



COUNCIL WORK SESSION

Wednesday, September 17, 2025 at 3:00 PM

COUNCIL MEMBERS:

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

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

AGENDA

CALL WORK SESSION TO ORDER

CLEARING CONFUSION AND SETTING THE FACTS STRAIGHT

1. Response to September 3 Visitor Comments

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

DISCUSSION TOPICS

2. 3:10PM - Employee Length of Service Recognition - Aaron Kunders 25 Years!
3. 3:15PM - Quarterly Reports from City Departments/Divisions (Informational)
4. 3:25PM - Review Agreement with Mackenzie for New Police Station at 1771 Columbia Blvd.
- *Jeff Humphreys, Mackenzie Architect*
5. 3:40PM - Review of Punch List Items from Downtown Projects - *Public Works Director Mouhamad Zaher*
6. 4:00PM - Review of Proposed Exclusive Negotiating Agreement (ENA) with Romano Properties for Potential Waterfront Development - *City Administrator John Walsh*
7. 4:15PM - Review Proposed Rates Increases for Waste Management Drop Box Services - *City Administrator John Walsh*
8. 4:25PM - Review Proposed Amendments to Parks & Recreation Manager Job Description - *City Administrator John Walsh*
9. 4:35PM - City Administrator Report

ADJOURN

EXECUTIVE SESSION

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

- *Labor Negotiations, under ORS 192.660(2)(d);*
- *Real Property Transactions, under ORS 192.660(2)(e);*
- *Exempt Records/Confidential Attorney-Client Privileged Memo, under ORS 192.660(2)(f); and*
- *Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h).*

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

FOR YOUR INFORMATION

Upcoming Dates to Remember:

- September 17, 3:00PM, City Council Work Session, Council Chambers/Zoom
- September 17, 6:30PM, City Council Public Hearing, Council Chambers/Zoom
- September 17, 7:00PM, City Council Regular Session, Council Chambers/Zoom

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

- PH: September 17, 6:30PM, Sale of City-Owned Property at 1300 Kaster Road described as Tax Account Nos. 11362, 11361, and 13215

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/83911917370?pwd=GGqSTcLUzm66rcLRBH1pyFdaHz3DTX.1>
Passcode: 763313
Phone one-tap: +13462487799

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

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

CLARIFICATION MEMO TO PUBLIC COMMENT



For City Council Meetings held on September 3, 2025

There are no responses to visitor comments for the September 3, 2025, City Council meetings.

LENGTH OF SERVICE RECOGNITION



To: Mayor and City Council

From: Kathy Payne, Human Resources Coordinator/City Recorder

Date: September 17, 2025

I am happy to announce that we have one employee who has reached a milestone in their employment with the City of St. Helens. The following individual will be recognized at the September 17 Work Session.

25 Years!

Aaron Kunders started working with the City on September 11, 2000 as a WWTP Operator II. Within the following five years, Aaron rose up to an Operator IV. In 2009, he became the Operations and Pretreatment Supervisor. Upon the retirement of the WWTP Superintendent, Aaron was promoted to that position in 2009. In 2022, with some department restructuring, Aaron took over the Water Filtration Facility, and his division of Public Works was changed to Water Quality and his title was changed to Water Quality Manager.

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

QUARTERLY REPORT TO COUNCIL

Meeting Date: September 17, 2025
Prepared by: Crystal King
Department: Administration
Division: Communications
Reporting Period: June – August 2025
CC: City Administrator John Walsh



Item #3.

1. General Operations (QUARTER/YTD)

- **Press Releases:** 13/25
- **Social Media Posts:** 418/972
- **Newsletters:** 8/26
- **Media Request:** 9/73
- **Radio:** 1/3

Stats include reporting for all department/division support

2. Staffing & Personnel

- **Staffing support for other divisions:** Communications staff are providing ongoing monthly Planning Commission coverage and some additional planning support during associate planner vacancy
- **Recent staff trainings:**
 - Kerrville, Texas Flooding Crisis Insights: Communications on the Ground with JIC participants (3CMA)
 - Low Lift Video Tips for Social (GSM)
 - Eyes in the Sky: Using Drones in Government Communications (3CMA)
 - Gov (Non) Fiction: Lights, Camera...Local Government (3CMA)
 - Cross-Generational Tips for Engagement (GSM)

3. Projects & Initiatives*

A. Key Projects

- **Levitt Foundation grant for 13 Nights on the River, public voting:** City produced comms assets for public voting campaign for grant competition in partnership with St. Helens Main Street Alliance, including press release, special newsletters, social media assets, poster and postcard graphics, etc.
- **Extreme Weather Group and Cooling Centers:** Prepared to stand up Cooling Center three times this summer based on NWS alert statuses. Cooling Center activated once for four-day period. Includes calls for staffing and volunteers, supplies and logistics coordination with partner agencies, notification to emergency responders, coordination and confirmation of info with alternate community cooling locations, press release, website alert, flyer creation and distribution, social media alerts, share garbage service timing changes
- **Summer Event promotions:** Assist with promoting 13 Nights on the River concert series, Community Day in the Park, Independence Day Celebration, Summer Library Challenge, Summer Recreation Camps and Programming, Crafting with a Cop series

- **Waterfront Ribbon Cutting Event:** Assist in preparation and logistics for waterfront ribbon cutting celebration
- **Kiwanis Parade City Entry:** Coordinate staffing and vehicles for City entry in Kiwanis Community Parade
- **Miscellaneous Community Info Highlights:** Info out about UB text scam, Dalton Lake Kiosk signage, Council clarification memo coordination with management and City attorney review, McCormick Park restroom closure, annual street striping project, Gable Road Rapid Flashing Beacon project, splash pad opening date, Castilleja graduation from FBI National Academy, Council recognition of waterfront businesses during construction, traffic alerts for summer events on local streets, non-utility bill fees update, Summer Library Challenge post-event pics, Library genealogy conference, Chief Smith appointment, Friends of Nob Hill YTD volunteer recap, etc.

B. Upcoming Projects

- **Fall/Winter Event Highlights and Promotion:** Recreation fall and winter programming, new fall Library storytimes, Spirit of Halloweentown, and Christmas Ships Parade and Holiday Event
- **CCSO Trunk or Treat City Booth:** Official date TBD
- **Waterfront Project Updates:** Site investments, etc.
- **Library Card Signup Month:** Online/social features in September
- **Genealogy Conference:** Help promote signups for Many Lands, Many People, September 20 at St. Helens Public Library

* Communications projects are usually dictated by necessary support to other department/division projects. Please refer to corresponding department/division reports for more detailed project descriptions.

4. Upcoming Events & Important Dates

- Spirit of Halloweentown, September 27-October 31, 2025
 - APWA Session Presentation with Engineering Team, October 30
 - CCSO Trunk or Treat City, Library, PD booth, Date TBD
 - Christmas Ships Parade and Holiday Event, December 13
-

QUARTERLY REPORT TO COUNCIL

Meeting Date: 9/17/25
Prepared by: Shanna Duggan
Department: Administration
Division: Recreation
Reporting Period: May – September 2025
CC: City Administrator John Walsh



1. General Operations

- St. Helens Recreation Program completed School Year 2 of the 21st CCLC Grant which is a partnership with the St. Helens School District. We also had a partnership for Summer Programming this year.
- Funded for the 3rd year of the grant.
- St. Helens Recreation Program offered 18 Summer Camps for 2025, including a summer camp that was in partnership with the Ford Family Foundation and Oregon State University and provided Middle School STEM activities for a free week.
- Summer partners and programs with the St. Helens Public Library and the St. Helens Police.
- Outreach at Kiwanis, Women's Power Hour, Rotary and Columbia Art Guild.
- Cohosted two community clothing swaps.

2. Staffing & Personnel

- The St. Helens Recreation currently filled all our after-school positions with local community members and four high school students.
- We completed our CPR First Aid, Food Handlers Certificates and 4 hours of onboarding training.
- St. Helens Recreation Manager Shanna Duggan completed one year Portland Community College Certificate in Management and Supervisory Development.

3. Projects & Initiatives

A. Ongoing Key Projects

- Launching four afterschool programs for 25/26, this is in partnership with the St. Helens School District.
- Basketball signups will be posted in the next month.
- CPR Classes offered monthly through a local community member
- Open play offered at the St. Helens Community Center
- Rentals to non-profits

B. Upcoming Projects

- Volunteer program at the Community Center to help with donations and prep for programs. Launching on 9/15/25 no funding needed.
- Exploring grant opportunities to expand programs.

- Renewing partnerships with local non-profits/businesses.

4. Upcoming Events & Important Dates

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

Celebrate the 26th annual Lights On Afterschool Oct. 23, 2025

October 25th, Kiwanis Children's Fair

[Oregon Department of Education : Title IV-B, Nita M. Lowey 21st Century Community Learning Centers \(21st CCLC\) : Title IV-B 21st Century Community Learning Centers \(CCLC\) : State of Oregon](#)

[Lights On Afterschool](#)

[Be an Inventor with iINVENT! | Precollege Programs | Oregon State University](#)

ADDITIONAL SERVICE AGREEMENT

Between **Client** and **Mackenzie**

This **ADDITIONAL SERVICE AGREEMENT** is made as of the 31st day of July in the year 2025, by and between the following parties, for services in connection with the Project identified below:

Client:	City of St. Helens John Walsh jwalsh@sthelensoregon.gov 265 Strand Street St. Helens, OR 97051
Mackenzie:	1515 SE Water Avenue, Suite 100 Portland, OR 97214
Project:	St Helens Police - 1771 Columbia: DD-Permit/CCA
Mackenzie Project Number:	2210310.11/.06

Client and **Mackenzie** agree as follows:

1. BASIS OF DESIGN

- 1.1 The following are updates to the original basis of design, as listed in our original proposal dated September 27, 2021, and as updated in our Additional Service Agreement dated June 5th, 2023 (Exhibit A). These updates are based on the St. Helens Public Safety Building Design Development Set, dated July 25, 2023.
- 1.2 This agreement quantifies the changes and new scope that will be required for the project. There are dollars in the current agreement to cover part of the cost for these new services. There is \$280,419 (fixed fee) remaining from the last additional service under 2210310.05 and \$320,000 (T&M) remaining from the last additional service under 2210310.06. Dollars remaining from those contracts will be applied to the cost of these professional services. All fixed fee dollars remaining under (.05) will be transferred to the (.11) sub-number. All (.06) T&M dollars will remain in the (.06) sub-number and that contract will be increased to accommodate updated billing rates since 2023. Additional dollars to perform the new work, under 2210310.11 and 2210310.06, are listed in the table summary herein.
- 1.3 The building designed as part of the last additional service and as shown in the Design Development set, dated July 25, 2023, will be utilized at a new site located at 1771 Columbia Street, St. Helens, OR, 97051. It is assumed that no alterations to the building design will need to be made except for the following:

ADDITIONAL SERVICE AGREEMENT

St Helens Police - 1771 Columbia: DD-Permit/CCA

Project Number 2210310.11/.06

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- 1.3.a VE Options listed as “approved” in the Howard S. Wright Budget Revision Tracker dated June 23, 2025 (Exhibit B).
- 1.3.b Relocation of the vestibule doors to accommodate public entry from the east side of the building.
- 1.3.c Updates to the exterior wall assemblies and detailing to meet the new Oregon Energy Efficiency Specialty code, which has been effective since January 1, 2025.
- 1.4 The building is assumed to be approximately positioned per the green box on the sanitary line mark-up provided to John Walsh via e-mail on July 14, 2025 (Exhibit C). The design team will explore a second option during the new Design Development phase that includes mirroring the building to try to avoid the sanitary easement all together. If the second option, to mirror the building, is selected for the final placement, the design team will perform those building updates for an additional fee under an additional service. Potential impacts of mirroring the building will include drawing updates to dimensions, views, sheets, and Revit modeling. Additional services for ROW vacation may also be needed.
- 1.5 The civil design and landscape design will need to be completely redeveloped as part of this effort. New site design will be provided in the new Design Development phase.
- 1.6 The Land Use Application process will need to start anew for the new site.
- 1.7 The City has retained a CM/GC (Howard S. Wright), who will be providing cost estimating and pre-construction services. It is our understanding that the Construction Document set will be utilized for bidding and the GMP establishment.
- 1.8 Right-of-way improvements will be required on all four (4) rights-of-way surrounding the block (Columbia Boulevard, S 17th Street, S 18th Street, and Cowlitz Street). Right-of-way improvement requirements are assumed to be as listed in an e-mail from Jacob Graichen on July 24, 2024 (Exhibit D). If additional improvements are required as part of this project, they will be performed as an additional service.
- 1.9 The new project budget is understood to be \$12,600,000, inclusive of soft costs. The City has accepted VE items as listed in Exhibit B to bring the project into the new budget. Any changes to the identified VE strategies or additions will be assessed and performed as an additional service.
- 1.10 In accordance with your request, we will perform the tasks outlined below for subject project. It is agreed that these tasks will be provided as Additional Services in accordance with our original agreement for this project, dated October 13, 2021. All terms and conditions, including assumptions and exclusions, of the original agreement remain in effect unless modified in this Additional Service.

2. SCOPE OF SERVICES

ADDITIONAL SERVICE AGREEMENT

St Helens Police - 1771 Columbia: DD-Permit/CCA

Project Number 2210310.11/.06

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Item #4.

- 2.1** Scope of Services as listed in the 2210310.05/.06 additional services agreement dated June 5, 2023, and revised June 29, 2023, and July 11, 2023 (Exhibit A), with the following modifications:

2.1.a Design Development (DD):

2.1.a.1 Update "Time Duration" to "six (6) weeks plus three (3) weeks of Cost Estimating".

2.1.a.2 Provide Design Development documents based on approved Design Development documents dated July 25, 2023, on the new 1771 Columbia Boulevard site. Design documents shall illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size, and appearance of the project by means of plans, sections, elevations, and typical construction/finish details and may include interior equipment and/or furniture layouts. The DD documents shall include the approved Value Engineering options (VE) as shown in Exhibit B.

2.1.a.3 Change "Conditional Use Permit" to "Site Development Review".

2.1.a.4 Delete scope item: 8.F, 8.G., 8.I., and 8.J.

2.1.a.5 In deliverable item 1.B.IV., update to "Public right-of-way drawings for four (4) frontages".

2.1.a.6 In deliverable item 2, delete "and Sensitive Lands Permit".

2.1.a.7 Add "Acoustic Site Noise Report" to list of deliverables.

2.1.a.8 Add "Updated DD Acoustic Report" to list of deliverables.

2.1.b Construction Documents (CD):

2.1.b.1 Update "Time Duration" to "10 weeks plus three (3) weeks of Cost Estimating".

2.1.b.2 Update deliverable item 1.B.VI. to "Public right-of-way improvement drawings for four (4) frontages".

2.1.b.3 Add "CD Acoustic Report" to list of deliverables.

- 2.1.c** See attached PAE and SSA Acoustics, LLP proposals (Exhibit E and F) for additional information. All other scope listed in proposal identified above is still included as part of this additional service.

- 2.2** If services include submittal review, Mackenzie shall make a limited review and take appropriate action on specified Contractor's submittals. Such review shall be only for general conformance with the design concept and general compliance with the requirements of the Contract Documents. The limited review shall not include, for example, review of quantities, dimensions, weights, metal gauges, fabrication

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St Helens Police - 1771 Columbia: DD-Permit/CCA

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processes, construction methods, coordination of the Work, performance of equipment or systems designed by the Contractor, or construction safety precautions, all of which are the sole responsibility of the Contractor. Mackenzie's review of the specified submittals shall be limited solely to those specific substitutions to or deviations from the Contract Documents which the Contractor has clearly called to Mackenzie's attention and which are followed by Mackenzie's acceptance in writing. Mackenzie's review shall be conducted with reasonable promptness consistent with sound professional practices. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, Mackenzie shall be entitled to rely upon such certification to establish that materials, systems or equipment will meet the performance criteria required by the Contract Documents.

- 2.3** If services include construction contract administration, Mackenzie may visit the site at intervals Mackenzie deems appropriate to the stages of construction to become generally familiar with the progress and quality of the Work completed and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with plans and specifications and other Contract documents. However, Mackenzie shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, Mackenzie shall keep Client informed of the progress and quality of the Work, and shall endeavor to guard company against defects and deficiencies in the Work.
- 2.4** Mackenzie shall not have control over, be in charge of, or be responsible for construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Mackenzie shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the plans and specifications. Mackenzie shall not have control over or charge of acts or omissions of any contractor, subcontractor, or agents or employees of Contractor and Subcontractors, or of any other persons performing portions of the Work.

3. EXCLUSIONS

- 3.1** No services are included in this agreement other than those specifically set forth in the Scope of Services. In addition to any Exclusions outlined within the project proposal (if attached), items which are specifically excluded from the Scope of Services include, but are not limited to the following: None at this time.
- 3.2** For additional exclusions related to the Scope of Services of our retained consultant(s), refer to their attached proposals.

4. TERMS AND CONDITIONS

- 4.1** Mackenzie may have consultants perform such portions of its services as it feels advisable in its professional opinion and discretion.

ADDITIONAL SERVICE AGREEMENT

St Helens Police - 1771 Columbia: DD-Permit/CCA

Project Number 2210310.11/.06

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4.2 The Scope of Services includes Mackenzie's assistance in applying for and obtaining permits and approvals normally required by law. The Scope of Services does not include, however, the fees for permits and approvals or Mackenzie's services for the preparation of research studies, special documentation, or special tests necessary for obtaining permits and approvals. Client is responsible for payment of all governmental fees (Building Permit fees, Design Review fees, or any other fees paid to public agencies having jurisdiction over the project). In some instances, in order to expedite the project, Mackenzie may pay such fees on behalf of the Client. In such cases, Client agrees to pay Mackenzie for such fees at cost plus 10%.

4.3 All other provisions of our original agreement for this project apply to these services.

5. PAYMENT

5.1 2210310.11: Lump Sum Fixed Fee of \$603,550.

5.1.a Design Development (including Land Use), Construction Documents, Permitting, and Bid Assistance Services.

5.1.b Any services performed beyond the scope of services set forth above shall be for additional fees.

5.2 2210310.06: Time and Materials Estimate of \$355,100.

5.2.a Construction Contract Administration (CCA) will be performed on an hourly basis in accordance with the attached Hourly Billing Rate Schedule.

5.2.b It is understood that this estimate for CCA is neither a minimum nor a maximum, but simply an estimate of the level of effort we anticipate will be required for the scope of services described.

5.2.c Any services performed beyond the scope of services set forth above shall be for additional fees.

5.3 The total fee for DD through CCA is \$958,650.

5.4 There is \$280,419 left in project number 2210310.05 that will be transferred to new project number 2210310.11. Project number 2210310.05 will be closed out as part of this additional services contract.

5.5 There is \$320,000 left in project number 2210310.06 for Construction Contract Administration, that will be applied to the new T&M estimate provided above.

5.6 After the amounts above are transferred from previous contract, the new funds requested as part of this additional service shall be \$358,231.

5.7 Please see attached fee table (Exhibit G) for additional fee breakdown.

ADDITIONAL SERVICE AGREEMENT

St Helens Police - 1771 Columbia: DD-Permit/CCA

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- 5.8 Reimbursable costs are excluded in the Contract Fee above. Reimbursable costs for services accomplished by in-house personnel (printing, faxing, copying, mileage, etc.) will be billed at standard rates. Other reimbursable costs (outside printing, outside delivery services, rideshare vehicles, application-based transportation, photography, Federal Express, Express Mail, etc.) will be billed at cost plus 10%.
- 5.9 Mackenzie has estimated the reimbursable total expenses at \$6,000 and will not exceed this amount without prior authorization.
- 5.10 Consultants' fees are included in the Contract Fee. Consultants' fees will be billed at cost plus 10%.
- 5.11 All fees and costs are due 30 days after they are billed, and accrue service charges of 1.5% per month beginning 45 days from date of invoice. It is specifically understood that Mackenzie may cease providing services if accounts remain unpaid 45 days from date of invoice. It is agreed that Mackenzie will not be responsible for damages which arise from such cessation or termination of services. If payment is not timely made, Client will reimburse Mackenzie for all costs or expenses reasonably incurred by Mackenzie in collecting sums due Mackenzie, including, without limitation, attorneys' fees.

This **ADDITIONAL SERVICE AGREEMENT** is entered into as of the day and year first written above between **Client** and **Mackenzie**.

CLIENT(Signature)

(Printed Name)

(Title)

(Date Executed)

MACKENZIE(Signature)

Jeff Rhys Humphreys, Architect
(Printed Name)

Principal in Charge
(Title)

(Date Executed)

ADDITIONAL SERVICE AGREEMENT

St Helens Police - 1771 Columbia: DD-Permit/CCA

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Exhibit(s): Exhibit A – Executed Mackenzie additional services agreement dated June 5, 2023 and revised June 29, 2023 and July 11, 2023
 Exhibit B – Howard S. Wright Budget Revision Tracker dated June 23, 2025
 Exhibit C – Sanitary Line Mark-up by Mackenzie dated July 14, 2025
 Exhibit D – E-mail from Jacob Graichen dated July 24, 2024
 Exhibit E – PAE Proposal Dated August 4, 2025
 Exhibit F – SSA Acoustics, LLP Proposal Dated August 4, 2025
 Exhibit G – Fee Table
 Exhibit H – Reimbursable Billing Rates Schedule
 Exhibit I – Hourly Billing Rate Schedule

c: Accounting Department
 Adrienne Linton, David Linton – Mackenzie

MACKENZIE.

ADDITIONAL SERVICE AGREEMENT

Between **Client** and **Mackenzie**

This **ADDITIONAL SERVICE AGREEMENT** is made as of the 5th day of June in the year 2023, by and between the following parties, for services in connection with the Project identified below:

Client:	City of St. Helens John Walsh 265 Strand Street St Helens, OR 97051
Mackenzie:	1515 SE Water Avenue, Suite 100 Portland, OR 97214
Project:	St Helens Public Safety Building - Design Update DD-CCA
Mackenzie Project Number:	2210310.05/.06

Client and **Mackenzie** agree as follows:

1. BASIS OF DESIGN

- 1.1 Basis of design is as described in attached proposal, Exhibit A.
- 1.2 In accordance with your request, we will perform the tasks outlined below for subject project. It is agreed that these tasks will be provided as Additional Services in accordance with our original agreement for this project, dated October 13, 2021. All terms and conditions, including assumptions and exclusions, of the original agreement remain in effect unless modified in this Additional Service.

2. SCOPE OF SERVICES

- 2.1 The Scope of Services is as described in attached proposal, Exhibit A.
- 2.2 If services include submittal review, Mackenzie shall make a limited review and take appropriate action on specified Contractor's submittals. Such review shall be only for general conformance with the design concept and general compliance with the requirements of the Contract Documents. The limited review shall not include, for example, review of quantities, dimensions, weights, metal gauges, fabrication processes, construction methods, coordination of the Work, performance of equipment or systems designed by the Contractor, or construction safety precautions, all of which are the sole responsibility of the Contractor. Mackenzie's review of the specified submittals shall be limited solely to those specific



ADDITIONAL SERVICE AGREEMENT

St Helens Public Safety Building - Design Update DD-CCA

Project Number 2210310.05/.06

June 5, 2023

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substitutions to or deviations from the Contract Documents which the Contractor has clearly called to Mackenzie's attention and which are followed by Mackenzie's acceptance in writing. Mackenzie's review shall be conducted with reasonable promptness consistent with sound professional practices. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, Mackenzie shall be entitled to rely upon such certification to establish that materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.3 If services include construction contract administration, Mackenzie may visit the site at intervals Mackenzie deems appropriate to the stages of construction to become generally familiar with the progress and quality of the Work completed and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with plans and specifications and other Contract documents. However, Mackenzie shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, Mackenzie shall keep Client informed of the progress and quality of the Work, and shall endeavor to guard company against defects and deficiencies in the Work.

2.4 Mackenzie shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Mackenzie shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the plans and specifications. Mackenzie shall not have control over or charge of acts or omissions of any contractor, subcontractor, or agents or employees of Contractor and Subcontractors, or of any other persons performing portions of the Work.

3. EXCLUSIONS

3.1 No services are included in this agreement other than those specifically set forth in the Scope of Services. In addition to any Exclusions outlined within the project proposal (if attached), items which are specifically excluded from the Scope of Services include, but are not limited to the following: None at this time.

4. TERMS AND CONDITIONS

4.1 The Scope of Services includes Mackenzie's assistance in applying for and obtaining permits and approvals normally required by law. The Scope of Services does not include, however, the fees for permits and approvals or Mackenzie's services for the preparation of research studies, special documentation, or special tests necessary for obtaining permits and approvals. Client is responsible for payment of all governmental fees (Building Permit fees, Design Review fees, or any other fees paid to public agencies having jurisdiction over the project). In some instances, in order to expedite the project, Mackenzie may pay such fees on behalf of the Client. In such cases, Client agrees to pay Mackenzie for such fees at cost plus 10%.

ADDITIONAL SERVICE AGREEMENT

St Helens Public Safety Building - Design Update DD-CCA

Project Number 2210310.05/.06

June 5, 2023

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4.2 All other provisions of our original agreement for this project apply to these services.

5. PAYMENT

5.1 Contract Fee will be:

- 5.1.a 2210310.05: Lump Sum Fixed Fee of \$633,000
Design Development, Construction Documents, Permitting, and Bid Assistance Services.
- 5.1.b 2210310.06: Estimate of \$320,000
Construction Contract Administration (CCA) will be performed on an hourly basis in accordance with the attached Hourly Billing Rate Schedule.
- 5.1.c It is understood that this estimate for CCA is neither a minimum nor a maximum, but simply an estimate of the level of effort we anticipate will be required for the scope of services described. Any services performed beyond the scope of services set forth above shall be for additional fees.
- 5.1.d There is \$340,572 remaining from the original contract. The cost of part of these professional services will reallocate dollars from the remaining contract amount.

5.2 All fees and costs are due 30 days after they are billed, and accrue service charges of 1.5% per month beginning 45 days from date of invoice. It is specifically understood that Mackenzie may cease providing services and terminate Agreement if accounts remain unpaid 45 days from date of invoice. It is agreed that Mackenzie will not be responsible for damages which arise from such cessation or termination of services. If payment is not timely made, Client will reimburse Mackenzie for all costs or expenses reasonably incurred by Mackenzie in collecting sums due Mackenzie, including, without limitation, attorneys' fees.

ADDITIONAL SERVICE AGREEMENT


St Helens Public Safety Building - Design Update DD-CCA

Project Number 2210310.05/.06

June 5, 2023

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This **ADDITIONAL SERVICE AGREEMENT** is entered into as of the day and year first written above between **Client** and **Mackenzie**.



CLIENT(Signature)Rick Scholl

(Printed Name)Mayor

(Title)7/19/23

(Date Executed)

MACKENZIE(Signature)Jeff Rhys Humphreys, Architect

(Printed Name)Principal in Charge

(Title)July 11, 2023

(Date Executed)

Enclosure(s): Exhibit A – Mackenzie proposal dated June 6, 2023, revised June 29, 2023, revised July 11, 2023

c: Accounting Department
Adrienne Linton – Mackenzie

MACKENZIE.

June 6, 2023 (*Revised June 29, 2023*) (*Revised July 11, 2023*)

City of St. Helens
Attention: John Walsh
265 Strand Street
St. Helens, OR 97051

Re: **St. Helens Public Safety Building – Design Update DD-CCA**
Project Number 2210310.05/.06

Dear John:

Mackenzie appreciates this opportunity, and we are pleased to present to the City of St. Helens (“Client”) the following Additional Scope of Services and fee proposal for your Public Safety Building.

Per our conversations, Mackenzie’s integrated team of design professionals will provide architectural, interior design, structural engineering, civil engineering, landscape architecture, traffic engineering, and land use planning services for the above project. We believe an integrated strategy provides a unique capacity for creative problem solving: each discipline is informed by its neighbors, with an ongoing cross-pollination of ideas and processes. Working within a well-understood team framework, colleagues with widely variable areas of experience have the opportunity to form creative partnerships and tease out solutions that aren’t obvious within the bounds of a single discipline.

Our team has been chosen specifically for their technical knowledge and design expertise related to this project type, with a demonstrated ability to successfully deliver project with a high level of client service. Our team is composed of the following staff and roles:

- Jeff Humphreys – Principal in Charge, Architect of Record
- Adrienne Linton – Project Manager | Project Architect
- Iris Wu – Architectural Designer
- Thomas Peck – Design Lead
- David Linton – Structural Engineer of Record
- Alexis Bauer – Interior Designer
- Nicole Ferreira – Landscape Architect
- Bailey Currier – Civil Engineer
- Brian Varricchione – Land Use Planner
- Brent Ahrend – Traffic Engineer

In addition, Mackenzie will retain PAE Engineering (PAE) for mechanical, electrical, plumbing, and low-voltage engineering services, and SSA Acoustics for acoustical consulting. The services are described within the following scope. See Attachment A for the PAE proposal and Attachment B for SSA Acoustics proposal.



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- Dave Williams – PAE, Mechanical/Plumbing Engineer of Record
- Jeremy Galvin – PAE, Electrical /Lighting Engineer of Record
- Ryan Sennett – PAE, Technology Designer of Record
- Andrew Comstock – PAE, Mechanical/Plumbing
- Brent Medsker – PAE, Lighting
- David Koukel – PAE, Technology
- Alan Burt – SSA Acoustics

Our Basis of Design along with our detailed Scope of Services by phase is as follows:

BASIS OF DESIGN

The following describes in detail the elements that define the basis of our proposal.

1. The following are updates to the original basis of design, as listed in our original proposal dated September 27, 2021. These updates are based on the St. Helens Public Safety Building Schematic Design Document Set dated April 3, 2023.
2. This agreement quantifies the changes and new scope that will be required for the project. There are dollars in the current agreement to cover part of the cost for these new services. There is \$340,572 remaining from the original contract (inclusive of 2210310.00/.02/22103.04). Dollars remaining from the original contract amount will be applied to the cost of these professional services. Additional dollars required to perform the work are listed in the table summary herein.
3. The new building is approximately 11,600 square feet (SF), including the covered carport, and includes 2.1 acres of site area to be developed.
4. The project is pursuing a CM/GC process. It is our understanding that the Construction Document set will be utilized for bidding and the GMP establishment. CM/GC review of the contract documents will occur concurrent to the development of the documents and with any revisions/clarifications to the documents occurring before the conclusion of the CD phase. Any substitution requests after the construction documents are complete will need to be evaluated for the amount of time to review and implement the changes so the Client can evaluate the merits of the design team reviewing the substitution request.
5. It is our understanding that the project costs and soft costs will be tracked by the Owner's Representative (OTAK) for phases DD through CCA.
6. The City of St. Helens did not require right-of-way frontage improvements for the original design (Construction Document Set dated October 20, 2022); however, in the pre-application meeting for the design update held on May 1, 2023, the City of St. Helens added the right-of-way improvements for the eastern edge of Kaster Road, between the new building driveway and Fir Street. No frontage improvements will be required to Fir Street.
7. The project budget was noted to be approximately \$12,600,000 prior to the start of the design updates. Mackenzie's Cost Estimator (CFI) put together a construction cost estimate based on the Schematic Design Package dated April 3, 2023. The projected construction value of the design is between \$8,943,558 and \$9,664,257, including Alternates 1 (add), 2 (deduct), and 3 (deduct). After projected soft costs and contingencies, the design was estimated to be between \$12,310,890 and \$13,051,696. The Mackenzie Design Team presented Value Engineering Options to the Client on May 4, 2023. The Client approved an additional approximately \$191,069 in value engineered items to bring the project budget moving forward to between \$12,119,821 and \$12,860,627. This range was accepted by the Client in the 5/4/2023 meeting and formalized in meeting minutes.

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SCOPE OF SERVICES

Design Development

Time Duration: 8 weeks

Provide Design Development documents based on approved Schematic Design documents dated 4/3/2023. Design documents shall illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size, and appearance of the project by means of plans, sections, elevations, and typical construction/finish details and may include interior equipment and/or furniture layouts.

Design Development shall include:

1. Meet remotely via “Microsoft Teams” video conference with Client to kick off design development phase services.
2. Prepare for pre-application meeting with the City of St. Helens Planning Department.
3. Attendance at the pre-application meeting by Mackenzie architect, civil engineer, and land use planner. Mackenzie will develop meeting notes from the pre-application meeting.
4. Obtain written approval from Client to proceed with Conditional Use Permit, utilizing the Schematic Drawings dated April 3, 2023, as the basis for the submittal with other documents described herein.
5. Coordinate with Client and consultants to identify and prepare/assemble land use application and supporting documents as required by Client.
6. Prepare burden of proof materials including narrative addressing approval criteria/policies, maps, and other materials necessary to describe the design intent in accordance with City of St. Helens Community Development Code.
7. Review materials including Schematic Design drawings and other materials necessary to describe the design intent in accordance with City of St. Helens Community Development Code.
8. Compile materials for Conditional Use Permit:
 - A. Application Form.
 - B. Application Fee (by Client).
 - C. Burden of proof narrative.
 - D. Design Development Drawings
 - E. Vicinity Map.
 - F. Wetland delineation report (by others).
 - G. Natural resource analysis for wetland buffer impacts (by others).
 - H. Preliminary stormwater report.
 - I. Floodplain boundary and elevation documentation (by Client’s floodplain consultant).
 - J. Floodplain cut/fill analysis.
 - K. Geotechnical report (by others).
9. Submit narrative and required supporting materials to City.
10. Monitor application through completeness review (no more than 30 days per Oregon law); revise land use narrative and provide additional materials for up to one (1) response. If deemed incomplete, assumes completeness response can be prepared (including any items from Client) within three (3) weeks of receipt of incomplete notice.
11. Review draft Conditional Use Permit decision with Client and provide recommendations to address potential issues and conditions of approval.
12. Prepare for and attend one (1) Conditional Use Permit hearing with St. Helens Planning Commission. Present the project on behalf of Client. No continuances and/or appeals included at this time.

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13. Monitor appeal period.
14. Review final decision with Client.
15. Review details of the decision and conditions of approval with the design team for their use incorporating it into permit drawings.
16. Re-develop preliminary building code analysis to establish type of construction, use, occupancy, required separations, exiting, preliminary fire/life/safety review, vertical circulation, shafts, plumbing criteria, etc.
17. Outline of material/finish selection specifications.
18. Develop and refine Design Development documents.
19. Issue Design Development set for Client review and CM/GC use.
20. Coordinate with CM/GC, who will complete a cost estimate, utilizing the Design Development set as the basis for the cost estimate.
21. Obtain written approval from Client to proceed with Construction Documents.

Deliverables

1. Design Development set to include the following:
 - A. Drawings identified in the 100% Schematic Design set, further developed.
 - B. Civil/Landscape Drawings:
 - I. Civil general notes.
 - II. Site and landscape details.
 - III. Landscape planting plan for the building.
 - IV. Public right-of-way drawings for three (3) frontages and a new connection to 15th (developed to 30%).
 - a. Right-of-way general notes.
 - b. Right-of-way photometrics.
 - c. Right-of-way detailing.
 - V. Further developed exterior Master Plan of the property.
 - C. Architecture/Interior Design Drawings:
 - I. Slab plans.
 - II. Exterior and interior architectural details.
 - III. Design for Stairs including sections, and details (stairs construction to be design build).
 - IV. Interior finish details and schedules.
 - V. Interior elevations.
 - VI. Casework plans and elevations.
 - VII. Window, door, and hardware schedules.
 - VIII. Interior furnishing layouts.
 - D. Structural Drawings:
 - I. Structural general notes.
 - II. Foundation Plan.
 - III. Framing Plan.
 - IV. Lateral system elevations.
 - E. Other Reference Documents:
 - I. Specifications.
 - II. Design Development Cost Estimate.

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2. Burden of proof application, including supporting documents noted above, submitted for Conditional Use Permit and Sensitive Lands Permit decision by City.

Construction Documents

Time Duration: 14 Weeks

Provide Construction Documents (CD) based on the approved Design Development documents. The Construction Documents shall set forth in detail the requirements for construction of the project.

1. Meet remotely via “Microsoft Teams” video conference with Client to kick off Construction Documents phase services.
2. Provide Construction Documents consisting of drawings and specifications: landscape, civil, architectural, interiors, structural, mechanical, electrical, plumbing, and technology plans and details. The CD set will be used for bidding and GMP establishment.
3. Update and finalize building code analysis and incorporate into Construction Documents.
4. Develop and refine Construction Document phase documents.
5. Issue Construction Documents for Client to review and CM/GC use.
6. Coordinate with CM/GC, who will complete a cost estimate, utilizing the Construction Document set as the basis for the cost estimate and GMP.
7. Obtain written approval from Client to submit for permit.

Deliverables

1. Final Construction Document sets to include the following:
 - A. Drawings identified in the Design Development set, further developed.
 - B. Civil/Landscape Drawings:
 - I. Civil general notes.
 - II. Erosion control plan and details.
 - III. Civil Details.
 - IV. Irrigation plan and details.
 - V. Site and landscape details.
 - VI. Public right-of-way half-street improvements drawings for the east edge of Kaster Road, from the new driveway to Fir Street.
 - C. Architecture/Interior Design Drawings:
 - I. Slab plans.
 - II. Casework plans and elevations.
 - III. Window, door, and hardware schedules.
 - IV. Listed UL details and assemblies.
 - D. Structural Drawings:
 - I. Structural general notes.
 - II. Foundation Plan.
 - III. Framing Plan.
 - IV. Lateral system elevations.
 - V. Structural Details.
 - E. Other Reference Documents:
 - I. Specifications.
 - II. Storm water calculations.

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- III. Structural engineering calculations.
- 2. Transportation deliverables:
 - A. Driveway Approach Permits.

Permitting Assistance

Time Duration: 14 weeks

Mackenzie's involvement in permitting of the project includes submitting for and resolving (to the extent defined below) plan review comments for the following permits:

1. Prepare permit applications and associated forms for the following permits:
 - A. Grade Permit through the City.
 - B. Right-of-way/Construction permit through the City.
 - C. Building Permit through the City.
 - D. Plumbing Permit through the City.
 - E. Mechanical Permit through the City.
 - F. Electrical Permit through Columbia County.
 - G. 1200C Permit through State of Oregon Department of Environmental Quality (DEQ).
2. Submit the permit applications listed above to the City and County, electronically for the following permits: Structural (Building), Plumbing, and Mechanical. All other permits to be submitted in-person unless electronic submittals are made available by the AHJ; applications will be made electronically.
3. Update plans/respond to plan check comments at City (up to two (2) trips/submittals) or online. Respond to comments from the following bureaus for each permit, with responses by others unless noted below:
 - A. Oregon DEQ for 1200C permit.
 - B. Columbia County Building Division for electrical permit.
 - C. Engineering Department for Right-of-Way/Construction permit.
 - D. Building Department – For all remaining City permits listed above.
4. Monitor building permit review (track City staff approval timelines weekly and follow up with reviewers) and work with City reviewers and permit technicians to encourage the permit to be issued efficiently and fees assessed accurately. Distribute updates to Client, design team, and consultants. Assume a maximum of three (3) hours total per week for 12 weeks.
5. Notify Client of approval of each listed permit when confirmed by City.
6. Coordinate payment from Client and arrange for CM/GC to pick up permits at City.

Note that the project may also require other permits by the Client, the Client's separate consultants and/or vendors, the Client's General Contractor, etc. These permits may include (but not limited to): fire alarm, sign, racking, generator, generator fuel, irrigation, etc.; Mackenzie's Scope does not include assistance with these permits. Client understands it is their sole responsibility to ensure all required permits are properly obtained from appropriate agencies.

Deliverables

1. Permit application forms and submittal copies.
2. Letter(s) detailing compliance with preliminary conditions of approval for use in the final review/building permit approval process.
3. Written correspondence responding to up to one (1) round of checksheets/plan review comments for each discipline.
4. Weekly email updates to Client detailing current permit status.
5. Updated permit Construction Documents for (1) re-submittal to permit agency(s) for formal approval.

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Bid Assistance (concurrent with permitting)

Time Duration: 5 weeks

Based on Client approval of the Construction Documents, Mackenzie will issue the Construction Document set to the CM/GC for sub-contractor bidding.

1. Assist CM/GC in soliciting bids for construction as follows:
 - A. Issue a PDF copy of the Construction Documents to be utilized as the bid set.
 - B. Provide input to the CM/GC on development of an agenda for the pre-bid meeting.
 - C. Participate in (1) pre-bid meeting on site.
 - D. Review Pre-Bid meeting minutes, as prepared by the CM/GC.
 - E. Prepare and issue up to (1) addendum to respond to sub-contractor bid questions.
 - F. Track changes to the Construction Documents formally issued via addenda during the bid process.

Deliverables

1. PDF Drawings.
2. PDF Specifications.
3. One (1) PDF Addendum.

Construction Contract Administration

Time Duration: 60 weeks

Mackenzie will provide administration of the construction contract between the Client and the General Contractor as follows:

1. Mackenzie Architect and Civil will attend pre-construction meeting remotely via “Microsoft Teams” video conference.
2. Review and act on properly prepared specified submittals once.
3. Provide in-office support to assist with normal Construction Contract Administration duties for items such as phone calls and requests for additional information (RFIs) for clarification to Contract Documents prepared by Mackenzie and our consultants as follows (Note: the following is on a Time and Materials basis and considered an estimate):
 - A. Architect for up to 10 hours a week for 60 weeks.
 - B. Interiors for up to 8 hours a week for 30 weeks.
 - C. Structural engineer for up to 4 hours a week for 30 weeks.
 - D. Civil engineer for up to 2 hours a week for 20 weeks.
 - E. Landscape architect for up to 4 hours a week for 12 weeks.
4. Review for up to 250 RFIs has been included as part of the estimated efforts.
5. One (1) person per discipline to conduct job site visits to observe the work in progress and prepare written field observation report(s) as follows:
 - A. Architect to attend up to 30 job site visits.
 - B. Interiors to attend up to 6 job site visits.
 - C. Structural engineer to attend up to 4 job site visits.
 - D. Civil engineer to attend up to 2 job site visits.
 - E. Landscape architect to attend up to 3 job site visits.
6. Provide in-office support for review of properly prepared specified submittals. We have included up to one (1) round of review for each required submittal per each anticipated specification section, up to 150 submittals.
7. Will process and review monthly properly prepared applications for payment from the General Contractor.

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8. Architect, Civil, Landscape, Interiors, Mechanical, Electrical, Technology, and Plumbing will conduct one (1) punch list site visit to observe the substantially complete work-in-progress, prepare written punch list report, prepare, and issue a Certificate of Substantial Completion.
9. Architect, Civil, Landscape, Interiors, Mechanical, Electrical, and Plumbing will conduct a punch list verification site visit to observe the completed work and provide written punch list confirmation Report.
10. Structural engineer to prepare and issue a final summary letter based on our previous structural observations and the special inspections.
11. Will process and review project close-out materials up to one (1) round of review and comment.
12. Will review the General Contractor's as-built drawings.
13. Upon request of the Client, prior to the expiration of one year from the date of Substantial Completion, Architect will meet with the Client at the project site to review facility performance and operations.

Deliverables

1. Project visit observation reports.
2. Structural observation reports and summary letter.
3. Processed submittals.
4. Prepare AIA contract documents formally issued (ASI and Certificate of Substantial Completion).
5. Supplemental drawings for clarification to Contract Documents (ASI).
6. Supplemental drawings for revisions to the Contract Documents (PR, CCD).
7. Certified contractor applications for payment.
8. Certificate of Substantial Completion.
9. Punch list.
10. Processed close-out materials.

FEE SUMMARY

Our lump-sum and hourly fees for the disciplines and related design services described above are included in the summary table below. Our original contract (Project Number 2210310.00/.02/.04) has \$340,572 remaining. It is assumed that the remaining original contract will be billed against before billing to the additional service amount included in the table below. See table for additional breakdown.

All Construction Contract Administration services shall be performed on a Time and Materials basis. The estimated fee herein is a forecast of time based on services described, it is not a minimum nor a maximum.

	Contract (.00)	Remaining		Required (.04)	Required (.05) (.06)	
Schematic Design	\$364,282	\$0		\$164,687	NA	
Additional Service	\$178,122	\$0		NA	NA	
Design Development	\$441,579	\$0		NA	\$274,000	Fixed Fee
Construction Documents	\$521,361	\$33,696		NA	\$285,000	Fixed Fee
Permitting	\$52,484	\$52,484		NA	\$44,000	Fixed Fee

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Bid Assistance	\$41,751	\$41,751	NA	\$30,000	Fixed Fee
Construction Contract Administration	\$377,328	\$377,328	NA	\$320,000	Estimate
	\$1,976,907	\$505,259	\$164,687	\$953,000	
Additional Service dated 1/13/2023		(\$164,687)			
Total Remaining:		\$340,572			

Total Additional Service (.05) (.06):	\$953,000 (\$340,572)	Required Remaining
	\$612,428	5/17/2023

Reimbursable expenses (printing, copying, deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.1 times cost.

ASSUMPTIONS

Please review and notify Mackenzie if Client believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the Client to fully understand these Assumptions. In addition to the Scope of Services outlined above, we have assumed the following:

1. Client-Provided Consultant Services

- 1.a. Client will provide current electronic files of existing building(s), Revit model of existing facilities, land survey (ALTA/Boundary/Topographic) including legal description, wetlands delineation, geotechnical report, environmental report, any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.
 - 1.a.i. Client's geotechnical engineer shall provide paving recommendations and related paving specifications.
 - 1.a.ii. Recording of surveys, deeds, easements, final plat, or other real estate documents will be the responsibility of the Client, Client's attorney, and/or Client's surveyor.
- 1.b. Scope and fee are based on Client hiring the following third-party Client Representative to act on their behalf during the project: Otak. We have assumed that the same third-party representative will be part of the project team for the entire duration of the project.

2. Scope of Service Acknowledgements

- 2.a. Mackenzie Scope of Service and fees are based on project phases running in sequential order without overlap, delay, pause, or project being put on hold for any reason between phases.
- 2.b. Fees are based on the estimated schedule duration as defined in phases above. If phase duration(s) are increased for any reason, we will need to assess and address those impacts in terms of scope, fee, and/or schedule as necessary via additional services.

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- 2.c. As noted in the Basis of Design, we have assumed an estimated construction value between \$8,943,558 and \$9,664,257. Our estimated level of service anticipated a level of design, coordination and documentation consistent with our representative experience for executing similar projects within this budget range. Should the budget increase beyond the estimated construction value, there is the potential that the level of service to document and coordinate the design decisions may also increase. Should this become a consideration, we will review and negotiate these potential impacts at that time.
- 2.d. Subject to the applicable Standard of Care, Mackenzie will design the Project in accordance with applicable laws, including current Federal ADA Accessibility Standards and as required by the Authority Having Jurisdiction (AHJ) for Building Permit per the AHJ's current edition of the governing building code, and by reference therein ANSI ICC/A117.1 ("Building Code") for new construction. Notwithstanding the foregoing sentence, the Client acknowledges that various governmental codes and regulations, including without limitation the ADA and FHA, are subject to varying and sometimes contradictory interpretation and that the ADA is not a detailed building code. In the case of such conflicts or differing interpretations, Mackenzie will notify the Client thereof and will endeavor to design to the most stringent interpretation acceptable to the AHJ.
- 2.e. All meetings will occur virtually via Microsoft Teams video conference, other than construction site meetings, unless specifically noted otherwise within the Scope of Services outlined above. We will record and distribute minutes following each meeting for all meetings through all phases up to Construction Contract Administration. During Construction Contract Administration, the General Contractor will provide meeting minutes. Mackenzie will review Construction Phase meeting minutes for those meetings attended by Mackenzie for general consistency with Mackenzie's interpretation of topics discussed and communicate such to General Contractor for their use in preparing Construction Phase meeting minutes.

3. Client and Jurisdiction Approvals

- 3.a. The Client will approve the Documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.
- 3.b. This Scope of Services includes preparation of factual evidence to satisfy the applicant's burden of proof associated with the land use application(s) in an uncontested-case situation. The Scope does not include preparation of supplemental or rebuttal evidence to overcome objections raised by jurisdiction staff or third parties; if required, additional material can be supplied subject to an additional services agreement.

4. Standard Design Items

- 4.a. Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only.

5. Unique Design Services

- 5.a. The Client will not be pursuing sustainability certification for the project (i.e., LEED, Green Globes, WELL, etc.).

6. Construction and Client's Contractor Services

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- 6.a. The Client acknowledges that in order to construct the Work, the Client's contractor will provide additional information stipulated in the Construction Documents that include shop drawings, product data, samples and other similar submittals, which the Architect and other disciplines included herein shall review to the extent of confirming consistency with the design intent depicted in the Construction Documents. Any deviations to the design not clearly identified by the Contractor in the Contractor's submittals and shop drawings will not be reviewed by the design team.
- 6.b. Client's General Contractor will provide fire suppression/fire alarm systems, low voltage, security, audio/visual, and landscape irrigation on a design-build basis. The Client's General Contractor and design-build trades will provide timely information and coordination with Mackenzie and our consultants as needed to maintain the project schedule and development of the design. We have included typical levels of coordination during each phase.

7. Graphics/BIM

- 7.a. Mackenzie will utilize Revit as the documentation platform for the project. Our proposed scope/fee is based on the Revit model Level of Development (LOD) of 200 - 300 as necessary for Mackenzie to facilitate design and produce Construction Documents. We anticipate that Client consultants/vendors will also utilize Revit for their documentation, will be responsible for modeling and detailing their respective components, and will comply with Mackenzie's expectations for document control standards. Mackenzie will develop the base model file and provide it to the consultant team for coordination.
- 7.b. Regardless of level of Revit Model Level of Development (LOD) and anticipated and/or non-anticipated use by the Client, Client's consultants, vendors, General Contractor and/or any other third party not the original author of the Revit model and data contained therein; with or without Mackenzie's knowledge, nothing in the Revit model supersedes the formally issued stamped and signed hard copy Construction Documents.

8. Expenses/Billing

- 8.a. Client is responsible for all fees paid to public bodies having jurisdiction over the project.

9. Mackenzie Consultant Services

- 9.a. For additional Assumptions related to the Scope of Services of our retained consultants, refer to their attached proposals.

EXCLUSIONS

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's Scope of Services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services. Although excluded from our services these may be required to be provided by Client for execution of the project.

1. Client-Provided Consultant Services

- 1.a. Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications.
- 1.b. Geotechnical Engineering investigation/testing and related specifications.
- 1.c. Pavement design and related specifications. These specifications are typically provided by the Client's Geotechnical Engineer.

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- 1.d. Construction cost estimating.
- 1.e. Coordination of Client-provided consultants not identified at the date of this proposal.

2. Land Use Process/Permitting

- 2.a. Environmental review such as DEQ, EPA, etc.
- 2.b. Sensitive lands and/or wetland delineation and/or mitigation design/approvals.
- 2.c. Appeals, variances, public hearings, land use approvals, conditional use reviews, or any required adjustments other than as specifically outlined within our Scope of Services above.
- 2.d. Meetings with public agencies or other meetings other than those specifically identified in Scope of Services above.
- 2.e. Formal Building code interpretation requests and/or appeals.
- 2.f. Permits other than those identified within the proposal identified above (e.g., phased permitting, trade permits, separate demolition permit, any other special permits).

3. Standard Design Items

- 3.a. Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages, such as BOMA calculations, are not included).
- 3.b. Any redesign efforts, including any revisions to the Documents, related to value engineering (VE) or other process(es) to reduce the approved construction cost (estimated, bid or actual) of the Work from that which is depicted in the Documents. Any redesign and subsequent revision to the Documents related to VE or other processes to reduce the construction cost (estimated, bid or actual) of the Work, shall be via Additional Services Agreement approved by Client in writing prior to the execution of such services by Mackenzie and/or our consultants.

4. Unique Design Services

- 4.a. Special foundation systems beyond conventional spread foundations which exclude and are not limited to provisions for liquefaction, such as foundation ties or grade beams.
- 4.b. Floor vibration analysis and design for footfall impact.
- 4.c. Vibration analysis and design. (Equipment and/or sources other than footfall impact.)
- 4.d. Design of seismic bracing, anchorage, or support for equipment or racking systems.
- 4.e. Graphics and/or signage design, permitting, and related coordination.
- 4.f. Furniture selection, specifications, requirements, and all related coordination.
- 4.g. Sustainability Certification Services.

5. Construction Process

- 5.a. Evaluate and act on post-bid substitution requests.
- 5.b. Process and act on partial or incorrect (multiple rounds) of non-compliant submittals.
- 5.c. Review of contractor proposed change order proposal (COP) pricing.
- 5.d. Materials testing/special inspections.
- 5.e. As-built certification to local jurisdiction unless noted specifically above within our Scope of Services.
- 5.f. Our construction contract administration fees do not cover the correction of construction errors or design changes made after the start of construction.

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6. Graphics/BIM

- 6.a. Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process unless specifically noted within our Scope of Services above.
- 6.b. Marketing materials.
- 6.c. No Navisworks files or Clashing will be provided or performed. Deliverables shall be PDF and/or hardcopy only. (Revit model RVT files and DWG exports will not be provided.) Revit models and sheets will be created to Mackenzie standards.
- 6.d. No formal BIM Execution Plan will be provided. Nothing in the Revit model supersedes the formally issued stamped and signed hard copy Construction Documents.
- 6.e. Use of CAD Drawings or BIM models by any parties other than the design team.

7. Expenses/Billing

- 7.a. Reimbursable expenses.
- 7.b. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.
- 7.c. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.

It is our understanding the project will start in June 2023. If the proposal is agreeable to you, we will prepare an Agreement for Professional Services for your review and approval. Please note that this proposal is valid for 60 days.

We look forward to continuing to work with the City of St. Helens on this project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,



Jeff Rhys Humphreys
Principal

Enclosure(s): Attachment A – PAE Engineers Additional Service Request #3 Proposal dated May 16, 2023
Attachment B – SSA Acoustics, LLP Additional Service Request Proposal dated July 11, 2023
Attachment C – Hourly Billing Rate Schedule
Attachment D – Reimbursable Rates Schedule

c: Adrienne Linton – Mackenzie

May 16, 2023

Adrienne Linton
Mackenzie
1515 SE Water Avenue, Suite 100
Portland, Oregon 97214

Project: St. Helens Public Safety Building
Project Number: 21-1273

Subject: Additional Services Request #3 – DD through CA for Updated Program

Dear Adrienne:

The following additional design services have been requested by Mackenzie:

- a. Design Development, Construction Documents, Permit/Bid, and Construction Administration phase design services as outlined in original PAE proposal, to be redone according to the new approved schematic design scope as recently issued by the design team. The original remaining contract fees are assumed to be credited and this ASR represents the total fee required for remaining design services for the project.
- b. Assumes three deliverables during the remaining design phases:
 - 1) Land Use resubmission
 - a) Support of drawings submitted by architect, outlining equipment locations on site and lighting strategy
 - 2) 100 percent Design Development (specifications and drawings)
 - 3) 100 percent Construction Documents/Permit (specifications and drawings)
- c. Design team coordination will include weekly Revit model uploads and one QC PDF drawing plot prior to 100DD and 100CD deliverables.
- d. Assumes two site visits per discipline during construction and final punch upon substantial completion. Additional field walks can be completed as requested at PAE's standard hourly rates.

Work Requested by: Adrienne Linton (Mackenzie)

The work is an additional service according to our agreement and will be performed on a lump sum basis with fees as shown in the following table:

MEPT Basic Service Fees

Phase	MEP	Technology	Total
Design Development	\$33,200	\$4,200	\$37,400
Construction Documents	\$48,150	\$6,400	\$54,550
Permitting	\$2,450	\$350	\$2,800
Bidding	\$2,500	\$500	\$3,000
Construction Administration	\$29,850	\$2,400	\$32,250
Total	\$116,150	\$13,850	\$130,000

May 16, 2023

Item #4.

We will keep our time separately and invoice per phase under the base project number 21-1273, referencing ASR#3 – DD through CA for Updated Program.

Sincerely,

Jeremy Galvin, PE
PAE

Adrienne Linton
Mackenzie Architects

Dave Williams, PE, LEED AP
PAE

Date



July 11, 2023

Adrienne Linton
Mackenzie
RiverEast Center
1515 SE Water Avenue #100
Portland, OR 97214

RE: Proposal for Additional Services – St Helens Public Safety Building Design Update

Dear Adrienne,

The following is our proposal to provide additional acoustical design services for the St Helens Public Safety Building design update.

Our scope of work will involve evaluating the acoustical aspects of the project, including architectural acoustics, mechanical noise and vibration, and provide design solutions to meet the project criteria. We will provide review and analysis for the acoustical aspects of the project, including selection of wall assemblies, acoustical treatments, mechanical noise and vibration control, and provide design details and product information as necessary. Our services will extend through the DD, CD, and CCA phases of the project. During the construction phase we will be available to review submittals, answer field questions and conduct site inspections.

The following are the services we will provide within with this scope of work:

DD Phase

Services during this phase will include developing the architectural design elements with respect to the criteria, such as wall assemblies and acoustical finishes, and evaluation of the MEP systems.

Architectural Acoustics

1. Review project documents with respect to acoustical criteria.
2. Evaluate assemblies with respect to the design criteria and develop recommendations for sound isolation to achieve the recommended STC ratings.
3. Evaluate the acoustical response of each space and develop acoustical treatments necessary to provide balanced room response. Sound absorbing materials and other design elements will be developed to minimize harsh reflections and control reverberation to provide a balanced response. Coordinate the design solutions with the project team.
4. Identify doors to receive acoustical seals where necessary.
5. Document recommendations in a report including drawings and specifications to be incorporated in the drawing set.
6. Attend project meetings as necessary to coordinate acoustical design.

MEP System Noise and Vibration Control

1. Evaluate noise levels from the HVAC system with respect to supply, return, crosstalk, and vibration based on ASHRAE guidelines.
2. Provide noise and vibration control solutions to meet the design criteria. Coordinate with the mechanical engineer to incorporate into the project documents.
3. Provide a report documenting noise control recommendations and criteria.

Construction Documents

During the CD phase we will provide review and documentation to support the acoustical design elements for construction detailing. We will provide a comprehensive review and solutions to control noise and vibration from the MEP systems.

Architectural Acoustics

1. Review progress drawings for incorporation of acoustical designs. Identify and coordinate items that need to be addressed or updated.
2. Develop and coordinate construction details for walls, window assemblies, doors, and specific acoustical conditions such as mullions and wall/ceiling intersections related to the acoustical performance of the assemblies.
3. Coordinate details, layouts, and other design considerations for acoustical finishes.
4. Issue specifications for acoustical products formatted to project standards. Specifications typically include acoustical sealant, resilient channels, acoustical panels, operable partitions, etc.
5. Attend project meetings as necessary to coordinate acoustical design.
6. Review drawings and specifications at each major drawing release with respect to acoustical design. Issue a report of the review items.

MEP System Noise and Vibration Control

1. Review the mechanical design and provided revised recommendations as necessary to meet the design criteria.
2. Provide final mechanical noise control details for penetration isolation, vibration isolation, and noise control elements.
3. Provide final mechanical noise and vibration control specifications.
4. Provide a property line noise study, which includes evaluating noise from major mechanical and other noise-generating equipment and sources such as police sirens to adjacent properties with respect to pertinent code requirements. Provide noise control requirements for equipment to meet code levels where necessary. Provide a report documenting the study which can be submitted for permitting.

CCA Phase

1. Review product submittals, substitution requests and shop drawings for conformance with acoustical details and specifications issued in the construction documents.
2. Provide site visits to inspect implementation of acoustical scope. At the completion of each site visit we will issue a report of our observations and corrections for compliance with construction documents.
3. Attend / conference into construction meetings as necessary.

Our team will include Alan Burt as the project manager and primary acoustical consultant, assisted by our consultants for analysis and drawing details.

The following are the estimated fees for the project per phase:

Item	Fee
DD Phase	\$2,700
CD Phase	\$4,500
Total – Design	\$7,200
CCA Phase	\$3,500

Services during the design phase will be provided on a lump sum basis. Services during the CCA phase will be provided on an hourly basis not to exceed the total fee. Additional services will be provided on an hourly basis or as otherwise agreed. Our fees include all overhead expenses including printing, use of acoustical equipment and administrative support.

Please contact me if you have questions or need additional information.

Sincerely,
SSA Acoustics, LLP



Alan Burt, P.E.
PARTNER
ACOUSTICAL CONSULTANT

MACKENZIE.

P 503.224.9560 ■ F 503.228.1285 ■ W MCKNZE.COM

RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

HOURLY BILLING RATE SCHEDULE*

PRINCIPALS \$ 175 – \$ 300

ARCHITECTURE/LANDSCAPE

Design Director	\$ 190 – \$ 250
Senior Project Architect	\$ 170 – \$ 270
Project Architect I – III	\$ 110 – \$ 215
Architectural Designer II-III	\$ 90 – \$ 185
Architectural Designer I	\$ 65 – \$ 100
Designer/Drafter	\$ 60 – \$ 95
Intern	\$ 60 – \$ 90

ENGINEERING

Senior Project Engineer	\$ 160 – \$ 250
Project Engineer I – III	\$ 105 – \$ 210
Designer I – II	\$ 85 – \$ 165
Transportation Analyst I – II	\$ 70 – \$ 120
Designer/Drafter	\$ 85 – \$ 150
Intern	\$ 65 – \$ 100

PLANNING

Senior Project Planner	\$ 150 – \$ 235
Project Planner I – IV	\$ 95 – \$ 220
Permit Coordinator	\$ 60 – \$ 100
Assistant Planner	\$ 70 – \$ 120
Intern	\$ 60 – \$ 90

INTERIOR DESIGN

Senior Project Interior Designer	\$ 150 – \$ 230
Interior Designer III – V	\$ 100 – \$ 175
Interior Designer I – II	\$ 70 – \$ 135
Intern	\$ 60 – \$ 90

ADMINISTRATION

Administrator	\$ 70 – \$ 190
Word Processor	\$ 85 – \$ 115
Graphic Artist	\$ 85 – \$ 130

*Subject to change April 2024

MACKENZIE.

P 503.224.9560 ■ F 503.228.1285 ■ W MCKNZE.COM

RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Scanning – Black & White

Small Format: \$0.25/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet
(Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet
(Including Half Size)

Printing/Copying – All Sizes

Black & White: \$0.21/sq. ft.
Full Color: \$4.00/sq. ft.

Fax

Local: \$1.00/sheet
Long distance: \$1.30/sheet

OTHER IN-HOUSE REIMBURSABLE ITEMS

Digital Photo Documentation

\$15.00/download

Check Generation Fee

\$25.00

Automobile Mileage

Billed according to IRS guidelines

Delivery Service

Fixed rates: \$7.75 to \$54.40
(depending on mileage)

Data Supplies

CD documentation: \$15.00
DVD documentation: \$30.00

Report Binder

Without tabs: \$3.00/book
With tabs: \$4.00/book

Foamcore:

\$4.25/sheet

● = approved VE

Item #4.



6/23/2025

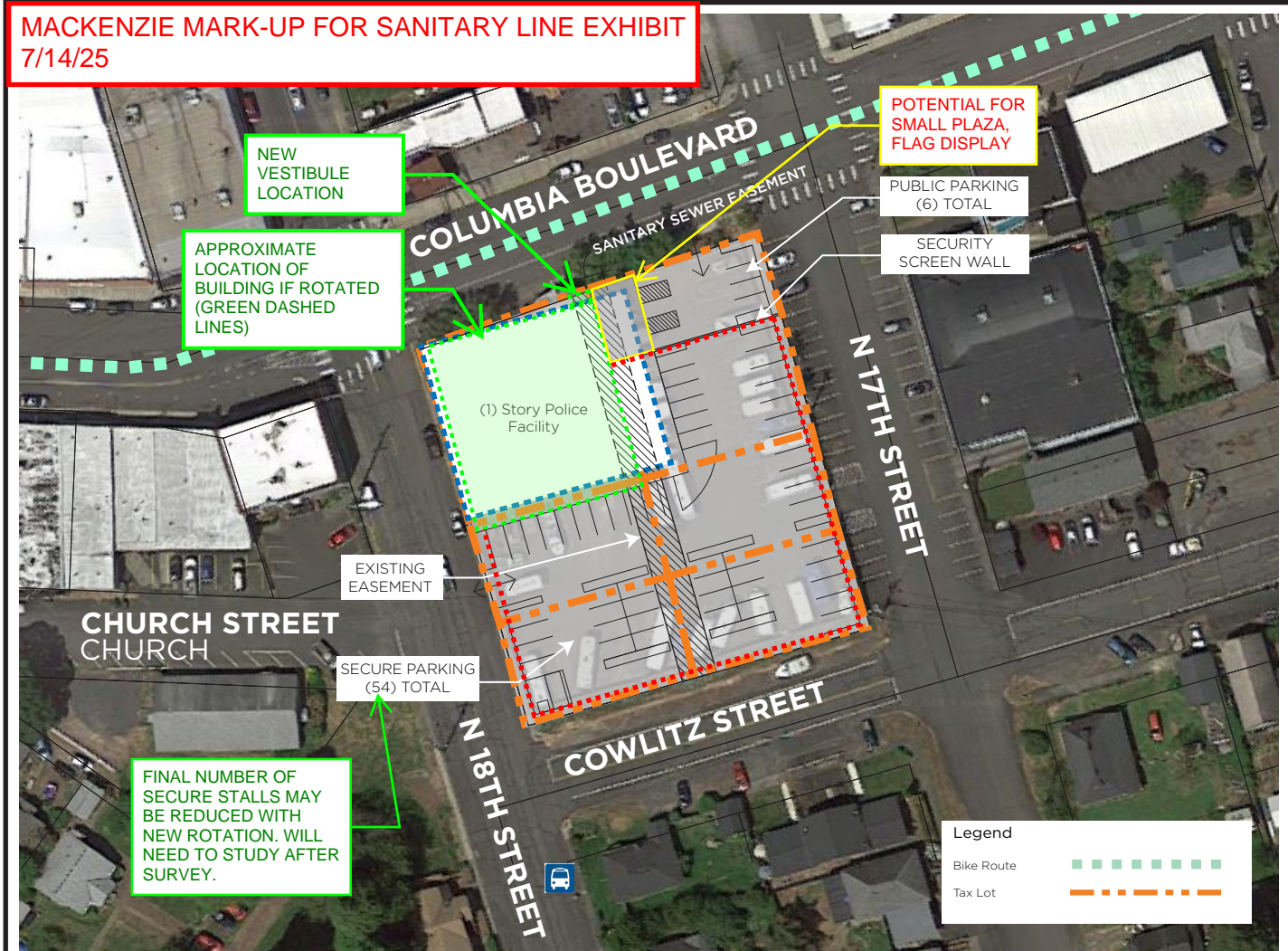
BUDGET REVISION TRACKER
St. Helens Public Safety Building

Estimate 3.2 - 02.24.25	\$ 10,910,314
Offsite Improvements	\$ 530,400
Total	\$ 11,440,714

BRT#	Description	Estimated Value	P/R/A	Pending Amount	Rejected Amount	Approved Amount	Priority Add Backs	Comments
000	Multi System							
001	Defer Covered Parking	(183,260)	A			(183,260)		ARCH/STRUCT
002	Remove Training & Evidence scope altogether	(300,000)	R		(300,000)			
003	Utilize Fiber Cement Siding & Wood Framing in lieu of Structural Masonry	(100,000)	P	(100,000)				Would have a significant redesign cost
004	Remove Records Storage	(35,000)	R		(35,000)			
005	Shell Training Room 110	(71,080)	R		(71,080)			
100	Shell							
101	Change Curtainwall w/ BRG to Storefront w/ Blast Film at All Elevations.	(87,087)	A			(87,087)		
102	Traditional Ladder in lieu of Ships Ladder	(4,000)	A			(4,000)		
200	Interiors							INT/ARCH
201	Change ATC from specified to conventional 2x4	(17,964)	A			(17,964)	17,964	
205	Change Halls from polished concrete w/ sealer to sealer only	(9,229)	A			(9,229)	9,229	
206	Delete Acoustic Baffles at Room 110	(15,000)	A			(15,000)	15,000	Included with item #005
208	ATC in lieu of Wood Ceiling at Lobby	(22,982)	A			(22,982)	22,982	
209	Remove glass and doors from Detective Offices	(39,140)	A			(39,140)		
400	Plumbing							
401	Schedule 80 Industrial Corzan CPCV in lie of Copper for Domestic Water	(14,000)	R		(14,000)			HSW does not recommend
402	Delete two (2) Showers	(10,000)	R		(10,000)			
600	Electrical & Low Voltage							
601	Delete Rough-In for DAS	(13,500)	R		(13,500)			Not recommended per Mackenzie 7.19.23 email due to CMU
700	Sitework							CIVIL/LAND
701	Leave existing Asphalt Paving	(175,863)	A			(175,863)		\$50k allowance for patching figured against credit
702	Reduce Qnty of Sidewalks by 50%	(41,162)	A			(41,162)		
703	Reduce CIP curbs to 450 lf	(28,008)	A			(28,008)		New paving areas only
704	Delete Seat and Signage Walls	(39,647)	A			(39,647)		Mount signage on building
705	Reduce Planters from 200 lf back to 75 lf (original design)	(136,938)	A			(136,938)		Add'l footage was crash protection
706	Defer Trash Enclosure	(48,395)	P	(48,395)				
707	Defer Security Fencing and Gates	(135,761)	R		(135,761)			
708	Reduce Onsite Landscaping to \$15k Allowance	(85,000)	A			(85,000)		
709	Defer Generator	(243,211)	P	(243,211)				City may have emergency generators available
709.1	Downsize Generator	TBD	P	TBD				
710	Delete Conduit Rough-In for Future EV Stations	(10,000)	A			(10,000)		CIVIL/ELEC

BRT#	Description	Estimated Value	P/R/A	Pending Amount	Rejected Amount	Approved Amount	Priority Add Backs	Comments
711	Reduce flag poles to two (2)	(10,800)	A			(10,800)		CIVIL/LAND/ELEC
712	Remove Planter	(81,766)	A			(81,766)		
	Subtotal			(391,606)	(579,341)	(987,846)		
	Contingencies & Markups			(56,005)	(82,853)	(141,274)		
	Reduce Sitework Estimating Contingency from 15.00% to 7.00%	(152,851)	A			(152,851)		
	1.50% for Solar			(6,714)	(9,933)	(19,230)		
	Subtotal			(454,325)	(672,127)	(1,301,201)		
800	Offsite Improvements							
801	Alternate Funding for Sewer Relocation	(264,160)	A			(264,160)		(Includes Markups)
802	Reduce Frontage Improvements to \$100,000 Allowance	(166,240)	A			(166,240)		(Includes Markups)
				(454,325)	(672,127)	(1,731,601)		
	Total							
				Adjusted Total		\$ 9,709,113		

MACKENZIE MARK-UP FOR SANITARY LINE EXHIBIT
7/14/25



LOCATION

- 1771 Columbia Blvd.
St. Helens, OR
- Tax Lots: 4104-CA-20900, 21000, 21100, 21200, 21300, 21400

SIZE

- 1.04 Acres

ZONING

- Houlton Business District (HBD) for northern 1/4 lots abutting Columbia Blvd. Allows “Public safety and support facilities” and “Public facilities, major” outright
- General Commercial (GC) for the southern 3/4. Allows “Public facilities, major” as Conditional Use but does not list “Public safety and support facilities”

TRANSPORTATION ACCESS

- Pedestrian
- Bike

DEVELOPMENT STANDARDS

- Building Setbacks: Maximum front yard of zero in HBD zone (no setback standards elsewhere)
- Maximum Building Coverage: 90%
- Minimum Landscaping Area: 10%
- Max. Building Height: 45 feet
- Minimum Parking Ratio: 1 space for every employee on largest shift using “Public Safety Services” category

SCHEDULE CONSIDERATIONS

- SANITARY SEWER LINE RELOCATION

LAND USE APPROVAL PROCESS

- CITY PLANNING STAFF RECOMMEND A ZONE CHANGE (FOR THE SOUTHERN 3/4 CURRENTLY ZONED AS GC) TO HBD ZONE SINCE IT PERMITS PUBLIC SAFETY AND SUPPORT FACILITIES OUTRIGHT
- ASSUMING ZONE CHANGE IS APPROVED, PROJECT WOULD REQUIRE SITE DEVELOPMENT REVIEW APPROVAL BY PLANNING DIRECTOR PRIOR TO BUILDING PERMITSW

Adrienne Linton

From: Jacob Graichen <jgraichen@sthelensoregon.gov>
Sent: Wednesday, July 24, 2024 3:31 PM
To: Adrienne Linton
Cc: Jeff Humphreys; John Walsh; 'David Lintz'; Iris L. Wu; Brian Varricchione
Subject: RE: St Helens Public Safety Building: New Potential Sites - ROW Improvements and other Questions

I should add, If the city is looking at just the north portion of the site, we'll need to parcel it off. If there is a legit property line within, we could do a Lot Line Adjustment. Otherwise, it would be a partition.

Jacob A. Graichen, AICP, City Planner

City of St. Helens

jgraichen@sthelensoregon.gov

(503) 397-6272

From: Jacob Graichen
Sent: Wednesday, July 24, 2024 3:28 PM
To: Adrienne Linton <ALinton@mcknze.com>
Cc: Jeff Humphreys <JHumphreys@mcknze.com>; John Walsh <jwalsh@sthelensoregon.gov>; 'David Lintz' <David.Lintz@otak.com>; Iris L. Wu <IWu@mcknze.com>; Brian Varricchione <BVarricchione@mcknze.com>
Subject: RE: St Helens Public Safety Building: New Potential Sites - ROW Improvements and other Questions

See responses below in **red**.

Except the answer to #1 here:

Columbia Boulevard and S. 18th Street is an arterial and collector classified street, respectively, which has standards that apply based on the class. Columbia Boulevard is also subject to the TSP refinement plan, known as the corridor master plan, with a modified (refined) arterial design.

For many years and proposals, we have asked the Planning Commission if there are existing, intact and acceptable state of repair street frontage improvements, if they need to be rebuilt to the adopted standard as a requirements of the development. The Commission has consistently, been ok with the existing improvements and not requiring the upgrade.

There is existing curb/sidewalk along both of these streets. Because of access standards and arterial streets, direct access to Columbia Blvd is not something that would be looked at favorably, thus, modifications to that section by design is less likely. There are a few driveway approaches along S. 18th Street, so how many of those change and the total extent of impact will need to be considered. But, it is possible the existing curb-tight sidewalk along these two streets will be ok. I think one wild card will be "you should do the upgrade because it's the right thing to do" argument if that comes up, but the counter will be \$\$\$ and the history of not requiring the upgrade.

For the other sides, Cowlitz and S. 17th Streets, they are local classified. The default answer to those is our local street standard, but the rights-of-way are extra wide, so there will be extra space. If no ROW vacation, this extra space could be used for street trees (behind the sidewalk on local streets) and maybe having on-street parking that is not parallel. Note that the large building across S. 17th Street from the subject property was a bowling alley at some point before my time (I'm on year 17 here), and was the local hardware store up till about 15 years

ago. The current use doesn't have the same parking demand, but potential future use could, so that may be to keep angled or 90 degree parking (if it fits) along 17th. That site has zero on-street parking.

So frontage improvements for S. 17th and Cowlitz and no upgrades along Columbia Boulevard are likely. Still probably for no upgrades to S. 18th but not as "sure" as Col Blvd.

Jacob A. Graichen, AICP, City Planner

City of St. Helens

jgraichen@sthelensoregon.gov

(503) 397-6272

From: Adrienne Linton <ALinton@mcknze.com>

Sent: Wednesday, July 24, 2024 12:08 PM

To: Jacob Graichen <jgraichen@sthelensoregon.gov>

Cc: Jeff Humphreys <JHumphreys@mcknze.com>; John Walsh <jwalsh@sthelensoregon.gov>; 'David Lintz' <David.Lintz@otak.com>; Iris L. Wu <IWu@mcknze.com>; Brian Varricchione <BVaricchione@mcknze.com>

Subject: St Helens Public Safety Building: New Potential Sites - ROW Improvements and other Questions

Importance: High

Hi Jacob,

I hope your summer is treating you well. We regrouped on Monday to discuss the future St. Helens Police Station and the two sites the City has been considering. I've listed some questions below for each site. We are hoping you can weigh in with as much detail as possible so the City can get some preliminary pricing to aid in the final decision making process. *We are hoping for your response as soon as you can, in order to keep things moving.* We appreciate your help on this!

1771 Columbia (see attached site test fit):

1. ROW frontage: we had received some early documents from you (attached analysis document) stating that there is a potential for requiring upgrades to the TSP standard or the Corridor Plan standards. Can you provide more information for what and how much would need to be improved? Can you share with us what planning would want to see for the ROW improvements around the entire property? **See response above.**
2. Can mechanical units for the building HVAC be mounted on site (in lieu of the building) as long as they are screened behind the fence? **Yes, see SHMC 17.72.110(2)**
3. Any requirements that we should be aware of for the materials for secure fencing? The current design for Kaster includes chain link with privacy slats. **No**
4. Can the building be setback from Columbia Blvd by means of planters for protection from vehicles? **See SHMC 17.32.180(4)(e). So yes if the intervening area is for the use as code specified. If not, probably need a Variance. Hopefully a design can be achieved so this area is a pedestrian amenity. Though not sure how much this conflicts with security/building defense goals.**
5. Can the City take care of the rezoning for the GC portion of the site? How long is that process? **Probably. Approx 3-4 months. It was supposed to be entirely HBD when the city originally rezoned it years ago, but the owner (same as current) convinced the council to leave some of the "old" zoning. That was dumb, so the rezone will be busy work to make it "un-dumb".**

~~2075 Gable Road (see snapshot below, only interested in the top third of the site):~~

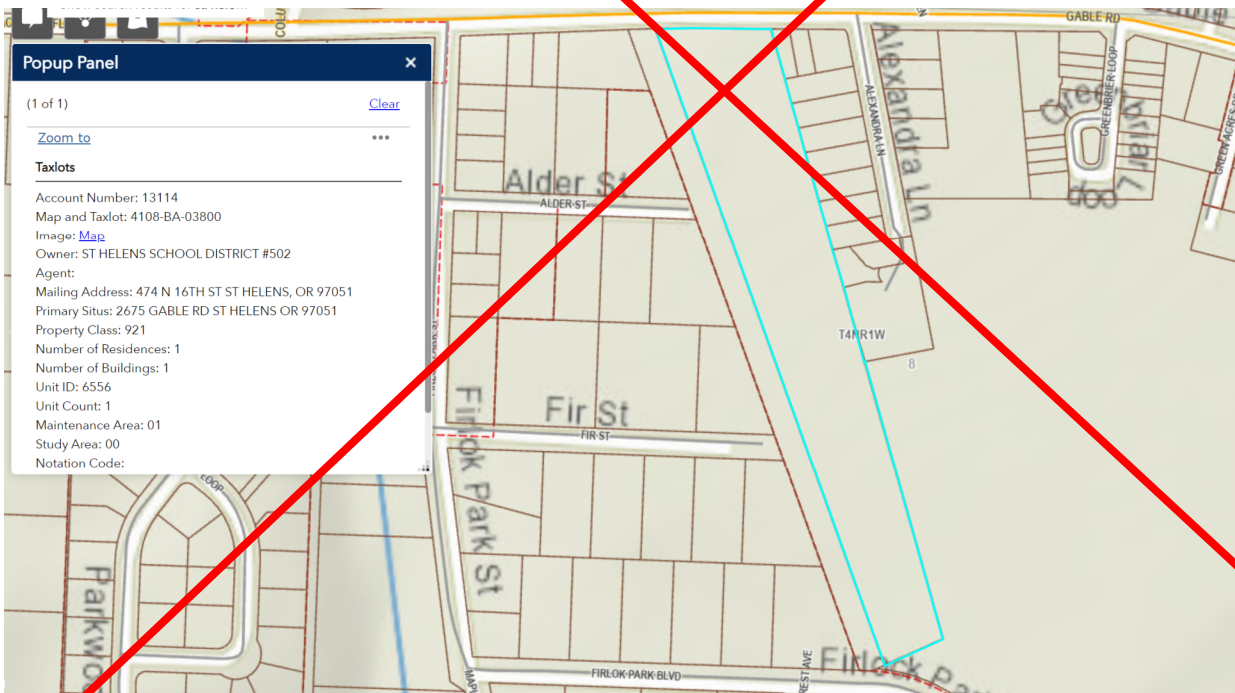
- ~~1. Given that Gable road has recently been improved, are there any other ROW requirements on Gable Road? **Probably only those associated with any access/driveway changes, if any. Such as adding/removing driveways. Gable is a collector street here, so we'll be somewhat picky about access.**~~
- ~~2. If Alder Street was used for secondary access to the site, would any improvements be required to that street as well? **Good question. The gravel underdeveloped nature of it cannot be ignored. How much use is proposed for that and how much dust will it create, is one key question. I think this depends somewhat on design, intent and possibility (since over time design intent can wane). Hard to give a solid answer on this one. It**~~

depends... But I think it would be a question of paving or not, and not sidewalks/curb improvements. I attached a couple of photos of Alder, though they are about 5 years old now. Note Alder is a County jurisdiction road, but the county usually yields to city standards.

3. Any other zoning considerations for placing a Police Station on this site? There are wetlands on this property based on delineations of adjacent property. But none of these are "significant" to the city, so no buffer or other provisions of Chapter 17.40 SHMC. Just DSL and maybe USACOE. Wetland study is wise. I attached the wetland info for an adjacent property on the west side; this property is shaped like an ax, with the "blade" portion abutting and facing the subject property along the Gable Road side. I have no record of DSL concurrence; that property remains undeveloped.

But note the wetland in the ditch of Alder Street.

The property's Apartment Residential zone doesn't list "public safety facility" as a use at all. So the a zone change would be necessary. Since the school district recently purchased it and it abuts the high school property, which is zoned Public Lands, that may be the zone to go with. Assuming the school district did not have residential development on their minds with this purchase, of course.



Thank you,

Professional Licenses & Certifications



Proposal

Date: August 4, 2025
Project: St. Helens Public Safety Building
To: Mackenzie
 RiverEast Center
 1515 SE Water Avenue, Suite 100
 Portland, Oregon 97214
Type of Services: Mechanical, Electrical, Plumbing, and Technology Engineering

Project Summary

The project is a new Police Station for the city of St. Helens, OR. The project will develop approximately 1.04 acres located at 1771 Columbia Blvd. The new building will be approximately 11,000sf, single story, essential facility.

Project Assumptions

1. This fee proposal is based on email and meeting dated July 10, 2025.
2. Project is based on 100% DD set completed 7/2023, with revisions per the accepted VE items dated 6/23/2025, apart from the emergency generator VE item. If a redesign of the emergency generator is needed, PAE can provide that as an additional service.
3. The delivery method used as the basis of this proposal is as follows
 - a. **Design-Bid-Build.** PAE will be contracted through the Architect who is contracted with the owner. PAE will be the Engineer of Record for the "Scope of Design Work" and will provide "Deliverables and Scope of Services" as described in this proposal. The general contractor and subcontractors will be selected by bidding the project documents after the design is completed. A contingency will be carried by the owner appropriate to the industry standard of care.
4. The Owner, Architect and other Design Consultants will provide all pertinent information in a timely manner prior to project milestones.
5. The Architect will provide a Revit model that includes floor plans, life safety plans that indicate rated assemblies and egress paths, and reflected ceiling plans. The Architect will model and show the exact location and mounting height for all visible MEPT equipment and devices in architectural plans and elevations. Architectural plans will show all user equipment that requires MEPT connections. PAE documents will adhere to the Level of Detail (LOD) listed under the "Building Information Modeling (BIM) and Coordination" section of this proposal.
6. Project structural engineer shall assist PAE by defining seismic criteria and designing seismic approach for mechanical/electrical equipment. The structural Revit model will be available prior to completion of the Design Development phase.
7. Civil Engineer will extend all utilities within 5' of the building. PAE will design up to 5' outside of the building except as specifically identified.
8. The project civil engineer will provide the design and be the engineer of record for any underground foundation drainage system (if required) for the project and issue the work as a "P" drawing if the local jurisdiction requires plumbing contractors to install the work.
9. A Landscape Architect and/or the Civil Engineer will be responsible for designing landscape irrigation systems.

10. An acoustical consultant will establish acoustical criteria and review the MEP documents for acoustical performance. The acoustical consultant shall provide ambient noise levels, determine the sound rating requirements for perimeter wall assemblies, and provide recommendations for mechanical / vibration isolation and other acoustical control measures.
11. Value Engineering Changes: The fees provided in this proposal can accommodate most changes to the design of the MEP systems due to the Value Engineering (VE) process through the end of the Design Development phase. However, VE design changes made at any time during the project, which require significant engineering and/or coordination re-work (i.e. engineering and/or coordination work previously completed is no longer valid, or useful, due to the changes) will be identified and an additional service proposal will be presented for approval.
12. Interaction or coordination with a third-party review hired by the owner is not included. If requested, PAE can provide an additional service proposal to review and respond to a third-party peer review, including substantiating the proposed design and potential modifications to the completed work.
13. The following deadlines are expected:
 - a. 100% Design Development
 - b. Photometric drawings for land use submission
 - c. 100% Construction Document Progress / Building and MEP Permit

Note: If deadlines are added beyond those listed above or the Building and MEP Permit intake is required prior to 95 percent CD to support the overall project schedule, an additional service will be submitted to accommodate added deadlines and/or work delivered out of sequence.
14. The commissioning agent will provide all documentation and services as required by the local energy code, and authority having jurisdiction, including completed permit forms.
15. Though the project will follow previously approved approaches for HVAC systems, updates to energy code and available refrigerant technologies will require reselection and re-coordination of mechanical equipment during the DD phase.
16. At the beginning of the Construction Administration phase and prior to fabrication and installation of MEP system, General Contractor and MEP sub-contractors will prepare and submit product information and shop drawings for MEP systems to the design team for review and comments. For each design discipline, documents will be submitted at one time and in single submittal package. Multiple submittal reviews for each design discipline are outside of the base scope of work and may be subject to additional fees.

PAE Scope of Design Work

MECHANICAL SYSTEMS

1. Heating, ventilation, and air conditioning.
2. Site: none.

PLUMBING SYSTEMS

1. Plumbing: gas, sanitary, storm sewers, domestic hot and cold water, and fixture selection.
2. Fire protection: performance documents for sprinkler systems.



August 4, 2025

ELECTRICAL SYSTEMS

1. Site electrical: permanent building power, site and parking lot lighting.
2. Power: service distribution, branch panels, and connections to mechanical equipment.
3. Emergency/standby power and distribution system.
4. Fire Alarm System: Performance Documents for fire alarm system (i.e. performance specifications, major equipment space allocation, final design and device layout provided in a deferred submittal by the FA Contractor)
5. Interior lighting and exterior lighting: PAE will provide switching, controls and power connections based on lighting design concept and standard luminaire selection provided by LUMA during previous SD phases.
 - a. Exit sign specification and placement will be completed by the Architect and incorporated into the lighting plans by the PAE Electrical Engineer.
6. Special systems: metering, controls, and UPS.
7. Performance documents for electrical distribution system Arc Flash Hazard Analysis and emergency system Selective Coordination Study.
8. Site technology: raceway for telephone, data and cable.
9. Raceway and outlets for telecom system (system, equipment and cabling design by others).
10. Raceway for a security access control system (system, equipment and cabling design by others).

TECHNOLOGY SYSTEM DESIGN

1. Telecommunications System Design:
 - a. Integrated telecommunications data/voice distribution design including service provider entrance.
 - b. Telecommunications room and space design.
 - c. Building cabling systems.
 - d. Cable/master antenna TV or satellite TV distribution system.
2. Courtroom Technology:
 - a. Courtroom technology communication and audiovisual, including video-capture, annotation, video switching, AV control system, digital signage, speech & audio reinforcement.
3. Audiovisual System Design:
 - a. Presentation and conferencing systems.
 - b. Public address systems.
4. Electronic Safety and Security Systems Design:
 - a. Surveillance CCTV system and IP video cabling infrastructure.
 - b. Intrusion detection system and infrastructure.
 - c. Access control and infrastructure.
 - d. Integration with paging and mass notification systems.
 - e. Video analytics system specifications
 - f. Camera field of view study and layout.

**ENERGY SYSTEMS SCOPE OF WORK**

1. Help the team meet the State of Oregon's requirement that 1.5% of the construction budget for a publicly funded project be dedicated to solar energy systems (including photovoltaics or solar thermal). Integrate such systems or approaches into the design documents and review their installation as part of the construction administration phase.

PAE Deliverables and Scope of Services**DESIGN DEVELOPMENT PHASE**

1. Attend design meetings with the architect, owner, and other consultants. Meetings will be conducted via teleconference.
2. Develop system space requirements.
3. Conduct energy codes analysis for updates from previous design.
4. Develop system calculations.
5. Coordinate with design team members.
6. Provide deliverables for the Design Development phase:
 - a. Drawings and narratives to define project system components. Drawings shall include equipment locations and main routings, details and diagrams.
 - b. Preliminary specifications.
 - c. Review of system construction cost estimates prepared by others.
 - d. Cut sheets describing HVAC, plumbing, and electrical equipment.
 - e. New Land Use Package:
 - 1) Lighting photometric plan

CONSTRUCTION DOCUMENTS PHASE

1. Attend design meetings with the architect, owner, and other consultants.
2. Finalize design calculations.
3. Finalize utility coordination.
4. Provide deliverables for the Construction Documents Phase:
 - a. Working drawings in cooperation with project team necessary for permit and contract documents.
 - b. Project specifications necessary for permit and contract documents.
 - c. Energy code compliance forms for mechanical systems and lighting:
 - 1) Compliance will be demonstrated via the Prescriptive Path or Simplified Trade-Off Approach with envelope performance and area take-offs provided by the architect. Demonstration of compliance by the Whole Building Approach will be an Additional Service.

PERMITTING PHASE

1. Review and respond to permit review comments.
2. Provide updated/revised drawings as necessary for permit.



August 4, 2025

BIDDING PHASE

1. Review bids.
2. Review substitution request forms.
3. Provide design clarifications and addenda material.

CONSTRUCTION ADMINISTRATION PHASE

1. Perform periodic onsite observations of MEPT systems to observe construction progress (2 visits each for Mechanical and Electrical, and one visit for technology are included prior to final punch). Attendance at weekly job meetings is not included; however, PAE will attend specific meetings where our support to resolve specific mechanical and electrical issues as required.
2. Assist in construction coordination for system elements of the project.
3. Review system shop drawings.
4. Provide design clarifications where necessary.
5. Respond to RFIs.
6. Review record drawings prepared by contractor.
7. Review operation and maintenance instructions prepared by contractor.
8. Conduct final observation for each discipline and prepare final observation report. Follow-up visits to recheck or verify contractor corrected items from the final observation report will be billed at our standard hourly rates.

Building Information Modeling (BIM) and Coordination

PAE's final deliverables will include the contract drawings, not the BIM file. If the general contractor would like to use the BIM file for their purposes, a standard release form will need to be signed.

The BIM Level of Development (LOD) for the design phases will follow AIA standards as follows:

1. Design Development – AIA Standard G202-2013 BIM LOD 100.
2. Construction Documents – AIA Standard G202-2013 BIM LOD 200.

The contract drawings will be prepared in Revit. The model elements will be graphically represented as generic objects with enough detail to communicate size, shape, location, and orientation of all equipment and appurtenances. PAE Revit files will be provided to the consultant design team for reference and coordination, but linked content from PAE's model will not be used to populate the architectural or other consultants' contract drawings.

When subconsultant AutoCAD backgrounds and Revit model are provided by civil, landscape, or other subconsultants, the Architect is responsible for correctly linking base AutoCAD drawings and Revit models from other consultants into the architectural Revit model for use by PAE.

PAE will coordinate building systems with other disciplines based on the traditional Engineer of Record (EOR) "Standard of Care". The EOR's standard of care for the coordination of mechanical and electrical systems with structural, architectural and other discipline's system elements is such that everything must "fit" within the spaces allocated (i.e. plenums, shafts, mechanical and electrical rooms, etc.). However, the EOR is not responsible for resolving every clash detected by programs such as Navisworks.



August 4, 2025

If BIM 360 or another live BIM collaboration method is utilized on a project, it is understood that portions of the work may not be coordinated at intermediate milestones due to the concurrent development of the architectural work with the MEPLT work up to the deadline. It is anticipated that the architectural floor plans will have minimal updates during the Construction Document phase and are frozen for a significant duration before any formal permit or construction deliverable.

As part of the Shop Drawing process, the general contractor and sub-contractors will be responsible to provide detailed coordination of service routing with the other trades (i.e. BIM LOD 400) prior to the start of construction and fabrication. If spatial conflicts arise where building system elements will not physically fit within the space allocated, the EOR will be notified and lead the resolution of the issue. Upon completion of the project the client may request the general contractor to provide a BIM LOD 500 file, which incorporates as-built conditions.

Excluded Services

This proposal does not encompass the following items:

1. Weekly design coordination printings and model updates.
2. Active telecommunications systems (servers, routers, network switches, wireless access points, etc.).
3. Digital Signage Systems.
4. Room Scheduling Systems.
5. Sound Masking Systems.
6. Video Surveillance Systems.
7. Architectural lighting design.
8. Daylighting modeling.
9. Design services (civil) for utility connections beyond 5 feet of the building, except as specifically identified. Building plumbing system piping design will be extended 5 feet outside of the building for connection coordinated by others.
10. Acoustical analysis.
11. Energy study & modeling.
12. Whole Building Energy Code compliance modeling.
13. Energy incentive program assistance.
14. Alternate designs for cost/value comparisons after the DD phase.
15. Construction cost estimates for systems.
16. Multiple bid packages.
17. Commissioning.
18. Record drawings.
19. Onsite observation performed at the end of the warranty period.
20. Post-occupancy energy simulation model calibration.



Fees and Reimbursable Expenses

PAE will be compensated on a lump sum fee basis for the **Design Development, Construction Documents, Permitting and Bidding phases** as shown in the following tables.

Basic Service Fees

Phase	MEP
Design Development	\$45,000
Construction Documents	\$67,500
Permitting	\$4,000
Bidding	\$4,500
Total	\$121,000

PAE will be compensated on an hourly basis for **Construction Administration phase**, per PAE's current standard hourly fee schedule (copy attached), excluding reimbursables.

Basic Service Fees

Phase	MEP
Construction Administration	\$36,500
Total	\$36,500

~~Fees will be billed monthly in proportion to the services performed. Fees shall be paid within 30 days of billing.~~

Reimbursable expenses will be billed at cost. They include mark-up printing and reproduction costs; delivery services; extended travel costs including transportation, food and lodging; local travel costs including taxi, parking and mileage. It is assumed that all milestone printings will be provided by a reprographics firm hired by the architect, or owner and are not included.

PAE has estimated the reimbursable total expenses at \$3,000 and will not exceed this amount without prior authorization.

Project Schedule

It is understood that the project is tentatively scheduled to begin August 2025, and the following is an estimated schedule for the proposed project. Delays beyond this time-period could affect the project fee. Fees would be renegotiated prior to the services being performed.

Phase	Duration (Months)
Design Development	3
Construction Documents	4
Permitting	3
Bidding	3
Construction Administration	18

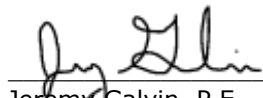
Note: Project holds or delays more than 2 months may be subject to an additional service due to inefficiencies in staffing and engineering design process.

Permit Submittal Note: An early permit submittal (i.e. anything earlier than about 95% CD) will require the MEP engineering to advance well ahead of the architectural design to satisfy the level of completeness required by the code reviewers. Therefore, any re-work of design and engineering required due to design changes after the permit submittal will require an additional service to cover this work.

Standard Terms and Conditions

Any contract made between the parties relating to this work will include the Standard form of Agreement between Architect and Owner, similar to AIA B-101 2017, and Standard Form of Agreement between Architect and Subconsultant, similar to AIA C-401 2017. This proposal is contingent upon our review and acceptance of the Standard Terms and Conditions within these Agreements.

Proposed by:



Jeremy Galvin, P.E.
PAE



Chelsea DeYoung, CDT
PAE

CND/jpg

Accepted by:

Jeff Humphreys, AIA, CSI, LEED AP
Mackenzie

Date



August 4, 2025

Hourly Rates

Effective: January 1, 2025

Staff Category	Rate/Hour	Staff Category	Rate/Hour
General Administrative	\$135	Technology Designer 1	\$170
Marketing	\$135	Technology Designer 2	\$185
Graphics Designer	\$170	Technology Consultant 3	\$210
Project Coordinator 1-2	\$140	Technology Senior Consultant 4	\$225
Senior Project Coordinator 3-4	\$180	Technology Senior Consultant 5	\$250
Senior Project Coordinator 5-6	\$205	Technology Specialty Security Consultant 6	\$275
BIM Technician 1-2	\$160	Technology Specialty AV Consultant 6	\$275
BIM Technician 3	\$180	Technology Specialty ICT Consultant 6	\$275
BIM Technician 4	\$190	Technology Associate 6	\$275
BIM Technician 5	\$235	Technology Senior Associate 7	\$300
BIM Director	\$280	Technology Associate Principal 8	\$315
Senior Office Management	\$315		
MEP Engineer/Designer 1	\$170		
MEP Engineer/Designer 2	\$185		
MEP Engineer/Designer 3	\$205		
MEP Senior Engineer/Designer 4	\$235		
MEP Senior Engineer/Designer 5	\$255		
MEP Associate 6	\$270		
MEP Senior Associate 7	\$295		
MEP Associate Principal 8	\$320		
Principal 9	\$345		
Senior Principal 10	\$380		

Note: Billing rates are subject to annual increases and will be adjusted at the beginning of each calendar year.



August 4, 2025

Adrienne Linton
Mackenzie
RiverEast Center
1515 SE Water Avenue #100
Portland, OR 97214

RE: Proposal for Additional Services – St Helens Public Safety Building Redesign

Dear Adrienne,

The following is our proposal to provide additional acoustical design services for the St Helens Public Safety Building redesign at the new location at 1771 Columbia Blvd in St. Helens, OR.

Our scope of work will involve evaluating the acoustical aspects of the project, including architectural acoustics, mechanical noise and vibration, and provide design solutions to meet the project criteria. We will evaluate noise levels from exterior noise to the building interior and provide recommendations for the building envelope to ensure noise levels are within acceptable levels for noise sensitive areas, in addition to a survey of noise from the facility to the surrounding properties. We will provide review and analysis for the acoustical aspects of the project, including selection of wall assemblies, acoustical treatments, mechanical noise and vibration control, and provide design details and product information as necessary. Our services will extend through the DD, CD, and CCA phases of the project. During the construction phase we will be available to review submittals, answer field questions and conduct site inspections.

We will provide the following services within with this scope of work:

DD Phase

Services during this phase will include developing the architectural design elements with respect to the criteria, such as wall assemblies and acoustical finishes, and evaluation of the MEP systems.

Architectural Acoustics

1. Review project documents with respect to acoustical criteria.
2. Update DD report based on the redesign, including drawings and specifications to be incorporated in the drawing set.
3. Attend project meetings as necessary to coordinate acoustical design.

MEP System Noise and Vibration Control

1. Review project design Evaluate noise levels from the HVAC system with respect to supply, return, crosstalk, and vibration based on ASHRAE guidelines.
2. Provide noise and vibration control solutions to meet the design criteria. Coordinate with the mechanical engineer to incorporate into the project documents.
3. Provide a report documenting noise control recommendations and criteria.

Construction Documents

During the CD phase we will provide review and documentation to support the acoustical design elements for construction detailing. We will provide a comprehensive review and solutions to control noise and vibration from the MEP systems.

Architectural Acoustics

1. Review progress drawings for incorporation of acoustical designs. Identify and coordinate items that need to be addressed or updated.
2. Develop and coordinate construction details for walls, window assemblies, doors, and specific acoustical conditions such as mullions and wall/ceiling intersections related to the acoustical performance of the assemblies.
3. Coordinate details, layouts, and other design considerations for acoustical finishes.
4. Issue specifications for acoustical products formatted to project standards. Specifications typically include acoustical sealant, resilient channels, acoustical panels, operable partitions, etc.
5. Provide a CD acoustical report including product information, details, etc to support the recommendations.
6. Attend project meetings as necessary to coordinate acoustical design.
7. Review drawings and specifications at each major drawing release with respect to acoustical design. Issue a report of the review items.

MEP System Noise and Vibration Control

1. Review the mechanical design and provided revised recommendations as necessary to meet the design criteria.
2. Provide final mechanical noise control details for penetration isolation, vibration isolation, and noise control elements.
3. Provide final mechanical noise and vibration control specifications.
4. Provide a property line noise study, which includes evaluating noise from major mechanical and other noise-generating equipment and sources such as police sirens to adjacent properties with respect to pertinent code requirements. Provide noise control requirements for equipment to meet code levels where necessary. Provide a report documenting the study which can be submitted for permitting.

CCA Phase

1. Review product submittals, substitution requests and shop drawings for conformance with acoustical details and specifications issued in the construction documents.
2. Provide site visits to inspect implementation of acoustical scope. At the completion of each site visit we will issue a report of our observations and corrections for compliance with construction documents.
3. Attend / conference into construction meetings as necessary.

Our team will include Alan Burt as the project manager and primary consultant, assisted by our consultants for analysis and drawing details.

The following are the estimated fees for the project per phase:

Item	Fee
Site Noise Study	\$2,500
DD Phase	\$3,000
CD Phase	\$5,000
Total – Design	\$10,500
CCA Phase	\$4,500

Services during the design phase will be provided on a fixed fee basis. Services during the CCA phase will be provided on an hourly basis not to exceed the total fee. Additional services will be provided on an hourly basis or as otherwise agreed. Our fees include all overhead expenses including printing, use of acoustical equipment and administrative support.

Please contact me if you have questions or need additional information.

Sincerely,
SSA Acoustics, LLP



Alan Burt, P.E.
MANAGING PARTNER
SENIOR ACOUSTICAL CONSULTANT

St. Helens Police: 1771 Columbia Design - 2210310.11

	PD	SD	DD	LU	CD	PERMIT	BID	CCA	TOTALS
ARCHITECTURE / PROJECT MGMT			\$48,000	\$6,000	\$123,100	\$15,700	\$10,000	\$182,000	\$384,800
INTERIOR DESIGN			\$6,000		\$36,500	\$2,600	\$2,000	\$40,000	\$87,100
STRUCTURAL			\$6,000		\$61,000	\$7,000	\$3,000	\$66,000	\$143,000
LAND USE PLANNING			\$4,000	\$25,000	\$1,500	\$4,000	\$0	\$1,500	\$36,000
CIVIL			\$30,000	\$2,000	\$20,000	\$10,000	\$3,000	\$15,000	\$80,000
LANDSCAPE			\$8,500	\$1,500	\$7,800	\$4,000	\$2,700	\$5,500	\$30,000
TRAFFIC			\$2,500	\$3,500		\$2,000			\$8,000
Mackenzie Subtotal	\$0	\$0	\$105,000	\$38,000	\$249,900	\$45,300	\$20,700	\$310,000	\$768,900
MEP CONSULTANT			\$49,500		\$74,250	\$4,400	\$4,950	\$40,150	\$173,250
ACOUSTIC ENGINEER			\$6,050		\$5,500			\$4,950	\$16,500
CONSULTANT SUBTOTAL	\$0	\$0	\$55,550	\$0	\$79,750	\$4,400	\$4,950	\$45,100	\$189,750
GRAND TOTAL FEE (.11)	\$0	\$0	\$160,550	\$38,000	\$329,650	\$49,700	\$25,650	\$355,100	\$958,650
Amount Left in (.05)/(.06) Contract	\$0	\$0	\$0	\$0	\$206,419	\$44,000	\$30,000	\$320,000	\$600,419
Total ROM Additional Service									\$358,231

MACKENZIE.

Portland, OR ■ Vancouver, WA ■ Seattle, WA ■ Sacramento, CA

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REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Scanning – Black & White

Small Format: \$0.25/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet
(Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet
(Including Half Size)

Printing/Copying – All Sizes

Black & White: \$0.21/sq. ft.
Full Color: \$4.00/sq. ft.

Fax

Local: \$1.00/sheet
Long distance: \$1.30/sheet

OTHER IN-HOUSE REIMBURSABLE ITEMS

Check Generation Fee

\$25.00

Automobile Mileage

Billed according to IRS guidelines

Delivery Service

Fixed rates: \$7.75 to \$54.40
(depending on mileage)

Data Supplies

CD documentation: \$15.00
DVD documentation: \$30.00

Report Binder

Without tabs: \$3.00/book
With tabs: \$4.00/book

Foamcore:

\$4.25/sheet

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STANDARD HOURLY BILLING RATE SCHEDULE*

PRINCIPALS \$ 200 – \$ 290

ARCHITECTURE/LANDSCAPE

Design Director	\$ 200 – \$ 260
Senior Project Architect	\$ 205 – \$ 230
Project Architect I – III	\$ 125 – \$ 205
Architectural Designer II-III	\$ 90 – \$ 190
Architectural Designer I	\$ 75 – \$ 95
Designer/Drafter	\$ 70 – \$ 95
Intern	\$ 70 – \$ 80

ENGINEERING

Senior Project Engineer	\$ 200 – \$ 250
Project Engineer I – III	\$ 125 – \$ 225
Designer I – II	\$ 90 – \$ 170
Transportation Analyst I – II	\$ 75 – \$ 125
Designer/Drafter	\$ 90 – \$ 150
Intern	\$ 70 – \$ 80

PLANNING

Senior Project Planner	\$ 200 – \$ 235
Project Planner I – IV	\$ 95 – \$ 200
Permit Coordinator	\$ 60 – \$ 100
Assistant Planner	\$ 85 – \$ 125
Intern	\$ 70 – \$ 80

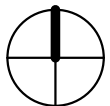
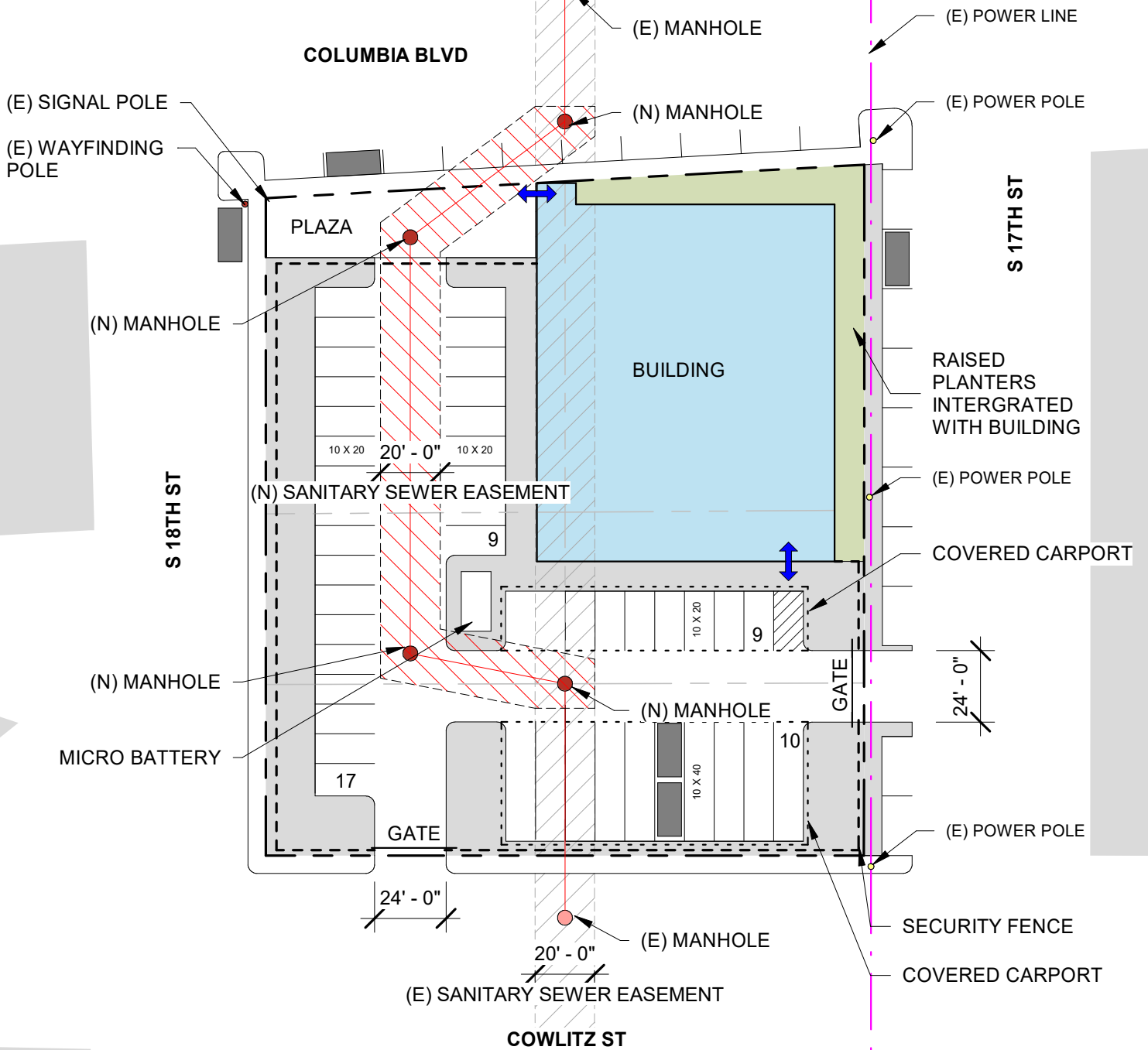
INTERIOR DESIGN

Senior Project Interior Designer	\$ 190 – \$ 230
Interior Designer III – V	\$ 110 – \$ 180
Interior Designer I – II	\$ 75 – \$ 125
Intern	\$ 70 – \$ 80

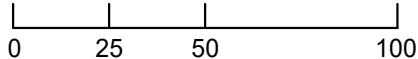
ADMINISTRATION

Administrator	\$ 75 – \$ 195
Word Processor	\$ 85 – \$ 100
Graphic Artist	\$ 90 – \$ 135

*Subject to change April 2026



SCALE: 1" = 50'-0"





PROJECT S 1st and St Helens Intersection Improvements

PROJECT NO. R-685

CONTRACTOR Moore Excavation Inc.

DATE May 30th, 2025

PROJECT WALK-THROUGH May 29th, 2025

PROJECT PUNCH LIST

I. Concrete and Site Furnishings **See Appendix A for additional concrete crack locations**

- ☐ Edge of concrete and wall to Cross Fit Gym needs to be sealed with grout. Sheet 3A-4.



- ☐ Curb section has a crack in it and needs to be replaced. Sheet 3A-2.



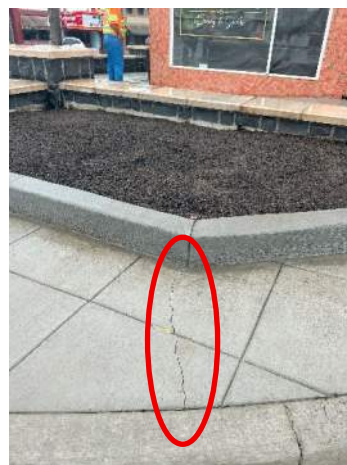
- ❑ Curb section has a crack in it and needs to be replaced. Sheet 3A-3.



- ❑ Chunk of concrete is missing from this sidewalk section. Panel needs to be repaired with grout. Sheet 3A-2



- ❑ Remove and replace concrete panels with crack heading out to curb. Sheet 3A-5.



- ☐ Remove and replace concrete panels with crack at the landing. Sheet 3A-5.



- ☐ Concrete panel needs to be repaired with grout near Tattoo Shop entrance. Sheet 3A-5.



- ☐ Concrete around V-lock needs to be grouted and finished. Sheet 3A-2.



- ☐ Concrete panels with cracks need to be replaced near guywire. Sheet 3A-5.



- ☐ Concrete panels needs to be repaired with grout near Gnome Grown driveway. Sheet 3A-2.



- ☐ Concrete panel needs to be replaced near Gnome Grown driveway. Sheet 3A-2.



- ❑ Concrete panel needs to be replaced near Planter E south column. Sheet L1.01.



- ❑ Concrete panel needs to be repaired with grout on the Northeast Quadrant. Sheet 3A-3.



- ❑ Concrete panels and curb with cracks need to be replaced at Planter A. Sheet 3A-3.



- ☐ Repair damage to precast cap for Planter D and Planter A. Sheet L4.01.



- ☐ Repair damage to precast cap edge for Planter A. Sheet L4.02.



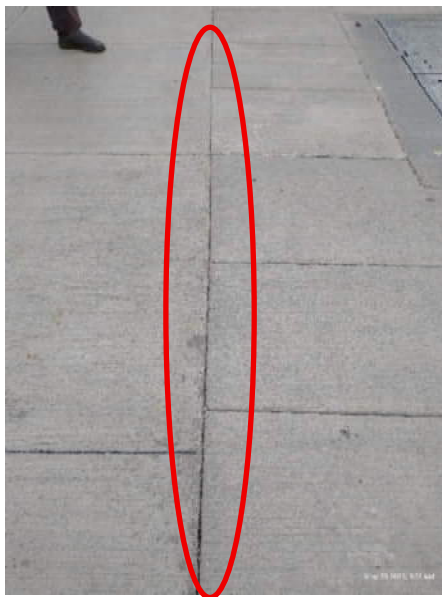
- ☐ Grout concrete damage near the bike racks where the bolts were drilled in. Sheet L1.01.



- ❑ Grout concrete damage near the bench where the bolts were drilled in. Sheet L1.01.



- ❑ Excess concrete between pours has spilled over this joint and along the curb section and needs to be removed and cleaned near the Gnome Grown walkway area. Sheet 3A-2.



- ❑ Concrete panels with cracks need to be replaced. Sheet 3A-3



II. Storm System

- ☐ Swap out sanitary manhole lid for a storm manhole lid with more holes at MH2. Clean up concrete that has spilled onto the lid. Swap storm lid for sewer lid at Keynote 16. Sheet 3.

**III. Landscaping and Irrigation**

- ☐ Install Hanging Baskets and Irrigation Arms per Sheet L3.01.
- ☐ Test Irrigation controller with Parks Department and ensure controller is operating correctly. Provide O&M manuals to City/Parks Department. Sheet L2.01.
- ☐ Mark or flag the location of buried gateway foundation so it can be easily located in the future without having to tear up all the landscaping (both locations)



IV. Electrical, Lighting, and JUT

- ☐ Install light poles and wayfinding pole at the intersection. Sheet L1.01 and IL-2.

**V. Striping and Signage**

- ☐ Remove temporary paint marks on the asphalt used for striping layout.



- ☐ Reinstall US30 sign at the Northeast Quadrant. See Sheet SS-1. US30 Sign has been installed, but arrow appears to be missing.



VI. Closeout

- ☐ Substantial Completion: Sign and return attached Exhibit E, Certificate of Substantial Completion.
- ☐ Complete Punch List work within 30 days of the Substantial Completion.
- ☐ After punch list work is done and verified, submit Exhibit F, Certification of Compliance, and Exhibit G, Contractor's Release of Liens and Claims.
- ☐ Submit final invoices and pay requests with or after submittal of Exhibits F and G.
- ☐ Upon verification that all punch work is completed, Exhibit H, Certificate of Final Completion will be issued, final payment will be processed, and the retainage bond will be released.

PRIOR TO WORKING ON OR COMPLETING A PUNCH LIST ITEM, CONTRACTOR SHALL NOTIFY ALEXANDER BIRD, 971.246.2000, SO THAT PUNCH LIST ITEMS CAN BE VERIFIED AND CHECKED OFF.

SW corner – Low spot that is collecting ~1/2" of water



NW Corner – Communication junction box lid has a lip



a.

All walls/columns – there is excess grout on most stone veneer that needs to be removed.



a.

All walls/columns - the precast caps have inconsistent color. Some are streaked or otherwise inconsistent within the cap, and some have solid color that varies from the others. Examples (not all instances) are shown below.

a. Planter D:



b. Planter A:



c. Planter D:



d. SW corner:



e. Planter C:



All walls/columns – there are discolorations/streaks/smudges on many of the caps which appear to be excess pigment used to color the caps. These discolorations (plus the color variations in item 9) seem to indicate that a surface-applied color stain was used, instead of integral color in the concrete mix as specified in 0596C.17-e. Further, 48 oz. of “dye” was indicated in the precast mix design in Submittal 060.2 (no surface applied stain was submitted). Surface stain would be indicated by a gray interior in the caps broken by light pole installation – ignore surface chips, which may have predated the stain, or been touched up later. If the caps have a surface stain, they should be replaced with integral color caps, or a credit provided to the City for the cost difference. If the caps are not replaced, the discolorations need to be cleaned off. Examples (not all instances) are shown below. [Cracked caps to be replaced per directive issued 8.28.2025](#)

a. Planter C:



b. Planter C:



c. Planter C:



d. Planter C:



e. Planter E:



f. Planter E:



Most walls/columns – there are many chips in the precast caps, that need to be repaired with color-matched mortar. Examples (not all instances) are shown below.

- a. Planter B: [Cracked caps to be replaced per directive issued 8.28.2025](#)



- b. Planter B:



- c. Planter A:



d. Planter D:



e. Planter E:



All walls/columns – the precast caps have sharp, rough as-cast lower edges, instead of the 1/8" bottom chamfer called out in detail 3/L4.00 and 0596C.17-F-1. The chamfer would have prevented much of the chipping seen along the lower edges.



a.

Planter E – the wide grout joint shown below is well outside the specified width range, reference 00596C.44-e.



a.

Reapply anti-graffiti coating after any repairs/cleaning to seat wall caps and stone veneer.

Cracks have developed around this water meter box. Remove and replace concrete panels and install expansion joint around water meter box



S 1st and St Helens SE Quadrant

Joint needs to be cut through to match curb joint. Remove and replace short panel

S 1st and St Helens SE Quadrant

Remove and replace panel and
install expansion joint to
prevent further cracking from
spreading

S 1st and St Helens NE Quadrant

Remove and replace panels
and install expansion joint
around water meter box to
prevent further cracking from
spreading

S 1st and St Helens NE Quadrant

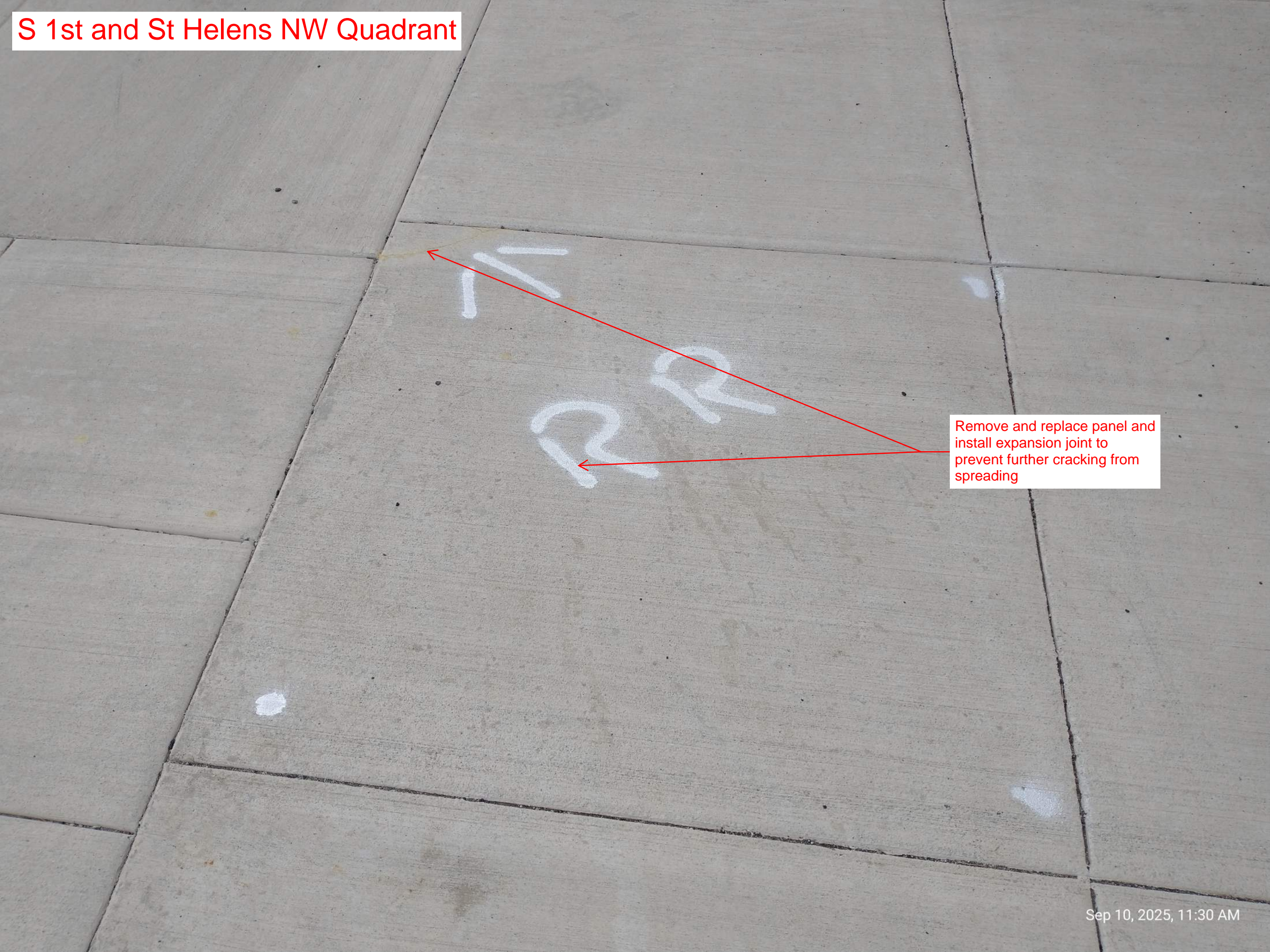


Remove and replace panel and install expansion joint around street lighting box to prevent further cracking from spreading

S 1st and St Helens NE Quadrant

Planter curb has a crack in the middle and needs to be replaced. Additional joints along the curb need to be put in to mitigate future cracking

S 1st and St Helens NW Quadrant



Remove and replace panel and
install expansion joint to
prevent further cracking from
spreading

S 1st and St Helens NW Quadrant



Remove and replace panels and install expansion joint around communication box to prevent further cracking from spreading. Comms box needs to be adjusted to be flush with finished grade

S 1st and St Helens NW Quadrant



Remove and replace panel and install expansion joint around street lighting box to prevent further cracking from spreading

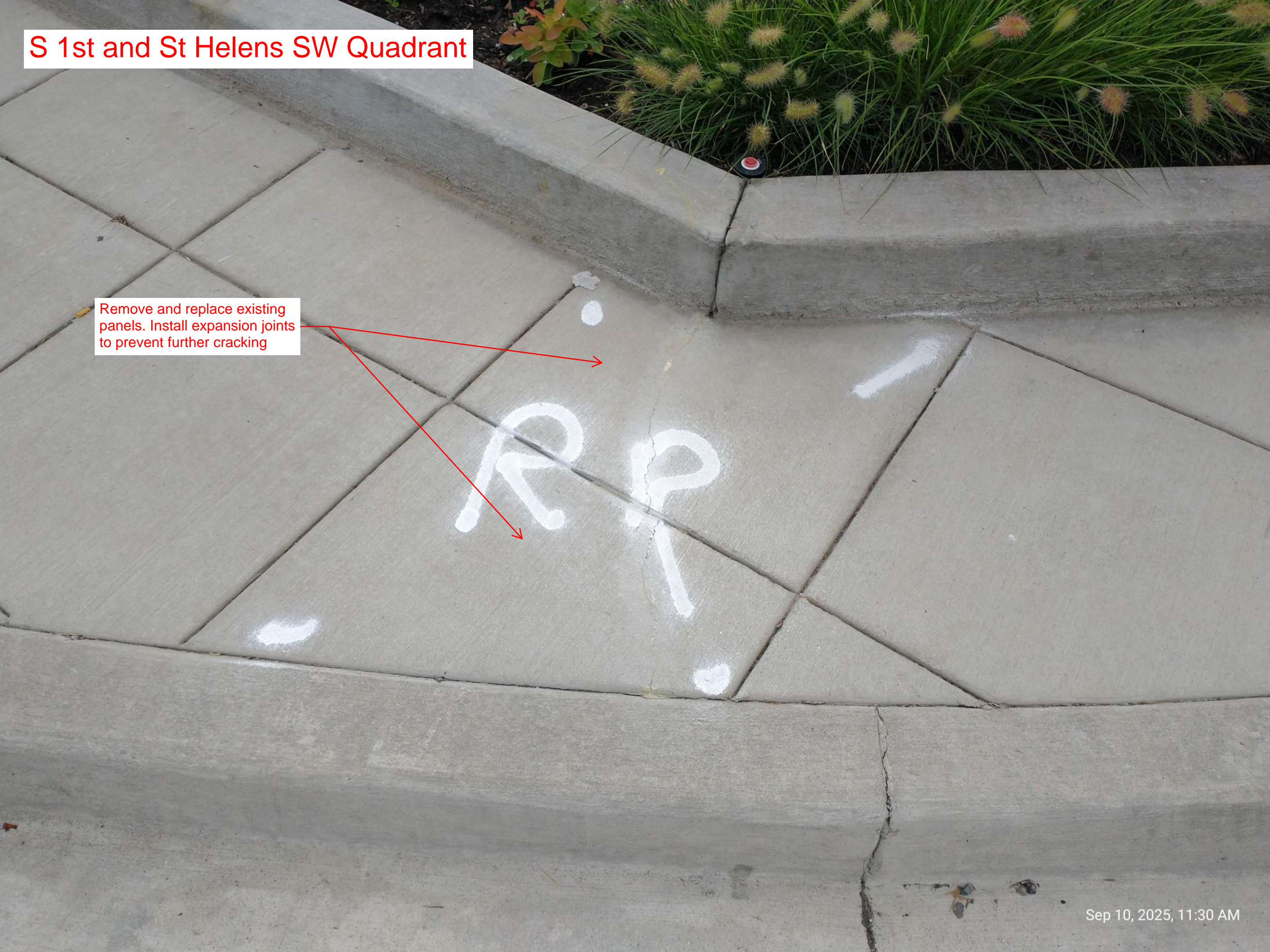
S 1st and St Helens NW Quadrant

Planter curb has a crack in the middle and needs to be replaced. Additional joints along the curb need to be put in to mitigate future cracking

Remove and replace existing panels. Install expansion joints to prevent further cracking

S 1st and St Helens SW Quadrant

Remove and replace existing panels. Install expansion joints to prevent further cracking



S 1st and St Helens SW Quadrant

Remove and replace panel and
install expansion joint around
street lighting box to prevent
further cracking from spreading



S 1st and St Helens SW Quadrant

Replacement work to be done
by Lumen at this location

RRR

RRR

Remove and replace panel and
install expansion joint to
prevent further cracking from
spreading

S 1st and St Helens SW Quadrant

Remove and replace panel and
install expansion joint to
prevent further cracking from
spreading

Replacement work to be done
by Lumen at this location

Sep 10, 2025, 11:31 AM

S 1st and St Helens SW Quadrant

Remove and replace
segment of curb and gutter
that has cracked

S 1st and St Helens SW Quadrant

Pieces of curb need to be grouted and fixed

Pieces of sidewalk need to be grouted and fixed



DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
265 Strand Street, St. Helens, OR 97151
Phone: 503.397.6272 Web: www.sthelensoregon.gov

Item #5.

PROJECT S 1st and Strand Undergrounding Electrical Services PROJECT NO. M-532
ENGINEER OTAK Inc. / R&W Engineering DATE 9/09/2025
CONTRACTOR Moore Excavation Inc. / Northstar Electric
PROJECT WALK-THROUGH Thursday, December 19th, 2024, 1:30 P.M.

PROJECT PUNCH LIST

I. Closeout

- ☐ Submit Exhibit F, Certificate of Compliance, and Exhibit G, Contractor's Release of Liens and Claims.
- ☐ Submit final invoices and pay requests and retainage with or after submittal of Exhibits F and G.
- ☐ Upon verification that all work is completed, Exhibit H, Certificate of Final Completion will be issued and final payment with retainage released.

PRIOR TO WORKING ON OR COMPLETING A PUNCH LIST ITEM, CONTRACTOR SHALL NOTIFY ALEXANDER BIRD, 971.246.2000, SO THAT PUNCH LIST ITEMS CAN BE VERIFIED AND CHECKED OFF.



PROJECT S 1st and Strand Road & Utilities Extension

PROJECT NO. P-525

CONTRACTOR Moore Excavation Inc.

DATE May 28th, 2025

PROJECT WALK-THROUGH May 20th, 2025

PROJECT PUNCH LIST

I. Concrete and Site Furnishings **See Attachment A for Additional Locations**

- ☐ Crack has developed near the top of the stairway at the Overlook. Panel needs to be replaced. Sheet L1.08.



- ☐ Bollards and light pole bases have some chips in the paint finish and need to be touched up. All Landscape Sheets.



- ❑ Crack has developed at the SE quadrant of Cowlitz and S 1st St near Planter 18. Replace concrete panel. Sheet L1.04.



- ❑ Skate stops near the Overlook planter need some additional grout in them. There is a gap between the stone cap and the skate stop. Sheet L1.08.



- ❑ Clean up rust coloring that has spilled onto the concrete. Sheet L1.37



- ☐ Replace concrete panel with crack at Cowlitz St and Strand St in the crosswalk. Sheet 3N.



- ☐ Replace concrete panels with cracks at the southwest end of Cowlitz St in the sidewalk. Sheet 3M.



- ☐ Replace concrete panels with cracks at the southwest quadrant of Cowlitz St and S 1st St in the sidewalk. Sheet 3E.



- ❑ Replace concrete panels with cracks at the northeast quadrant of Cowlitz St and S 1st St in the sidewalk. Sheet 3E.



- ❑ Interpretive sign panels need to be touched up. Visible scratches and tearing are observed. Sheet L1.02.



- ☐ Replace sidewalk panel with crack at the SW quadrant of Cowlitz and Strand Street. Sheet 3J.



- ☐ Replace concrete panel with crack south of Crooked Creek. Sheet 3E.



- ☐ Replace concrete panels with cracks at the northeast quadrant of Tualatin and S 1st St. Sheet 3E.



- ☐ Replace concrete panels with cracks in the southeast quadrant of Tualatin and S 1st St. Sheet 3E.



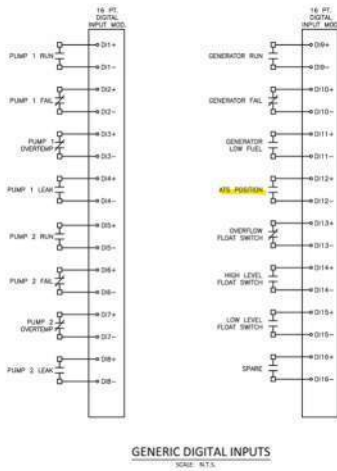
II. Storm System

- ☐ SDMH 8C lid needs to be swapped out to a standard City Manhole Lid. Rocks from the existing stockpile need to be cleared around it so it does not get buried. Sheet 3B.



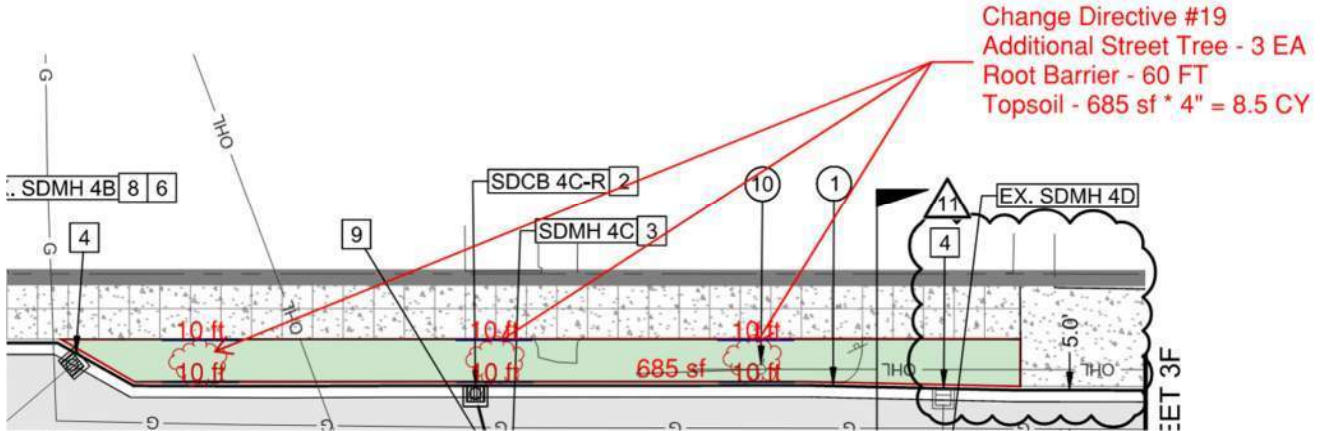
IV. Sewer System

- ☐ Automatic Transfer Switch is not syncing with the generator at the pump station and needs to be fixed. Sheet E8.00.



IV. Landscaping and Irrigation See additional items within Attachment B

- ☐ Plant street trees along S 1st Street per Change Directive #19. Sheet 3E. Seed in between established trees.



- ❑ Finish seeding and planting street tree in area north of Crooked Creek. Lower water meter box to finish grade. Sheet L1.03



V. Electrical, Lighting, and JUT

- ❑ Street lighting, vaults, and BMCL to be final inspected with CRPUD. Repair surface of light poles and bollards. All IL Sheets.



- ❑ Lumen Vault lid needs to be repaired on S 1st St East at STA 31+50. Sheet 3E.



VI. Grading

- ☐ Remove concrete, pipe, and asphalt debris from existing stockpiles on site.

**VII. Closeout**

- ☐ Substantial Completion: Sign and return attached Exhibit E, Certificate of Substantial Completion.
- ☐ Complete Punch List work within 30 days of the Substantial Completion.
- ☐ After punch list work is done and verified, submit Exhibit F, Certification of Compliance, and Exhibit G, Contractor's Release of Liens and Claims.
- ☐ Submit final invoices and pay requests with or after submittal of Exhibits F and G.
- ☐ Upon verification that all punch work is completed, Exhibit H, Certificate of Final Completion will be issued, final payment will be processed, and the retainage bond will be released.

PRIOR TO WORKING ON OR COMPLETING A PUNCH LIST ITEM, CONTRACTOR SHALL NOTIFY ALEXANDER BIRD, 971.246.2000, SO THAT PUNCH LIST ITEMS CAN BE VERIFIED AND CHECKED OFF.






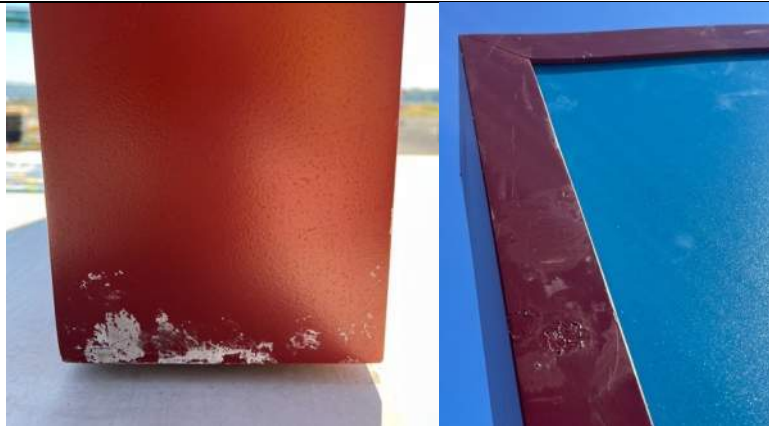
1st and Strand: Construction Final Punch List

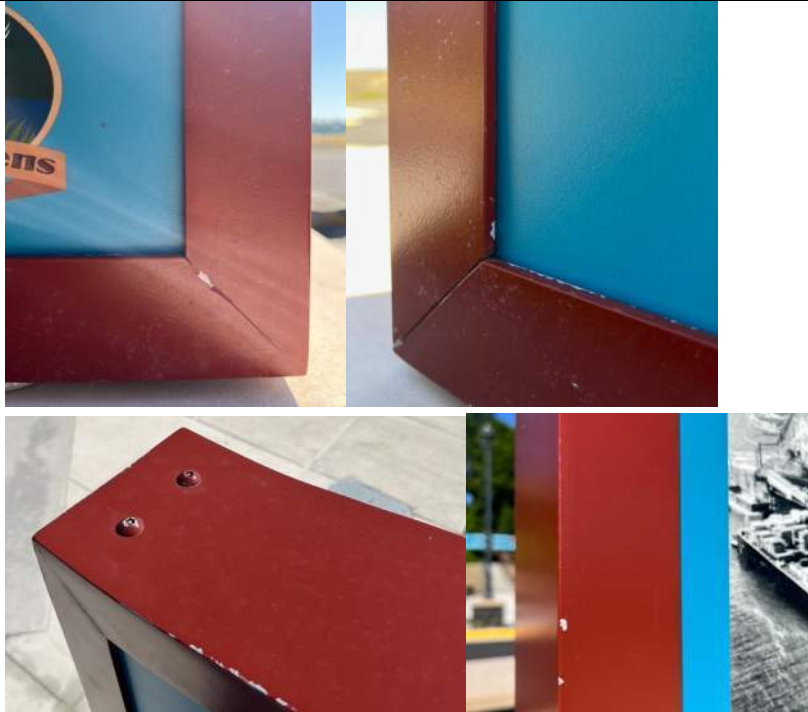

May 20, 2025


Project No.: 19823
Project Name: S 1st and Strand Road & Utilities Extension
Owner/Client: City of St. Helens
General Contractor: MEI
Engineer: Otak, Inc.
Date Issued: May 28, 2025
Target Final Completion Date: June 30, 2025

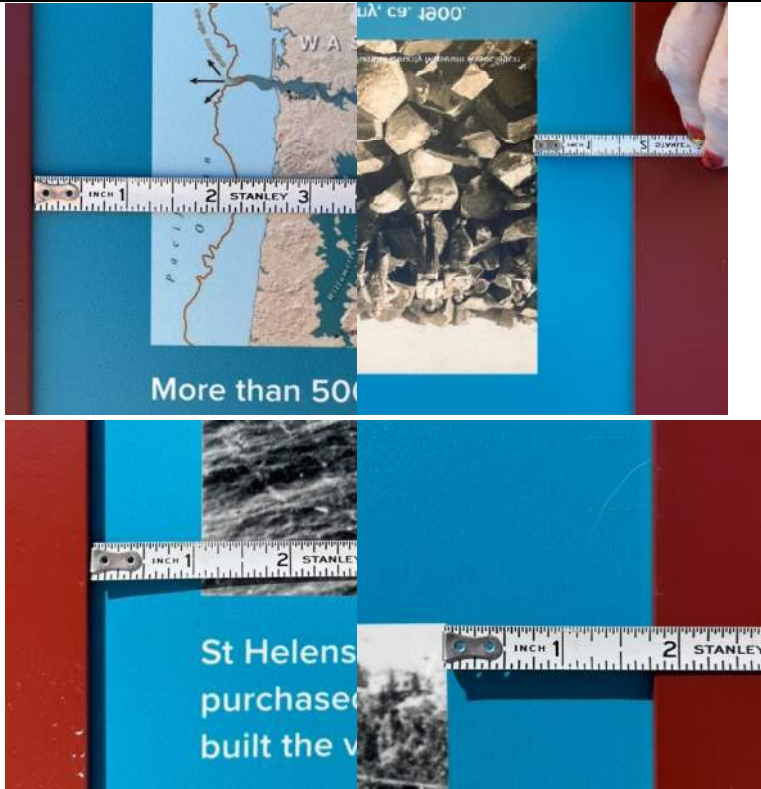
Area / Location	Discipline	Description of Deficiency or Incomplete Work	Picture(s)	Date Closed
General	Structures	Cracking at reentrant corners in flatwork. These were apparent at several locations. This is a very typical occurrence in unreinforced concrete flatwork construction and is a result of drying shrinkage of the concrete with stress rise caused by the re-entrant corner and is not preventable, it can only be controlled with either a contraction joint, or it can be minimized by including reinforcement in the flatwork, which would be atypical. Use of a low viscosity sealant, such as a methacrylate, can be used to seal the crack if desired.		

Area / Location	Discipline	Description of Deficiency or Incomplete Work	Picture(s)	Date Closed
Top of amphitheater	Landscape	Replant the planting area at the top of the amphitheater to match the layout shown in the sheets reissued on 1/21/25, "Planter Curb Update" with delta 21.		
WA-7	Water	Sta 33+00 does not look like a water meter box		
All	Landscape	Clean precast caps for an even finish. There are multiple locations where the precast concrete has a mottled appearance and dripping residue visible on the edges.		

Area / Location	Discipline	Description of Deficiency or Incomplete Work	Picture(s)	Date Closed
WA-7	Water	Sta 13+38 Adjustment of Water Meter Box		
Bluff Trail directionals	Signage	Bracket/band assembly are loose to the touch. Can bands be secured to discourage misalignment? Please advise. At both poles, the signs were nearly straight in line with each other and not angled to follow the path as advised on plan drawings; please adjust before tightening. Bottom sign panel in image is angled; please adjust to hang vertically. Welds are highly visible on backside. Contractor to submit on rubber gasket to be installed inside bands		
Bluff Trail & Riverfront pylons	Signage	Both pylon frames need to be cleaned of mortar residue & fingerprints. Bluff trail pylon has unacceptable paint damage on backside of frame.		

Area / Location	Discipline	Description of Deficiency or Incomplete Work	Picture(s)	Date Closed
Bluff Trail & Riverfront pylons	Signage	Both pylon frames have unacceptable chipped brown paint down to the metal at edges, top & miters. Confirm that all painted finishes have protective satin finish clearcoat as specified.		
Bluff Trail & Riverfront pylons	Signage	Both pylons have visible washers at base, which were not included on shop drawings. Please advise if smaller alternatives are available.		

Area / Location	Discipline	Description of Deficiency or Incomplete Work	Picture(s)	Date Closed
Riverfront pylon	Signage	River facing panel at Riverfront pylon is pushed in at bottom (see angled gap in image) & needs to be secured flush to face. Detailed instructions for removal and reinstallation of printed panels to accommodate potential future replacement needs to be submitted to owner.		

Area / Location	Discipline	Description of Deficiency or Incomplete Work	Picture(s)	Date Closed
Bluff Trail & Riverfront pylons	Signage	Graphic panels are not installed centered in frame. Teal borders vary from the 1 1/2" spec'd on each side of graphics, and should be equal.		
1 st Street south of Tualatin	Landscape	Plant trees in mounds per the revised sheets L3.04 & L3.05 reissued with RFI 70. There should be Cascara, Quaking Aspen, and Mountain Hemlock planted in the mounded areas. The contractor appears to have installed incorrect trees per an older version of the plans.		

There are four trees that are smaller along the bluff trail that need to be replaced

Panel needs to be replaced.
Expansion joint material
needs to be placed around
water meter to prevent
cracking



Panel needs to be replaced.
Expansion joint material
needs to be placed along the
wall joint to prevent further
cracking

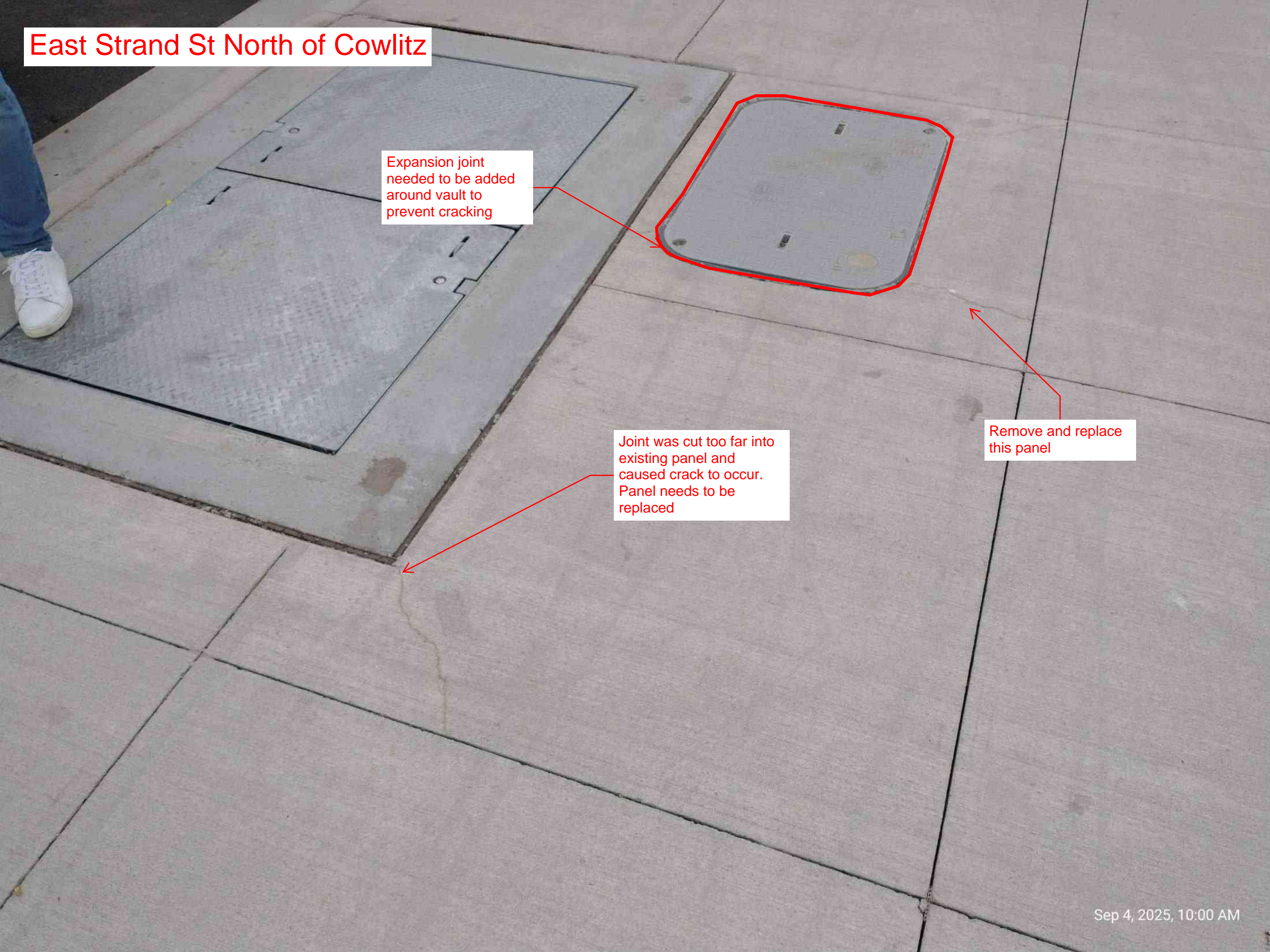
Joint was added, but panel was not replaced where the cracking occurred. This panel needs to be replaced

East Strand St North of Cowlitz

Remove this panel

Expansion joint needed to be added around vault to prevent cracking. Panel needs to be replaced

East Strand St North of Cowlitz




Expansion joint
needed to be added
around vault to
prevent cracking

Joint was cut too far into
existing panel and
caused crack to occur.
Panel needs to be
replaced

Remove and replace
this panel

East Strand St North of Cowlitz



Expansion joint material
needs to be placed at the
corner to prevent
cracking. Panel needs to
be replaced

West Strand St North of Cowlitz near City Parking Driveway

Seal crack with
sealant

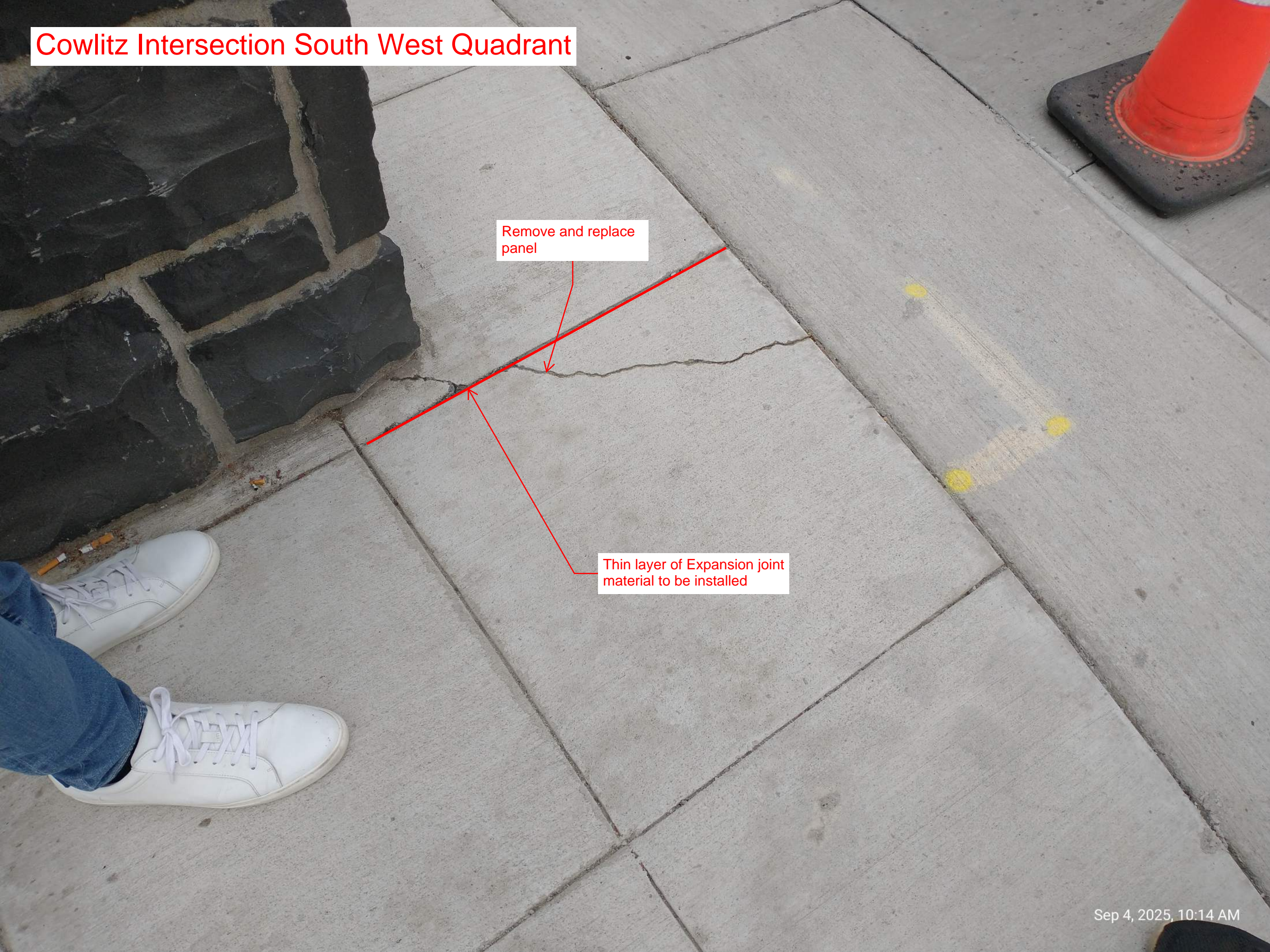
Cowlitz Intersection South West Quadrant

Install Thin layer of
expansion joint
material

Remove and replace
panel

Remove and replace
panel


Cowlitz Intersection South West Quadrant



Remove and replace
panel

Thin layer of Expansion joint
material to be installed

Cowlitz Street Near Klondike



Concrete was not poured on top of foundation, this area needs to be re-finished

Cowlitz Intersection Southeast corner

Expansion Joint
material needs to be
placed here

Remove and replace
concrete panel

Cowlitz Intersection Southwest corner

Crack will be monitored during 2-year warranty



Crack has spread through the newly poured panels. Panels need to be replaced

Expansion Joint Material needs to be placed here

S 1st St West - South of Cowlitz St

Item #5.

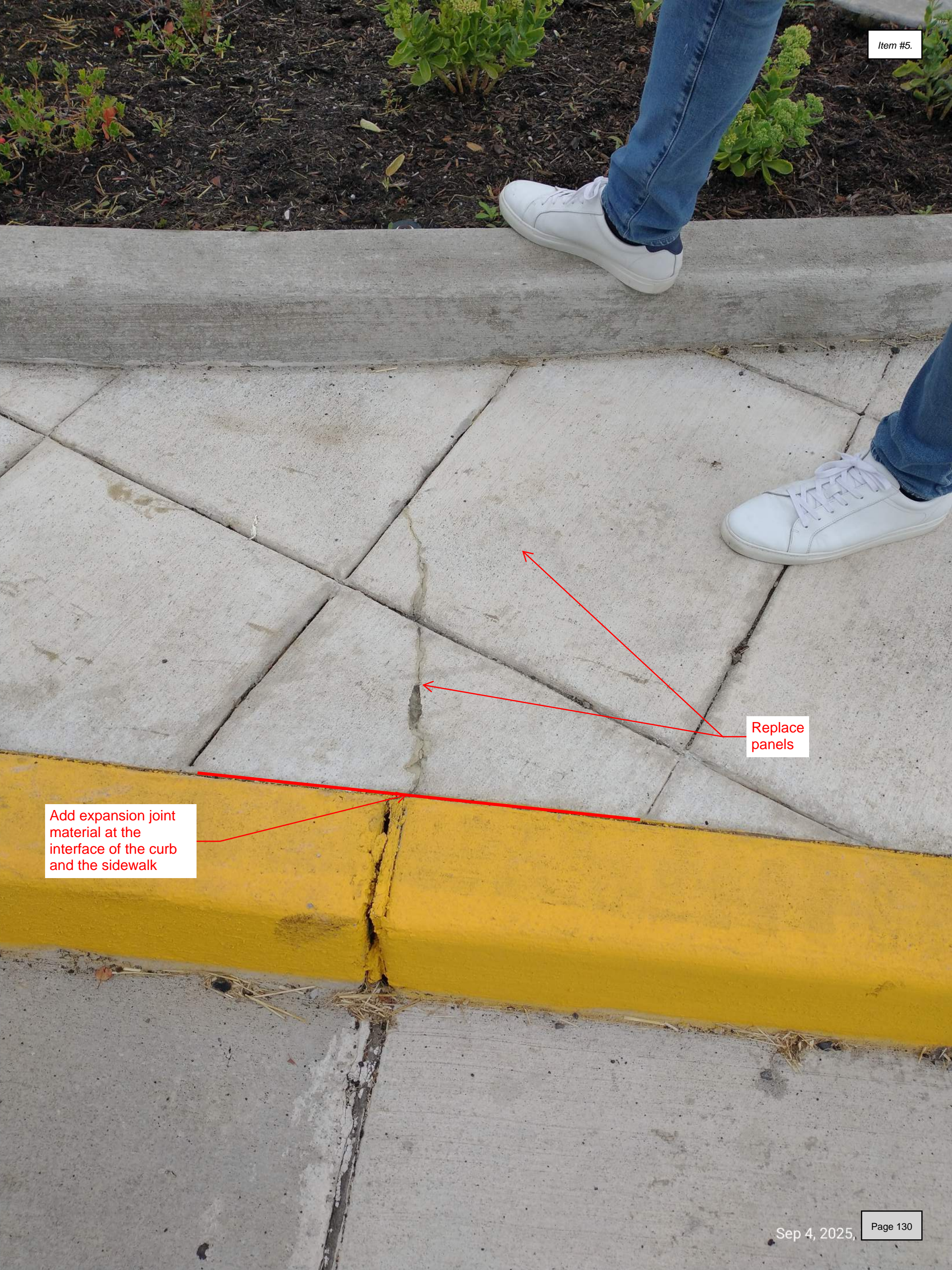
Replace panel

Replace panel

Expansion joint
should have been
installed around the
lid of the power vault.
Panels need to be
replaced

Tualatin Stairway

Monitor crack
during 2-year
warranty



Add expansion joint material at the interface of the curb and the sidewalk

Replace panels

Replace panel

Add expansion joint material around vault

Replace panel

S 1st and Cowlitz Intersection - NW quadrant

Replace panel

Add expansion joint material
at interface of curb and walk

S 1st and Cowlitz Intersection - NW quadrant

Replace panel

Cut joint all the way to curb.
Install thin layer of expansion
joint material

S 1st and Cowlitz Intersection - NE quadrant

Monitor crack during
2-year warranty

S 1st and Cowlitz Intersection - NE quadrant

Seal crack with
sealant

SE Quadrant Cowlitz and S 1st St

Expansion joint material to be placed near this corner to prevent future cracking

These two panels need to be removed and replaced

NE Quadrant Tualatin and S 1st St

Sawcut to next joint

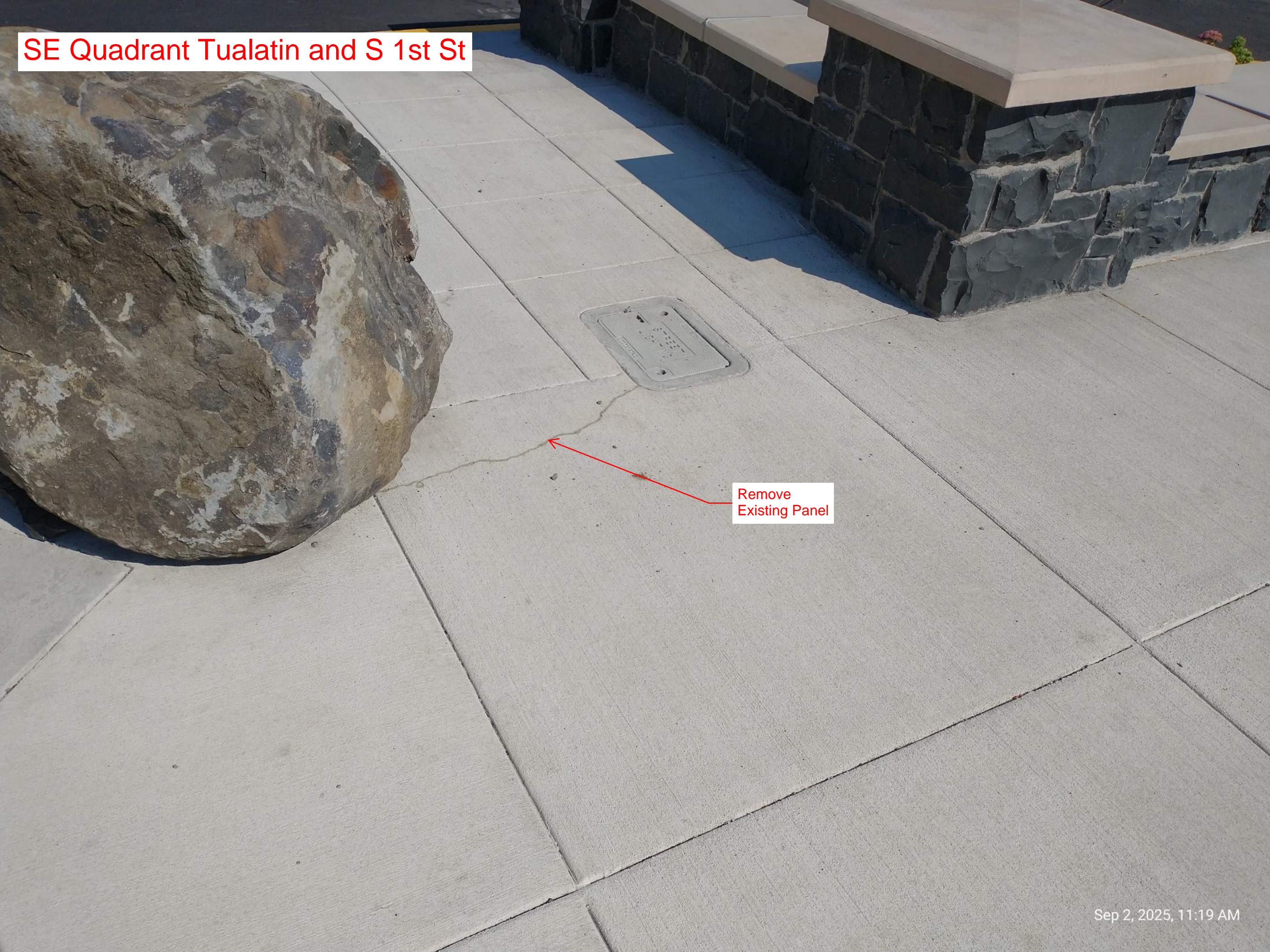
These three panels
need to be removed
and replaced

SE Quadrant Tualatin and S 1st St

Panel to be removed
and replaced

Expansion Joint
material

SE Quadrant Tualatin and S 1st St



SW Quadrant Wapama and S 1st St

Remove
Existing Panels

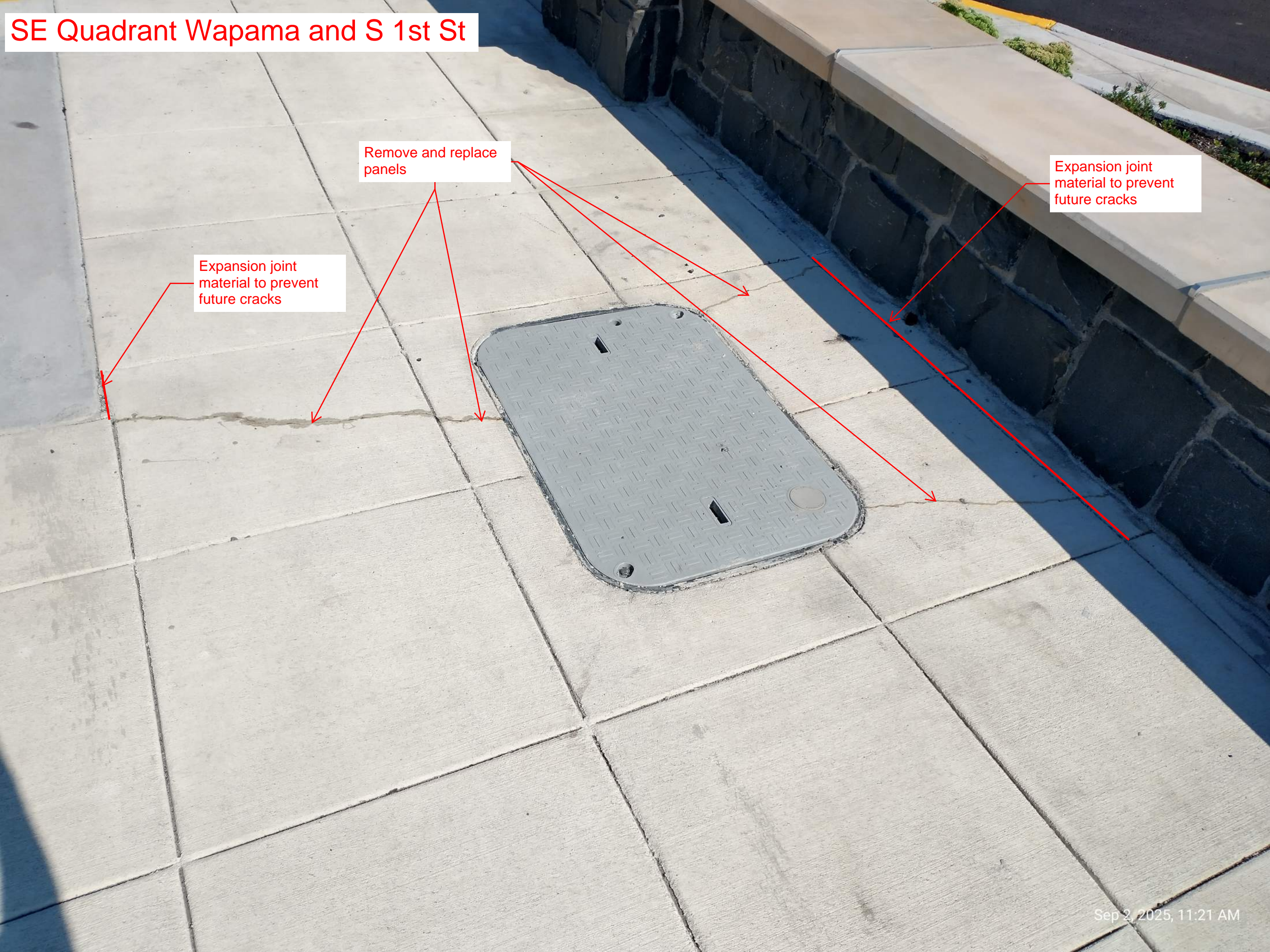


NE Quadrant Wapama and S 1st St

Sawcut joint to square off the landing area

Panel to be removed and replaced

SE Quadrant Wapama and S 1st St



Remove and replace panels

Expansion joint material to prevent future cracks

Expansion joint material to prevent future cracks

SE Quadrant Wapama and S 1st St

Panel to be removed
and replaced

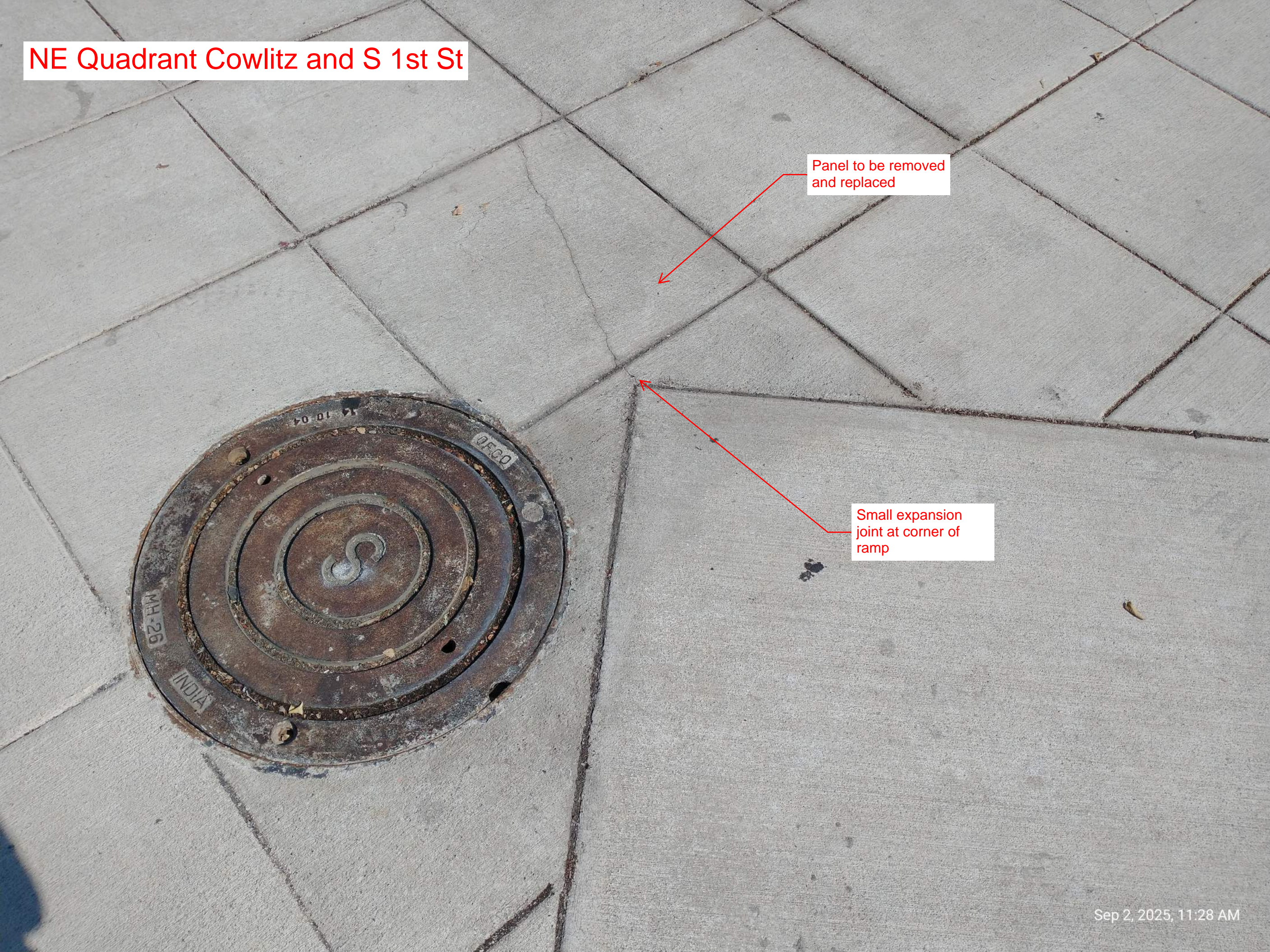
Sawcut joint

NE Quadrant Cowlitz and S 1st St

Expansion joint filler
material needs to be
installed at the
corner to prevent
future cracking

Panel to be removed
and replaced

NE Quadrant Cowlitz and S 1st St



Panel to be removed
and replaced

Small expansion
joint at corner of
ramp

Install thin expansion
joint material here to
prevent future
cracking

Remove and replace
existing panel



ATTACHMENT B - SEEDING AND LANDSCAPING

This area needs to be re-seeded. Seed did not establish within this area Cowlitz St North Side



This area needs to be re-seeded. Seed did not establish within this area S 1st St West



This area needs to be re-seeded. Seed did not establish within this area S 1st St West



This area needs to be re-seeded. Seed did not establish within this area S 1st St West

This area needs to
be re-seeded. Seed
did not establish
within this area
S 1st St West





This area needs to be re-seeded. Seed did not establish within this area S 1st St West



This area needs to be re-seeded. Seed did not establish within this area S 1st St West

PHOTOS OF LANDSCAPED AREAS ON THE SITE, PARTICULARLY BETWEEN TUALATIN STREET AND THE PUMP STATION ON THE S 1ST STREET AND STRAND STREET ROAD AND UTILITIES EXTENSION PROJECT NO. P-525

1. ARE THESE TREES DEAD OR ARE THEY SUPPOSED TO LOOK LIKE THIS?



Mayer Reed Planting Establishment Comments:

The leaves are desiccated and the tree needs to be replaced. Is tree receiving enough irrigation?

Specification 01040.80 states that the Contractor is responsible for all plant material until the end of a plant Establishment Period of 1 calendar year. The plant Establishment Period will begin when all the original planting is complete. The original planting is considered complete when all the plant material has been planted to the satisfaction of the agency.

Establishment Period Work includes removing all plants that have reached their permanent wilting point, are dead, dying, or which do not meet Specifications, and replacing them with healthy plants. All plants in place after this replacement will be recognized as the original planting and will be subject to the establishment Specifications. Repair, restore, and replace all plantings that have been damaged by vehicles, vandalized, and stolen according to 00170.80.

Specification 01040.72 states that Periodic Inspections are required during the establishment period. The agency will make three plant establishment inspections jointly with the Contractor at the following times:

- Spring, early May
- Summer, mid-July
- Fall, Late September

Depending on when the Establishment Period begins, one of the above inspections will be the final inspection. During each plant establishment inspection, the agency may determine, based upon the specified success criteria, that corrective Work is required. If so, the Agency will provide the Contractor with a written notice of required corrective Work sent by hand-delivery or mail.

2. THIS IS WHAT THE LANDSCAPING ALONG BLUFF LOOKS LIKE. PLEASE CONFIRM WHAT WAS SUPPOSED TO BE PLANTED HERE AND WHAT IT IS SUPPOSED TO LOOKED LIKE.







Seeding Establishment Comments:

Mayer Reed indicated the following: "We can see some yarrow in the photos, which is in this mix, but it's hard to identify anything else. If this was installed per spec, we would expect to see much better ground coverage and more diversity of taller grasses and annual flowers. We recommend they treat the weeds and re-seed during the Sept 1 - Oct 31 window."

Confirm if the contractor followed the specifications for install procedures from 01030.43

(b) Permanent Seeding - Perform this seeding during the permanent seeding dates shown below. If Work done within the seeding dates does not provide coverage according to 01030.60, re-seed according to 01030.48 and as directed. The dates for permanent, wildflower, plant, water quality, Wetland, lawn, and native plant seeding are as follows:

- **West of the Cascades** - March 1 through May 15 and September 1 through October 31. If new lawn areas are regularly watered, they can be seeded from March 1 through November 15.
- **East of the Cascades** - October 1 through February 1. If new lawn areas are regularly watered, they can be seeded from March 1 through October 31.
- **Wetland (Statewide)** - September 1 through October 31 and March 1 through April 30.

Permanent seeding outside of these dates requires written authorization from the Agency. Approval to seed outside these dates will only be given when physical completion of Project Work is imminent and environmental conditions are conducive to satisfactory growth. For permanent seeding done outside the seeding dates, ensure that the coverage of live plants required by 01030.60 is achieved no later than 3 weeks into the next permanent seeding period. If this coverage is not achieved, re-seed and re-fertilize areas of insufficient coverage according to the permanent seeding requirements, at no additional cost to the Agency.

According to 01030.60 and 01030.61

Maintenance

01030.60 General - Ensure that each seeded area has a uniform, healthy and weed-free stand of grass or other seeded plants growing at the end of the Establishment Period. The minimum living plant coverage standards for acceptance of seeding in a planted area are as follows:

01030.60 General - Add the following sentence(s) after the last bullet:

The minimum living plant coverage for Native Meadow seeding is 70 percent of ground surface.

(b) All Other Seeding - Establishment Periods for wildflower, plant, water quality, lawn, Wetland, native plant, and permanent seeding begins upon acceptance of the initial seeding Work and ends as follows:

- The seeding Establishment Period will end 45 days after the beginning of the Establishment Period, if the area was seeded during the seeding season and all establishment responsibilities have been met.
- If the original seeding construction is completed and accepted outside the permanent seeding dates, the Establishment Period will end 45 Calendar Days after all necessary reseeding is completed and accepted during the following seeding season.

Specification 01030.62 states that the contractor should have been protecting, fertilizing and watering, weed controlling, mowing and repairing/restoring this area within the establishment period.

EXCLUSIVE NEGOTIATING AGREEMENT

THIS EXCLUSIVE NEGOTIATING AGREEMENT (the “**Agreement**”) is made and entered into as of the last date of signature indicated below (the “**Effective Date**”) by and between the CITY OF HELENS, an Oregon municipal corporation acting by and through the ST. HELENS URBAN RENEWAL AGENCY (the “**City**”), and ROMANO PROPERTIES, LLC, a Washington limited liability company (“**Developer**”).

RECITALS

A. The City owns a 25-acre waterfront property (“**Property**”) located adjacent to downtown St. Helens that the City, as a developer, has, or is planning to, develop for the economic advantage of the City and its citizens (the “**City Development**”).

B. The City desires the redevelopment of the Property to include a mix of commercial and residential uses complementing its downtown.

C. The City acquired the Property in 2015 after obtaining a Prospective Purchaser Agreement through DEQ. The Property has been cleared of all structures and the City has made and may consider continuing to make investments in preparing the Property for redevelopment and sale. The Property and all Parcels (as defined below) will be appraised by the City to establish market rate pricing for sales and leasing.

D. The City’s Waterfront Framework Plan adopted in 2016 (the “**Framework Plan**”) includes concepts for housing and mixed-use development on the Property. The Framework Plan clarifies the vision for redevelopment by defining the specific infrastructure and other projects that are necessary to encourage new development to occur and articulating a toolkit for public investment in those projects. In addition to the Framework Plan, the City adopted the US 30 & Columbia Blvd./St. Helens St. Corridor Master Plan (2015), the Branding and Wayfinding Master Plan (2017), and the Olde Towne Architectural Design Guidelines (2012) (collectively, the “**City Plans**”).

E. Since the unanimous adoption of the Framework Plan in 2016 and the other City Plans, the City has pursued implementation of the City Plans by adopting (i) an Urban Renewal Plan and Report (2017) that contributes funding to major infrastructure and other development supports on the Property, and (ii) a comprehensive plan and zoning changes to better accommodate a mix of possible product types on the Property.

F. The City also successfully pursued grants for projects listed in the Framework Plan, including a Transportation Growth Management grant for a transportation study that will analyze the connection from U.S. 30 to the southern entrance to the Veneer Property, a Travel Oregon grant that created a Branding & Wayfinding Master Plan, and an EPA Community-Wide Assessment grant to fund environmental assessment work as needed.

G. The City also crafted a conceptual vision for the Property, including a detailed market analysis of commercial, lodging, and residential opportunities, and undertook extensive community outreach to understand and incorporate the community's vision for the downtown and the Property.

H. The City, through its in-house staff and contracted staff (contracted staff were hired as City staff on shorter term contracts for budgetary reasons but the contracted staff serves the same role and provides the same function as in-house staff but on a shorter-term basis), is devoting time and resources to develop and complete the City Plans. The City anticipates designing and constructing infrastructure to make the Property marketable and salable and to maximize its value.

I. As with any commercial development, tracts, lots, or parcels of the City Development (hereinafter "**Parcel**" and collectively, the "**Parcels**") will be retained, sold, or leased to one or more private parties ("**End Users**") after the City has designed and constructed needed infrastructure. As part of the City's regulatory processes, End Users will make improvements to the Parcels that are consistent with the City Plans ("**Parcel Improvements**").

J. In 2017, the City changed the zoning designation of the Property from Heavy Industrial to the Riverfront District's Mill Sub-District to accommodate a mix of uses.

K. In May of 2017, the City published a Request for Qualifications ("**RFQ**") to solicit qualified End Users to purchase Parcels in the City Development and for those End Users selected through the competitive RFQ process to develop their Parcels consistent with the City's Plan and vision for the City Development. The City convened an evaluation committee to review the submissions in response to the RFQ, select finalists, and hear oral presentations.

L. The RFQ in 2017 did not receive any responses from potentially qualified End Users.

M. In 2023, the City again published an RFQ to solicit qualified End Users to purchase Parcels in the City Development and for those End Users selected through the competitive RFQ process to develop their Parcels consistent with the City Plans and vision for the City Development. The City received two responses to the RFQ, one of whom withdrew from consideration prior to being interviewed. The second candidate was interviewed and awarded the project, but then later withdrew from the project.

N. In approximately _____ of 202__, Developer herein approached the City and expressed interest in evaluating the efficacy of the project. Based on its prior experience through the RFQ process, the City believes that entering into this Agreement is in the City interest, and the City shall, during the pendency of this Agreement, conduct a diligent review of Developer's qualifications and previous projects, and determine if the Developer meets the requirements to be a qualified End User for the acquisition and

potential development of one or more lots. Such lots are expected to be created within a portion of the Property comprised of approximately 14-acres (the “**Developer Parcel**”), which Developer Parcel is depicted on Exhibit A attached hereto and incorporated herein by this reference. The anticipated timeline will also enable Developer to perform due diligence, prepare a potential Development Proposal (as defined below), and work with the City to arrive at an acceptable structure for the acquisition and development of the Developer Parcel.

O. No City funds or resources have been used as of the Effective Date with respect to any particular End User or any particular Parcel or Parcels. All such funds and resources have been applied (i) to enable the City to realize the increased value of Parcels through dispositions thereof, and (ii) in equal value and application to the entire City Development and all future potential End Users. As of the Effective Date, Developer has not requested that City expend any funds and resources uniquely applicable to the Developer Parcel. If Developer requests financial assistance from the City, any such assistance that the City is willing to provide will be set forth in one or more legally binding sale or development agreements (each, a “Definitive Agreement”).

P. This Agreement confirms the bases upon which the City and Developer (collectively, the “**Parties**,” and each a “**Party**”) shall negotiate the terms of one or more Definitive Agreement(s) and related documents for the purchase and development by Developer of one or more Parcels, including, but not limited to, Developer’s preparation and refinement, based on its due diligence and City’s review, of its proposal for such purchase and development (the “**Development Proposal**”).

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement, and of the agreements, promises, and covenants set forth below, the Parties hereby agree as follows:

1. Good-Faith Exclusive Negotiations. The City and Developer agree and covenant to negotiate the terms of the Definitive Agreement (s) and any intervening MOUs (as defined below) in good faith. The City acknowledges that Developer expended substantial time and expense, and will continue to expend time and expense, in preparing a more detailed proposal, conducting its due diligence, and refining the Development Proposal for the Developer Parcel. During the Term (as defined below), the City (a) agrees Developer shall have the exclusive right to conduct due diligence and to negotiate with City for the rights to develop the Developer Parcel, and (b) shall not accept, solicit, pursue, or entertain any other offers, bids, or other indications of interest with respect to the Developer Parcel for any development, sale or other transaction related thereto (the “**Exclusivity Obligations**”). Any decision to enter into a Definitive Agreement will be in the sole and absolute discretion of each of the Parties. The Parties acknowledge, agree, represent, and warrant that the Exclusivity Obligations are a substantive term of this Agreement, and that the City’s good-faith performance thereof is a material inducement for Developer to enter this Agreement.

2. Term and Termination.

2.1. The term of this Agreement (as it may be extended pursuant to Section 2.2, the “**Term**”) shall end on the earliest of: (a) one hundred and eighty (180) days after the Effective Date; (b) the date upon which Developer notifies City that its due diligence investigation has resulted in a conclusion by Developer that development of the Developer Parcel is not feasible for Developer to undertake; (c) the date the Parties agree in writing to a mutual termination of this Agreement; (d) the date of the full execution and delivery of the Definitive Agreement; or (e) the date any Party provides written notice of termination, if the Party receiving notice has made a material misrepresentation in the course of negotiating this Agreement, otherwise fails to act in good faith, becomes insolvent, or, in the terminating Party’s reasonable estimation, is otherwise unable to perform in accordance with the Base Development Criteria (defined below).

2.2. Developer agrees to work diligently and in good faith to timely achieve the milestones provided on Exhibit D (each, a “**Milestone**”, and collectively, the “**Milestones**”). Provided that Developer has met the Milestones listed on Exhibit D to be achieved by the date of notice, the time period under clause (a) of Section 2.1 may be extended for two (2) ninety (90)- day renewal periods upon mutual agreement of the Parties. Developer’s ability to achieve the Milestones is conditioned on City timely responding to requests for information and participation. The City will notify Developer if the City believes Developer has not timely achieved a Milestone, and a principal of the City and a principal of Developer shall meet in a face-to-face meeting to resolve that issue. If not resolved at the meeting, then the City, by written notice to Developer, may (i) terminate this Agreement. If the City elects to terminate this Agreement, the City agrees to reimburse Developer 50% of the costs up to a maximum of \$100,000 for certain any Third-Party Reports and work product (as defined in Section 7 below) that Developer paid for and provided to the City, and the City shall be entitled to retain and keep any such Third-Party Reports and work product and, in its sole and absolute discretion, to use such Third-Party Reports and work product as it so chooses.

2.3. This Agreement shall automatically terminate upon the end of the Term, and neither Party shall have any further rights or obligations under this Agreement, other than under those terms and conditions that expressly survive termination of this Agreement. If the Term ends because of the execution and delivery of the Definitive Agreement under clause (d) of Section 2.1, the Definitive Agreement will supersede and replace this Agreement in its entirety and shall thereafter control the rights of the Parties with respect to the Developer Parcel.

3. Base Development Criteria. The “**Base Development Criteria**” shall consist of the general criteria outlined in Exhibit B, attached hereto and by reference incorporated herein, combined with the City’s vision and expectations for the City

Development as described in the RFQ attached hereto as Exhibit C and by reference incorporated herein. The Base Development Criteria are an expression of the vision and expectations of the City with regard to the development of the Developer Parcel and shall serve as guidance at the inception and during the negotiations of the Definitive Agreement between the Parties, but they are not mandatory or binding criteria.

4. Memorandum of Understanding. Tentative agreements on the terms of the Definitive Agreement may be memorialized in one or more written Memoranda of Understanding (each, an “**MOU**”, and collectively the “**MOUs**”) during the Term. Any such MOUs will provide the continuing framework for final preparation of the Definitive Agreement.

5. Public/Private Financial Participation. The Parties hereby affirm that if Developer requests financial assistance from the City related to the acquisition and development of one or more Parcels, any such financial assistance the City agrees to provide will be set forth in the Definitive Agreement(s).

6. Items to be Addressed in Negotiations. The Parties anticipate that a number of issues will require further negotiation prior to the execution and delivery of the Definitive Agreement, which shall be memorialized in the MOUs, including, but not limited to, the following:

- (a) The structure, amount and timing of respective public assistance, if any, and private financial participation;
- (b) The acquisition and/or development schedule;
- (c) Financial terms relevant to the acquisition or development and the Definitive Agreement;
- (d) Environmental issues; and
- (e) Terms of Base Development Criteria and any additional criteria.

7. Co-application/Cooperation. Developer will be solely responsible for any land use approvals, entitlements, and permits sought in connection with this Agreement, any MOU, or any Definitive Agreement (collectively, “**Land Use Applications**”), and the City, in its proprietary rather than regulatory capacity, will cooperate with Developer’s pursuit of the same. If any City code or other applicable law requires the City, as owner of the Property, to be a co-applicant on the Land Use Applications as a condition of acceptance, the City agrees to join as a co-applicant. For those Land Use Applications that Developer requests or initiates, Developer shall bear responsibility for all application, permit, and other fees. The Parties shall each promptly provide to the other all information reasonably related to the City Development and the Developer Parcel which may be obtained without material expense, upon written request; provided, however, that if Developer shares copies of reports and studies relating to the Developer Parcel that Developer has paid third parties to produce (“**Third-Party Reports**”) (whether or not a request for them was made by the City) and if this Agreement terminates without the execution and delivery of a Definitive Agreement, then the City agrees to ~~reimburse Developer~~ 50% of the costs up to a maximum of \$100,000 for certain Third-Party

Reports and work product that Developer paid for and provided to the City, and the City shall be entitled to retain and keep any such Third-Party Reports and work product and, in its sole and absolute discretion, to use such Third-Party Reports and work product as it so chooses.

8. Due Diligence.

8.1. Developer shall work diligently and in good faith to conduct its own due diligence and inspections of Developer Parcel, including such physical, legal, and engineering inspections, tests, and investigations, as it may deem necessary or desirable to determine the feasibility of developing the Developer Parcel and to process any and all Land Use Applications. Such studies and investigations may include, without limitation, environmental, geotechnical, traffic, market, project feasibility, and related matters. Developer agrees to indemnify, defend, and hold the City harmless from and against any claim or lien arising out of Developer's (or its agents', contractors' or consultants') entry onto the Property, including to conduct its due diligence activities under this Section 8.

8.2. The scope of work and cost for Developer-directed due diligence will be the sole responsibility of Developer.

9. Access. The City shall provide Developer access to the Developer Parcel for the sole purpose of conducting due diligence as more specifically set forth in the form of Permit of Entry attached hereto as Exhibit E (the "**Permit of Entry**"). Developer shall repair or restore any damage caused by the entry of Developer or its agents upon or under the Property and the Developer Parcel.

10. [Reserved]

11. No Assignment. Neither Party shall assign or transfer its interest in this Agreement or the Developer Parcel, except that Developer may assign its right under this Agreement to a newly-formed limited liability company established to develop the Developer Parcel, provided that Developer or the principals of Developer have direct or indirect ownership interests in and/or contractual rights to manage or control such limited liability company. Developer may designate the newly-formed limited liability company to enter into the Definitive Agreement in substitution for Developer.

12. Brokers. Each Party represents and warrants that no broker, finder, or other representative is acting on its behalf in connection with this Agreement. Each Party agrees to indemnify, defend and hold the other harmless from any claim or liability for any fee, commission or other compensation with respect to this Agreement, the Definitive Agreement or other transactions contemplated hereby, asserted by any other broker, finder or other representative claiming through the indemnifying party. This Section 12 survives termination of this Agreement.

13. Confidentiality.

13.1. The Parties acknowledge that the City is subject to the Oregon Public Records Law (the “**Act**”), which generally provides that written documents retained by the City are subject to disclosure upon the request of any third party except for specific limited exceptions provided for therein. Developer shall designate as “Confidential” any information which Developer provides to the City that Developer desires to keep confidential. If a request for disclosure of any information designated as “Confidential” by Developer is made under the Act, the City shall notify Developer in writing and Developer shall have such opportunity to object to the release of such information to the extent authorized by the Act. If the City designates any materials to be disclosed to the Developer as “Confidential”, then Developer agrees as a condition of disclosure to take measures to maintain the confidential integrity at least equal to the measures taken to protect Developer’s own confidential material, and further to provide notice to the City prior to planned disclosure of such confidential information to any third party not bound by this Agreement.

13.2. As used in this Agreement, “**Confidential Information**” means: all documents, analysis, work product and written or electronic communications marked as “Confidential” and not generally known to the public and made in connection with: (a) Developer’s inspections and feasibility analysis of the Developer Parcel, except to the extent Third Party Reports are purchased by the City, including those purchased pursuant to Sections 2.2 and 7 of this Agreement; (b) this Agreement; (c) Developer financials and project proformas provided under the terms of this Agreement; and (d) any and all proprietary information of the City, including, without limitation, any information concerning the Property or City Development and related plans. Confidential Information includes communications made before the date this Agreement was fully executed.

13.3. Neither Party shall use any Confidential Information for any purpose except to evaluate, discuss, and further the purpose of this Agreement and the negotiation of the MOUs and Definitive Agreement. The Parties shall not disclose any Confidential Information to any third party other than its employees, managers, members, agents, representatives, advisors, consultants, contractors, affiliates, potential or actual lenders and equity investors, and attorneys (as to each Party, its “**Representatives**”) as may be necessary to evaluate the Developer Parcel and negotiation of the Definitive Agreement.

13.4. The restrictions on the use of Confidential Information under this Section 13 shall not apply to the extent any such information is publicly available (without a Party having disclosed it), has been disclosed by Developer, or is required to be disclosed by law, including, but not limited to, under Oregon Public Record laws.

13.5. This Section 13 survives termination of this Agreement.

14. Governing Law. This Agreement shall be governed by the laws of the state of Oregon. This Section 14 survives termination of this Agreement.

15. Time is of the Essence. Time is of the essence in this Agreement.

16. Amendments. This Agreement may be amended only by written agreement executed by both of the Parties.

17. Notices. All notices under this Agreement must be in writing and sent by one of the following means with all applicable delivery and postage charges prepaid: (a) registered or certified U.S. mail, return receipt requested; (b) personal delivery or commercial messenger service; (c) nationally recognized overnight courier service (e.g. Federal Express); or (d) if delivered on the same Business Day by another means allowed hereunder, e-mail, with receipt of confirmation that such transmission has been received. Notices shall be addressed as follows:

To the City: City Administrator
 City of St. Helens
 265 Strand St.
 St. Helens, OR 97051
 jwalsh@sthelensoregon.gov

With a copy to: St. Helens Urban Renewal Agency
 265 Strand St.
 St. Helens, OR 97051
 jwalsh@sthelensoregon.gov

and a copy to: David Rabbino
 Jordan Ramis PC
 1211 SW Fifth Avenue, 27th Fl.
 Portland, OR 97204
david.rabbino@jordanramis.com

Developer: Steve McFarland
 Associate General Counsel
 Romano Capital, Inc.
 4660 NE 77th Ave, St. 200
 Vancouver, WA 98662
steve@romanofinancial.com

With a copy to: Greg McGreevey
 Vice President of Development
 Romano Development, Inc.
 4660 NE 77th Ave, St. 200
 Vancouver, WA 98662
greg@romanofinancial.com

All notices shall be deemed effective upon the earlier of actual delivery or refusal to accept delivery thereof. Any Party may from time to time change its address for purposes of this Section by notice in writing to the other Parties. Notices may be given by counsel to a Party.

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

19. Binding Effect. During the Term and any extensions thereof, the Parties shall negotiate in good faith to complete and execute the Definitive Agreement(s) upon terms and conditions consistent with this Agreement and the MOUs. No sale agreement or other right, obligation or estate in land shall be created, except by delivery of the Definitive Agreement and all other related and necessary instruments which are: (a) duly authorized by the City; (b) duly authorized by all necessary Developer corporate action; and (c) duly executed by authorized representatives of the Parties. If this Agreement is terminated per Section 2, the Agreement shall be of no further force or effect, except those terms and conditions that expressly survive termination of this Agreement. If, during the course of negotiations, it becomes clear that the Parties will not reach an agreement, Developer shall not unreasonably withhold consent to a City-requested early termination of this Agreement.

20. Distinction from Regulatory Authority of City. Developer understands and agrees that this Agreement does not and shall not be construed to indicate or imply that the City, acting as a regulatory or permitting authority, has hereby granted or is obligated to grant any approval or permit required by law for the development of the Developer Parcel.

21. Captions. The captions included herein as section or paragraph headings are solely for ease of reading and comprehension hereof, and shall not be deemed or construed to be part of this Agreement or affect the provisions they precede.

22. Construction. In construing this Agreement, (a) singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require, (b) the term “including” means including without limitation, and (c) the term “shall” means mandatory and imperative.

23. Merger; Counterparts; Severability. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument. The parties may execute email copies of this Agreement or execute this Agreement using electronic signature programs such as DocuSign or Adobe, and delivery of such execution copies by email or other electronic program shall be deemed to be delivery of an original signature and shall be binding on the parties hereto. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then (i) such provision shall be enforceable to the fullest extent permitted by applicable law, and (ii) the validity and enforceability of the other provisions of this Agreement shall not be affected and all such provisions shall remain in full force and effect.

*[Remainder of page intentionally left blank;
signatures follow]*

ROMANO PROPERTIES, LLC,
a Washington limited liability company

CITY OF ST. HELENS, an Oregon
municipal corporation acting by and
through the **ST. HELENS URBAN
RENEWAL AGENCY,** an Oregon
municipal corporation

By: _____
Eric Christensen, COO

By: _____
John Walsh, City Administrator

Date: _____

Date: _____

EXHIBIT A

Legal Description of Developer Parcel

EXHIBIT B

Base Development Criteria for Negotiations

- Development of at least one catalytic project and potential multiple projects consisting of a diverse mix of uses such as a hotel, housing, retail, restaurant, private clubhouse and open air public market.
- Site design to establish a pattern to improve pedestrian connectivity to St. Helens' historic downtown and the Columbia River.
- Site design to encourage public access to public amenities and parks.
- Scope and scale of architecture to complement and enhance the historic street environment while also pointing to the future, including policies and strategies that include sustainable building, design and operations.
- Design development to emphasize the river view amenity of the Property.
- For multi-family projects, housing units with a diverse mix of floorplans, sizes and styles.
- Material selections to emphasize quality, durability and compatibility with adjacent neighborhood
- Adherence to the City Plans.
- Site design to address environmental issues, including, but not limited to floodplain, contaminated soil, geotechnical issues, and grade/fill.

EXHIBIT C
CITY OF ST. HELENS SITE
REQUEST FOR QUALIFICATIONS

(attach copy)

EXHIBIT D**Milestone Dates**

Milestone	Date
Updated market study and initial outline of proposed structure and timeline for absorption	60 days from Effective Date
Presentation of schematic development plan	120 days for Effective Date
Completion of Developer due diligence	150 days from the Effective Date
Final Development Plan proposed	180 days from the Effective Date
Request for financial assistance from City, if any	180 days from the Effective Date
Proposed Structure of Transaction for Definitive Agreement(s)	180 days from the Effective Date.
Negotiation and Execution of the Definitive Agreement(s)	By end of ENA term.

EXHIBIT E

Form of Permit of Entry

REVOCABLE PERMIT OF ENTRY

St. Helens / Developer – Due Diligence Activities

THIS REVOCABLE PERMIT OF ENTRY (“Permit”) is hereby granted by the CITY OF HELENS, an Oregon municipal corporation acting by and through the ST. HELENS URBAN RENEWAL AGENCY (the “City”), to ROMANO PROPERTIES, LLC, a Washington limited liability company (“Permittee”), for the temporary use of City-owned real property commonly known as St. Helens Waterfront for the purpose of conducting pre-acquisition due diligence activities contemplated by that certain Exclusive Negotiating Agreement between Permittee and the City (the “ENA”) subject to the following terms and conditions:

1. **Location, Activities and Maintenance of Property**

- 1.1 Permittee is hereby granted a temporary license to enter upon and use that certain real property located 1st Street and surrounding area on the Columbia Waterfront (the “Property”) as generally shown on the property map attached hereto as Exhibit A. **[All property available for access to be described.]**
- 1.2 Permittee and Permittee’s contractors, subcontractors, and consultants may access the Property on an intermittent basis only for the purpose of performing pre-acquisition due diligence activities and for no other purpose. If Permittee performs invasive or subsurface investigations, Permittee shall be responsible for removal of any debris and any and all repairs required to restore and maintain the structural integrity of the Property and environmental mitigation of any disturbed materials requiring mitigation solely as a result of such invasive investigations.
- 1.3 Permittee shall maintain and keep the Property in a clean and orderly condition at all times to the extent resulting from the activities of Permittee and Permittee’s contractors, subcontractors, and consultants including removal of all Permittee caused litter, scrap, rock, or debris of any kind at the end of the Permit period. Permittee shall maintain and shall repair any damage to existing improvements, including landscaping and sidewalks, resulting from its use of the Property. The Property shall not be deemed secure and Permittee’s obligations under this Permit will not be fully discharged until the Property is inspected and reasonably approved by the City.
- 1.4 To the extent caused by Permittee or Permittee’s contractors, subcontractors, and consultants, Permittee shall, promptly upon completion of its activities restore the Property to the same or better condition as that existing immediately prior to its entry upon the Property or to such other condition as the City may reasonably require. If restoration is impossible or in lieu of restoration, at the City’s discretion,

Permittee shall compensate the City for any physical damage to the Property in the amount the City may reasonably determine.

- 1.5 Permittee's use of and entry upon the Property shall be without expense of any kind (direct or indirect) whatsoever to the City. Permittee shall be solely responsible for all maintenance and operating costs that may result from its use of the Property by Permittee or Permittee's contractors, subcontractors, and consultants. Should the City incur costs as a result of Permittee's temporary use of the Property, Permittee shall reimburse the City promptly upon the presentation of billing and reasonable documentation of such expense.
- 1.6 The City, its agents, employees and representatives may at any reasonable time, enter into or upon the Property for the purposes of examining the condition thereof, or for any other lawful purpose.

2. Insurance and Indemnification

- 2.1 Permittee shall obtain, maintain, and keep during the Term (as hereinafter defined) insurance, naming the City as additional insured, in amounts as follows: (a) commercial general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and with at least \$2,000,000 aggregate; (b) automobile liability insurance with combined single limit of not less than \$1,000,000 per occurrence; (c) employers liability insurance with a limit of not less than \$1,000,000; and (d) in addition to the primary limits specified in (a) and (b) above, excess liability insurance with a limit of not less than \$2,000,000 for each occurrence and in the aggregate. The Permittee's insurance shall be primary insurance and any insurance or self-insurance maintained by the City shall not contribute to it.
- 2.2 Permittee shall prior to its entry on or use of the Property provide to the City a Certificate of Insurance evidencing the insurance required in Section 2.1 of this Permit and containing an endorsement specifically naming the City and its officers, agents and employees as additional insureds. The certificate shall provide that coverage afforded and shall not be canceled or amended without prior written notice to the City.
- 2.3 Permittee shall indemnify, hold harmless and at the City's request, defend the City and its officers, agent and employees from and against any and all liability or alleged liability, all suits, legal proceedings, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or in connection with or incidental to Permittee's entry to the Property, or error or omission of Permittee or anyone acting on behalf of Permittee in connection with or incidental to this Permit; provided however, that nothing herein shall be construed to require indemnification of the City for liability attributable to the City's sole gross negligence or willful misconduct. The indemnity set forth in this Permit shall survive the termination hereof.

- 2.4 Permittee shall assume all liability related to injury, death or disease to invitees, licensees, or trespassers, as a result of Permittee's direct use of the Property, whether resulting from latent or patent Property defects.
- 2.5 Permittee is solely responsible for any theft, damage or destruction to any materials, equipment or any other property of Permittee, or anyone acting on behalf of Permittee in connection with or incidental to this Permit.

3. Restrictions on Use and Hazardous Substances

- 3.1 In its use and entry upon the Property, Permittee shall observe all rules, regulations, and laws now in effect by any municipality, county, state or federal authority having jurisdiction over the Property, as they relate to the use of the Property. Permittee is solely responsible for obtaining any permits or approvals from other agencies or licensing bodies as may be necessary for Permittee's authorized entry upon and use of the Property. Furthermore, Permittee agrees to indemnify the City as provided above for any damages caused by the violation thereof of any permits or approvals that may so be required.
- 3.2 Use of explosives or highly flammable material is not permitted without prior written authorization from the City.
- 3.3 Permittee shall not allow any lien of any kind, type or description to be placed or imposed upon the Property or upon any improvements on the Property (if any).
- 3.4 Permittee shall not cause or permit to occur by parties working for or at the direction of Permittee, the use, generation, release, manufacture, handling, processing, storage, disposal or improper use of any Hazardous Substance, pollutant, or contaminant, on, under, or about the Property or the transportation to or from the Property of any Hazardous Substance. "**Hazardous Substances**" are substances regulated under any environmental law or regulation now or hereafter enacted by any governmental federal, state or local authority. Furthermore, Permittee agrees to indemnify the City as provided above for any damages caused by the violation thereof of any permits or approvals that may otherwise be required.

4. Processing Fee, Use Fee, and Term

- 4.1 Permittee shall not be required to pay the City any permit processing fee, use fee, or security deposit.
- 4.2 This Permit will commence on the date of the last signature below and will automatically terminate and be of no further force or effect at the end of the Term of the ENA, as defined in the ENA (the "**Term**").
- 4.3 Permittee's rights under this Permit shall be personal to Permittee and are not transferable or assignable to any other party or entity unless otherwise approved in writing in advance by the City.

**ALL TERMS AND CONDITIONS OF THIS PERMIT ARE HEREBY
ACCEPTED:**

PERMITTEE:

ROMANO PROPERTIES, LLC, a
Washington limited liability company

CITY:

CITY OF ST. HELENS, an Oregon
municipal corporation acting by and
through the **ST. HELENS URBAN
RENEWAL AGENCY**, an Oregon
municipal corporation

By: _____
Eric Christensen, COO

By: _____
John Walsh, City Administrator

Date: _____

Date: _____

ATTACHMENT: Exhibit A Property Map -**to be inserted.**



August 29, 2025

John Walsh
City Administrator
City of St. Helens
265 Strand Street
St Helens, OR 97051
jwalsh@ci.st-helens.or.us

Re: 2025 Inflation Adjustment

Please find the enclosed 2025 rate schedule for garbage drop box collection services provided by WM to the City of St. Helens.

These rates are based upon the published Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services, or successor index ("CPI"), July to July, as published by the Bureau of Labor Statistics of the United States Department of Labor. This year's index changes are described on the attached page. The annual change is an increase of 5.342%. Per our contract, WM is allowed 50% of this annual change not to exceed 1.5% which results in a 1.5% increase.

Please review this schedule and let me know of any discrepancies as WM will adjust our billing system to reflect these changes effective October 1, 2025.

WM looks forward to providing quality garbage drop box collection services to the City of St. Helens in the years ahead.

Sincerely,

A handwritten signature in black ink that reads 'Kelly Emerson'.

KELLY EMERSON
Contract Compliance Administrator
Public Sector, Pacific Northwest
kemerson@wm.com

Waste Management - Columbia County Operations
St. Helens - Rates for Drop Box Services
As of October 1, 2025

	CPI 1.50% 10/1/2024	CPI 1.50% 10/1/2025
10 Yard Drop Box Haul	\$ 142.22	\$ 144.35
20 Yard Drop Box Haul	\$ 149.32	\$ 151.55
30 Yard Drop Box Haul	\$ 157.19	\$ 159.54
40 Yard Drop Box Haul	\$ 157.19	\$ 159.54
Compactor Haul	\$ 299.41	\$ 303.90
Rental Per Day - All sizes	\$ 4.76	\$ 4.83
Rental Per Month - All sizes	\$ 95.79	\$ 97.22
Mileage - All sizes	\$ 1.86	\$ 1.88
Disposal Rate/Ton	\$ 109.94	\$ 112.36
Plus franchise fee added to total monthly charge:	7%	7%

Effective 11/19/2020

Section 6. Franchise Fee. In consideration of the rights, privileges and franchise herein granted, Franchise Holder shall pay an annual franchise fee to the City equal to Seven percent (7%) of Franchise Holder's annual Gross Receipts. Franchise fees shall be paid on a quarterly basis and are due and payable within thirty (30) days of the end of each quarter. Annually, and no later than ninety (90) days following the close of Franchise Holder's fiscal year, Franchise Holder shall submit a written report to the City Administrator, that includes:

- a) a summary of Franchise Holder's previous year's customers, services provided, and new services, if any; and
- b) a calculation of Franchise Holder's Gross Receipts and the amount of franchise fees paid to the City during Franchise Holder's previous fiscal year.

Section 7. Rates. The rates to be charged for collection of Solid Waste under this Franchise are set forth at **Exhibit A** attached hereto, as the same shall be adjusted, during the term of this Franchise, in accordance with Sections 8 and 9 below.

Section 8. Annual Rate Adjustments. The rates shall be adjusted on October 1, 2021 and annually thereafter, by a percentage equal to one-half of the annual percent change in the average *Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services*, or successor index ("CPI"), July to July, for West-C, all items (1982-84 = 100), (Series CUUR0000SEHG, CUUS0000SEHG), as published by the Bureau of Labor Statistics, not seasonally adjusted, and not to exceed one and one-half percent (1.5%) (<http://www.bls.gov/cpi/home.htm>) for the 12-month period ending nearest, but at least SIXTY (60) days prior to, each annual adjustment date. Franchise Holder shall notify the City of any rate adjustments hereunder at least THIRTY (30) days in advance, provided however, that Franchise Holder's failure to notify the City of such rate adjustments prior to the annual adjustment date shall not waive Franchise Holder's right to adjust rates at any time thereafter. Adjustments to the rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) will not be considered in calculating adjustments. Annual CPI adjustments shall not be negative. If the CPI index series decreases year-on-year, no CPI adjustment will occur.

Section 9. Other Rate Adjustments. Franchise Holder may at any time request a rate revision whenever a significant change in revenue or expenses occurs or is anticipated, or in the event of Uncontrollable Circumstances (see Section 15). In the event Franchise Holder requests a rate revision, the City shall consider such request in good faith and shall act upon the request without undue delay, but in no case later than SIXTY (60) days from the date the request was made. In determining reasonable rates, the City Council shall consider all relevant factors, and the City and Franchise Holder shall work in good faith to develop and adjust the rates, as necessary, to allow Franchise Holder to earn a reasonable rate of return. The City agrees that it shall not unreasonably withhold its consent or unreasonably delay a rate review request submitted by Franchise Holder.

Consumer Price Index - All Urban Consumers
Original Data Value

Series Id: CUUR0000SEHG,CUUS0000SEHG

Not Seasonally

Series Title: Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Water and sewer and trash collection services

Base Period: DECEMBER 1997=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2	% of Change	0.50% of change	Not to exceed 1.5%
2011	175.754	177.194	177.694	178.033	178.521	178.640	179.820	180.762	181.569	181.916	182.254	182.758					
2012	183.984	185.499	186.280	187.473	187.788	188.489	189.750	191.927	191.833	192.370	192.921	193.237					
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004	200.203					
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562	209.414					
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386					
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745					
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842					
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.760	239.509			
2019	241.606	242.011	242.611	243.49	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345			
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.65	256.456	250.331	254.588	3.045%	1.522%	1.500%
2021	257.722	258.763	259.204	259.581	259.542	260.4	261.706	262.81	263.747	264.278	264.58	265.365	259.202	263.748	3.687%	1.843%	1.500%
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464	270.076	276.337	4.353%	2.176%	1.500%
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915	284.687	291.425	5.825%	2.913%	1.500%
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234	299.305	305.52	4.533%	2.267%	1.500%
2025	310.239	313.344	313.925	314.82	315.585	316.851	318.244						314.127		5.342%	2.671%	1.500%

Parks and Recreation Manager **(Director?)**



DEPARTMENT: Administration
DIVISION: ~~Parks and~~ Recreation
SUPERVISOR: City Administrator
CLASSIFICATION: Exempt (not overtime eligible)
UNION: No
CONFIDENTIAL: Yes

POSITION SUMMARY

~~Parks and~~ Recreation Manager is responsible for program development and administration and the overall operation of the ~~Parks and~~ Recreation Division.

SUPERVISION RECEIVED

Works under the ~~direct~~general supervision of the City Administrator.

SUPERVISION EXERCISED

~~Incumbent provides direct supervision to~~Supervises full and part-time professional, supervisory, and field staff in ~~Parks and~~ Recreation ~~assigned~~ programs.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, but are not limited to:

- ~~Develop goals, objectives, policies, and services for assigned staff.~~
- ~~Prepare and recommend annual operating budgets and monitor revenues and expenditures; purchase supplies and maintain records relating to equipment, and materials.~~
- ~~Oversee and direct the maintenance, and repairs of City grounds, which include parks, athletic fields, and playgrounds.~~
- ~~Develop, manage, and provide oversight to a comprehensive recreation program and related youth and adult activities including but not limited to community wide special events, special interest classes, summer youth and adult programs, and cultural programs.~~
- ~~Plan and develop budgets for classes, activities, and events, promote activities in the community, attend activities to ensure proper implementation, and maintains attendance logs and other program records.~~
- ~~Supervise division employees, including assigning and reviewing work, monitoring workflow, training, evaluating performance, and resolving grievances.~~
- ~~Train, recruit, and schedule volunteers for youth sports and other recreation programs.~~
- ~~Prepare grant applications and manage grant contracts from a variety of private, federal, state, and local sources; assure proper grant accounting and adherence to guidelines and regulations.~~
- ~~Assist with park planning and development and special project implementation, including the management of small to medium-sized capital improvement projects.~~
- ~~Answer questions and provide information to the public; investigate citizen complaints and recommend corrective action as necessary to resolve complaints; provide public presentations regarding recreation programs and services.~~
- ~~Make presentations to boards and committees, community groups, school district, and public on recreation and leisure services programs.~~

- ~~Work closely with youth and adult sports associations on the development and implementation of programs and scheduling of activities.~~
- ~~Manage the division's sponsorship program to provide a high level of program cost recovery.~~
- ~~Recommend charges for fee-based programs and ensure the proper receipting and management of fees collected.~~
- ~~Develop and manage strategic partnerships with local organizations to improve service to the community.~~
- ~~Prepare for publication a variety of brochures, calendars, letters, posters, news releases, flyers, website, social media, and related communications regarding recreation programs.~~
- ~~May serve as a member of various employee committees.~~
- Effectively supervises ~~assigned~~ Recreation employees on a daily basis which includes scheduling and assigning work; mentoring, coaching, and training; developing work plans and reviewing work for completion; evaluating performance and providing necessary feedback to employees; setting work standards; imposing or effectively recommending necessary disciplinary action; responding to grievances; and ~~making or effectively~~ recommending hiring and termination decisions.
- -Oversees, coordinates, and supervises assigned staff in the development of a comprehensive community recreation program that aligns with community needs and interests. This includes assessing program finances and effectiveness, identifying opportunities for new or enhanced offerings, and ensuring programs are accessible, inclusive, and engaging for diverse populations.
- Manages program logistics, securing necessary resources, coordinating with instructors and community partners, and maintaining compliance with organizational policies and industry best practices.
- Evaluates staff performance, provides guidance and professional development opportunities, fostering a positive and collaborative work environment, and ensuring high-quality customer service and participant satisfaction.
- Manages and ensures that service strategies are developed, implemented, and meet the needs of a diverse community and programs for all ages and abilities.
- Oversees operations at assigned facilities, including facility scheduling, staff assignments, work schedules, and monitoring facility maintenance and safety, addressing operational issues, implementing policies and procedures for the Recreation Program and its facilities, coordinating with vendors and stakeholders, and ensuring a positive experience for patrons.
- Manages and supervises assigned operation areas to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates, and evaluates assigned staff; reviews progress and directs changes as needed.
- Provides leadership and direction in the development of short- and long-range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department Recreation Division activities with other departments and agencies as needed for decision-making purposes.

- Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Determines work procedures and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operational areas.
- Assigns duties and reviews work for exactness, neatness, and conformance to policies and procedures; resolves concerns; performs or assists subordinates in performing duties.
- Promotes and markets the services, programs, activities, and events of the organization. Prepares a variety of brochures, calendars, news releases, flyers, and related communications regarding recreation programs. Assists in developing innovative marketing strategies and the most effective ways to promote recreation programs.
- Responds to public inquiries about recreation programs made by telephone, email, via social media, or during public meetings.
- Monitors employee activity and equipment operations to ensure safety practices; implements and maintains safe operating practices; assures compliance with proper safety procedures, rules, and regulations.
- Represents the City of St. Helens by responding to the public, citizens, its employees, and others in a prompt, professional, and courteous manner while continuously maintaining a positive customer service demeanor. Regards everyone, internal and external, as a customer and delivers the best service possible in a respectful and patient manner.
- Serves as a member of various City committees as assigned. May serve as staff liaison to support the activities and purposes of non-profit foundations and City Council-appointed commissions and boards.
- Works to create a high-performance work culture by demonstrating a positive attitude and modeling the City's mission, vision, and values. Conducts self with high integrity, proactive in conserving City resources, and seeks and incorporates customer feedback for ongoing performance improvement. Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality customer service.
- Maintains positive interpersonal relations; resolves work-related conflicts; fairly administers applicable labor contracts and City policies and codes. Provides coaching for performance improvement and development; determines merit increases; ~~makes decisions related to disciplinary action, up to and including termination, to address~~ performance deficiencies in accordance with ~~Human Resources personnel~~ policies and labor contract provisions.
- Acts ethically and honestly; applies ethical standards of behavior to daily work activities and interactions. Works to build confidence in the City through own actions.

- Serves as a member of various City committees as assigned. Represents the ~~department~~ division at meetings internally and externally as assigned.
- Performs other related duties as required/assigned and assists other staff in the performance of their duties as assigned.
- Arrives to work, meetings, and other work-related functions on time and maintains regular job attendance.
- Adheres to appropriate attire, grooming, and hygiene standards established for the position.
- Operates a motor vehicle safely and legally.
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MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- a. Bachelor's degree in Recreation Administration, and five (5) or more years of experience in recreation programming which includes supervisory experience-or
- b. Any equivalent combination of relevant education and experience that provides the required knowledge and abilities.

KNOWLEDGE, SKILLS, AND ABILITIES

- a. ~~Recreation program development principles.~~
- b. ~~Techniques of marketing, promoting and scheduling events, activities, and facilities.~~
- c. ~~Interpersonal and customer service skills required to create a team environment.~~
- d. ~~Establish and maintain effective working relationships with City staff, outside agency representatives, City officials, and the public.~~
- e. ~~Develop and evaluate program budgets and provide budgetary recommendations.~~
- f. ~~Communicate clearly and effectively, both verbally and in writing.~~
- g. ~~Formulate park policies, procedures, rules, and regulations.~~
- h. ~~Problem solving, organize workloads, meet deadlines, and develop staffing patterns to meet program and facility needs.~~
- i. ~~Supervise, direct, and evaluate employees.~~
- j. ~~Plan, organize, and supervise small capital improvement projects.~~
- k. ~~Schedule work projects as directed by the City Administrator.~~
- l. ~~Maintain site inventories and records.~~

- a. Prepare reports and recommendations.

KNOWLEDGE, SKILLS, AND ABILITIES

- a. Knowledge of: recreation philosophy, planning, and administration; and the equipment, facilities, operations, and techniques used in a comprehensive community recreation program; principles and practices of personnel management.

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b.

Skill in: utilizing a broad range of technology applications in document processing, spreadsheets, databases, presentation software; and displaying data in a variety of report formats; public speaking, problem solving, decision-making, ~~mediating~~ mediating conflict and dealing effectively with potentially confrontational situations; effective written and oral skills to communicate programs, policies, and procedures to staff and the public; and operation of listed tools and equipment used.

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c.

Ability to: plan, coordinate, manage, and direct varied activities involved in a community recreation program; develop and monitor budgets, perform short and long-term planning, negotiate and develop contracts; communicate effectively, verbally and in writing; understand and carry out written and oral instructions; establish and maintain effective working relationships with employees, other agencies, participants, instructors, community leaders, and the public; plan and supervise the work of paid staff and volunteers; and use computers for data entry.

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SPECIAL REQUIREMENTS

- Valid state driver's license.
- CPR/AED/First Aid certified (or ability to obtain within 2 weeks of hire date).

TOOLS AND EQUIPMENT USED

- Use of computer or laptop for use in word processing, spreadsheets, databases, and other related software.
- Copier/printer/fax machine; ten-key calculator; telephones.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical activities frequently required by the work include light work, exert up to 20 pounds of force and occasionally lift/move up to 50 pounds; perform tasks that may require the incumbent to walk, lift, use manual dexterity, repetitive motions, and grasp with or without reasonable accommodations; express or exchange ideas by means of the spoken word; visual acuity necessary to perform an activity such as: preparing and analyzing data and figures; viewing a computer terminal; expansive reading.

While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee is frequently required to stand, walk, and use hands to finger, handle, feel, or operate objects and tools or controls. The employee is occasionally required to sit,

climb, or balance, stoop, kneel, crouch or crawl, and talk or hear.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works near moving mechanical parts and in outside weather conditions. The employee frequently works in high, precarious places and is frequently exposed to wet and/or humid conditions, fumes, airborne particles, toxic or caustic chemicals, and vibration. The employee is occasionally exposed to risk of electrical shock.

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EMPLOYEE ACKNOWLEDGMENT

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I acknowledge that I have received a copy of the ~~Parks and~~ **Recreation Manager** job description. I understand that it is my responsibility to adhere to the Essential Duties and Responsibilities as outlined within this job description.

My signature below is evidence that I have reviewed and concurred that the above detailed job description appropriately describes the work of the position, including essential job functions, the minimum education and experience required of the position, and the physical demands of the position.

Signatures:

~~Parks and~~ Recreation Manager

Date

Print Name: _____

City Administrator

Date