose City Council and signed by me, and the
City Recorder, in authentication of its passage on this ____ day of May, 2020.

CITY OF SCAPPOOSE, OREGON

Scott Burge, Mayor

Attest: _____
Susan M. Reeves, MMC
City Recorder



SCAPPOOSE
Oregon

May 5, 2020

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301

Re: Support for Miller Rd. Treatment Plant Well Project

Please accept this letter of support from Scappoose City Council.

The City of Scappoose is experiencing significant economic growth following an Urban Growth Boundary expansion of 378 acres and two annexations totaling approximately 390 acres, providing the City with one of the largest undeveloped industrial sites in the Portland Region. All of this acreage, which constitutes approximately 20% of the City's total area, is currently being developed for industrial use. Cascades Tissue recently opened a new paper converting plant, with future phases planned, the Oregon Manufacturing Innovation Center (OMIC) has opened its doors and is planning for a second facility in the near future, Portland Community College has broken ground on its new campus located off of Wagner Court and Airpark Development LLC has completed the first two phases of the CZ Road Extension (and other applicable infrastructure) in order to create shovel ready parcels located on the east side of the Scappoose Airport.

In response to the considerable amount of growth outlined above, the City has made significant progress updating master planning documents, including our Water Master Plan, to identify what new infrastructure will be necessary to serve the industrial area at full build out. Of particular and immediate concern is the need for new sources of water, a need that the City hopes to remedy in large part by the addition of a new basalt well near the Miller Road Treatment Plant.

Scappoose City Council has made the "development of a vibrant and diverse local economy" one of our top goals for Fiscal Year 2020-2021 and, within that goal, we identified several objectives including the support of OMIC and PCC, promotion of local businesses and support for the completion of the CZ Road Extension on the east side of the airport. This economic goal and accompanying objectives will not be possible without the addition of new water sources to ensure that the industrial properties in the NE portion of the City will be served.

Scappoose City Council is very excited to watch future industrial development unfold in Scappoose and strongly supports of the Miller Rd. Treatment Plant Well Project.

Sincerely,

Mayor Scott Burge

CITY OF SCAPPOOSE

Council Action & Status Report

Date Submitted: April 17, 2020

Agenda Date Requested: May 4, 2020

To: Scappoose City Council

From: City Manager Michael Sykes

Subject: COVID-19 Hardship Program

TYPE OF ACTION REQUESTED:

☐ Resolution

☐ Ordinance

☒ Formal Action

☐ Report Only

ANALYSIS: The Scappoose community, like many communities across America and the World are suffering from the social, mental, health and economic hardships that are being triggered by the battle with the COVID-19 pandemic. Due to the devastating impact that the COVID-19 pandemic has had on our community, the City of Scappoose is considering offering a program that will help those affected.

The City is proposing to assist those individuals who have recently lost their jobs, or who own a small business that has had to close their doors to the public because of the Governor's Executive Order No. 20-12. Our plan is to offer a onetime credit of up to a \$100 applied to their Utility bill for any individuals who after March 13, 2020, lost their job, or to small business that has had to close due to the virus. Citizens can download an application from our website or contact the City at 503-543-7146 x221 for an application to be mailed to them. Once received, the City will determine if the applicant is eligible and notify them of our decision.

This program is not available to reimburse any payments that have already been received. Each applicant who is approved will have a onetime credit of up to a \$100 applied to their Utility Bill. This program expires on June 30, 2020.

Request for Council Action

FISCAL IMPACT: The City will appropriate \$25,000 from water and sewer revenues to fund this program.

RECOMMENDATION: The City Council authorize the City Manager to implement the COVID-19 Hardship program effective immediately.

SUGGESTED MOTION:

I move Council adopt the COVID-19 Hardship program and direct the City Manager to implement the provisions as proposed.



SCAPPOOSE
Oregon

Utility Bill Hardship Application

The Scappoose community, like many communities across America and the World are suffering from the social, mental, health and economic hardships that are being triggered by the battle with the Covid-19 pandemic. Due to the devastating impact that the Covid-19 pandemic has had on our community, the City of Scappoose is considering offering a program that will help those affected.

The City is proposing to assist those individuals who have recently lost their jobs, or who own a small business that has had to close their doors to the public because of the Governor's Executive Order No. 20-12. Our plan is to offer a onetime credit of up to a \$100 applied to their Utility bill for any individuals who after 3/13/2020, lost their job, or to small business that has had to close due to the virus. Citizens can download an application from our website or contact the City at 503-543-7146 x221 for an application to be mailed to them. Once received, the City will determine if the applicant is eligible and notify them of our decision.

This program is not available to reimburse any payments that have already been received. Each applicant who is approved will have a onetime credit of up to a \$100 applied to their Utility Bill. This program expires on June 30, 2020.

Utility Billing Account Number: _____

Email address: _____

Name: _____

Mailing address: _____

Phone number: _____

Reason for Hardship:

CITY OF SCAPPOOSE

May 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 City Council 7pm	5	6	7	8	9
10	11	12	13	14 Planning Commission meeting 7pm	15	16
17	18 City Council 7pm	19	20	21 *EDC ~ noon *Park & Rec Committee 6pm * Please call City Hall to confirm mtgs 503-543-7146	22	23
24/31	25 City Offices Closed ~ Memorial Day	26	27	28	29	30