



# COUNCIL REGULAR SESSION

Wednesday, September 03, 2025 at 7:00 PM

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## 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](http://www.sthelensoregon.gov)

Email | [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov)

Phone | 503-397-6272

Fax | 503-397-4016

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## AGENDA

### CALL REGULAR SESSION TO ORDER

### PLEDGE OF ALLEGIANCE

### SWEARING IN OF NEW POLICE CHIEF MATTHEW SMITH

### PROCLAMATION

1. National Library Card Sign-Up Month - September 2025

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

### DELIBERATIONS

2. Sale of City-Owned Property on Kelly Street described as:  
- Tax Account No. 28848, Map No. 4N1W04-BB-03000, 9,583 Square Feet

### ORDINANCES – *Final Reading*

3. **Ordinance No. 3315:** An Ordinance Amending the St. Helens Municipal Code Chapter 13.30, Adding a Sunset Provision to the Public Safety Fee
4. **Ordinance No. 3316:** An Ordinance Amending the St. Helens Municipal Code Chapter 13.32, Requiring Voter Approval Before the Establishment of New Fees on Utility Bills Unrelated to Utility Services

### ORDINANCES – *First Reading*

5. **Ordinance No. 3314:** An Ordinance Revising Chapter 18.36, Environmental Protection, Erosion Prevention, and Sediment Control Rules, of the St. Helens Municipal Code to Meet the City's Requirement as a Designated Management Agency Under the DEQ's Willamette Basin Mercury Total Maximum Daily Load
6. **Ordinance No. 3317:** An Ordinance to Annex and Designate the Zone of Certain Property at 58506 Kavanagh Street (Avenue)

### RESOLUTIONS

7. **Resolution No. 2051:** A Resolution of the City Council of St. Helens, Oregon Declaring City Owned Property on Kelly Street, Tax Map/Lot No. 4N1W04-BB-03000 as Surplus and Authorizing the Sale of the Property in Compliance with ORS 221.725

- 8. Resolution No. 2053:** A Resolution of the City Council of St. Helens, Oregon, Authorizing Amendment No. 2 to the Purchase and Sale Agreement of Property at 1300 Kaster Road, Tax Account Nos. 13249 and 13215, and Authorizing and Directing the City Administrator to Take Appropriate Steps to Effectuate Closing of the Sale of Property
- 9. Resolution No. 2054:** A Resolution Establishing an Official Compensation Package for the Mayor for Food, Beverages, and other City-Related Items
- 10. Resolution No. 2055:** A Resolution Establishing an Official Compensation Package for the City Councilor Position Currently Held by Mark Gundersen, the City Councilor Position Currently Held by Brandon Sundeen, and Applying to Any City Councilors Subsequently Holding those Positions, for Food, Beverages, and Other City-Related Items
- 11. Resolution No. 2056:** A Resolution Establishing an Official Compensation Package for the City Councilor Position Currently Held by Jessica Chilton, the City Councilor Position Currently Held by Russell Hubbard, and Applying to Any City Councilors Subsequently Holding those Positions, for Food, Beverages, and Other City-Related Items
- 12. Resolution No. 2057:** A Resolution Establishing an Official Compensation Package for City of St. Helens Employees, for Food, Beverages, and Other City-Related Items

#### **AWARD BID/CONTRACT**

- 13.** Award Bid and Authorize Mayor to Sign Contract with Jeffries Construction, LLC for 2025 Storm Cleaning & CCTV, Project No. SD-201, in the Amount of \$63,613.00

#### **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**

- 14.** Agreement with Columbia County for Transfer of Jurisdiction for Portions of Gable Road, Columbia Boulevard, and Bachelor Flat Road

#### **APPOINTMENTS TO BOARDS AND COMMISSIONS**

- 15.** Appoint Kelsey Knutson to the Library Board

#### **CONSENT AGENDA FOR ACCEPTANCE**

- 16.** Parks and Trails Commission Minutes dated July 14, 2025

#### **CONSENT AGENDA FOR APPROVAL**

- 17.** City Council Minutes dated August 27, 2025
- 18.** Amended Police Sergeant Job Description
- 19.** Accounts Payable Bill Lists

#### **WORK SESSION ACTION ITEMS**

#### **COUNCIL MEMBER REPORTS**

#### **MAYOR MASSEY REPORTS**

#### **PROACTIVE ITEMS**

#### **OTHER BUSINESS**

#### **ADJOURN**

#### **VIRTUAL MEETING DETAILS**

Join: <https://us02web.zoom.us/j/85453106813?pwd=EjT9rDzzKVUvkVZssgSbjw7YjHAb49.1>

Passcode: 421963

Phone one-tap: +12532158782

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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](http://www.sthelensoregon.gov) or call 503-366-8217.

**City of St. Helens**  
**PROCLAMATION**  
 By Mayor Jennifer Massey

***National Library Card Sign-Up Month***  
***September 2025***

**WHEREAS**, libraries are foundational to education, imagination, and opportunity, offering everything from early literacy programs to digital tools that support lifelong learning and personal growth; and

**WHEREAS**, St. Helens Public Library curates collections and designs programs for all ages to ensure equitable access to information, technology, and culture for all; and

**WHEREAS**, St. Helens Public Library helps citizens navigate life's challenges by providing trusted information, digital access, job search support, and connections to essential services; and

**WHEREAS**, St. Helens Public Library helps our economy thrive, equipping job seekers, entrepreneurs, students, and creators with tools and training to succeed; and

**WHEREAS**, in times of both crisis and calm, St. Helens Public Library staff remain steadfast in supporting and strengthening our community; and

**WHEREAS**, a library card opens doors to endless possibilities, from books and technology to lifelong learning and imagination.

**NOW, THEREFORE**, I, Jennifer Massey, the Mayor of the City of St. Helens, do hereby proclaim **September 2025** as **National Library Card Sign-up Month** to celebrate all the ways that the library draws us together as a community and by encouraging all residents to sign up for a library card and explore the endless possibilities it offers.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of St. Helens to be affixed at St. Helens City Hall on this 3<sup>rd</sup> day of September 2025.

MAYOR:

*Place  
Gold  
Seal &  
Stamp  
Here*

\_\_\_\_\_  
 Jennifer Massey, Mayor

ATTEST:

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

City of St. Helens  
**ORDINANCE NO. 3315**

AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL CODE  
 CHAPTER 13.30, ADDING A SUNSET PROVISION TO THE PUBLIC  
 SAFETY FEE

**WHEREAS**, pursuant to the Oregon Constitution, the laws of the State of Oregon, and its Charter, the St. Helens City Council has the power to exercise its legislative and administrative authority through the adoption of Ordinances and Resolutions; and

**WHEREAS**, municipal service fees are fees based on the direct or indirect use of or benefit from general city services, such as public safety, library, parks, or another general service and are collected through the utility bill; and

**WHEREAS**, in 2021, City Council adopted a Public Safety Fee in Chapter 13.30, which is a type of municipal service fee adopted to pay for the acquisition and construction of a public safety facility; and

**WHEREAS**, in 2021, the City entered into a 30-year financing agreement for municipal bonds to fund the acquisition and construction of a new public safety facility, which would be repaid through revenue generated from the adoption of a Public Safety Fee in Chapter 13.30; and

**WHEREAS**, the City Council desires to discontinue the collection of the Public Safety Fee upon the maturation of the 30-year bond financing at which time it is anticipated that the 30-year bond financing obligation will be repaid.

**NOW, THEREFORE, THE CITY OF ST. HELENS ORDAINS AS FOLLOWS:**

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

**Section 2. Amendment.** The City of St. Helens Municipal Code Chapter 13, Public Services is amended as follows, with additions bolded and underlined and deletions struck through:

**13.30.040 ~~Creation, and imposition, and termination~~ of public safety fee.**

\*\*\*\*

- (1) The city council hereby establishes and imposes a public safety fee to be paid by the responsible party of any developed property within the corporate limits of the city **and such fee shall expire on June 30, 2052.**

\*\*\*\*

**Section 3. Severability.** If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses, or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be servable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance be enforced.

**Section 4. Savings Clause.** Notwithstanding this amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced, shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions thereof were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

**Section 5. Codification.** Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", or another word, and the sections of this Ordinance may be renumbered, or relettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

**Section 6. Effective Date.** The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time:	August 20, 2025
Read the second time:	September 3, 2025

**Approved and adopted** on September 3, 2025 by the following vote:

Ayes:  
Nays:  
Abstain:

\_\_\_\_\_  
Jennifer Massey, Mayor

ATTEST:

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

City of St. Helens  
**ORDINANCE NO. 3316**

AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL CODE  
CHAPTER 13.32, REQUIRING VOTER APPROVAL BEFORE THE  
ESTABLISHMENT OF NEW FEES ON UTILITY BILLS UNRELATED  
TO UTILITY SERVICES

**WHEREAS**, pursuant to the Oregon Constitution, the laws of the State of Oregon, and its Charter, the St. Helens City Council has the power to exercise its legislative and administrative authority through the adoption of Ordinances and Resolutions; and

**WHEREAS**, municipal service fees are fees based on the direct or indirect use of or benefit from the provision of general city services, such as public safety, library, parks, or another general service and are collected through the utility bill; and

**WHEREAS**, municipal service fees do not include (1) fees charged to persons or property based on use or consumption of utilities, such as water, sewer, or stormwater; (2) fees that arise based on the cost of specific services or activities, such as land use or building permit fees, local improvement districts, and other fees on the Universal Fee Schedule, or (3) impact fees such as System Development Charges (SDCs); and

**WHEREAS**, public comment at the City's Budget Committee meetings, City Council Work Session meetings, and City Council meetings, supported requiring voter approval prior to the City establishing new or increased city fees collected through the utility bill, if those fees are unrelated to utility services; and

**WHEREAS**, City Council solicited public comment and testimony at the August 1, 2025, Special Meeting and August 20, 2025, City Council Work Session and City Council meeting regarding adding a voter requirement to city code prior to the establishment of new fees unrelated to utility services and collected through the utility bill; and

**WHEREAS**, public comment testified in favor requiring voter approval prior to the establishment of new fees unrelated to utility services that are collected through the utility bill and the City Council concurs.

**NOW, THEREFORE, THE CITY OF ST. HELENS ORDAINS AS FOLLOWS:**

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

**Section 2. Amendment.** The City of St. Helens Municipal Code Chapter 13, Public Services is amended to add Chapter 13.32, Municipal Service Fees, as set out in **Attachment A**, attached hereto, and incorporated herein by this reference.

**Section 3. Severability.** If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid,

such invalidity shall not affect the other sections, provisions, clauses, or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be servable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance be enforced.

**Section 4. Savings Clause.** Notwithstanding this amendment/repeal, the City ordinances in existence at the time any criminal or civil enforcement actions were commenced, shall remain valid and in full force and effect for purposes of all cases filed or commenced during the times said ordinance(s) or portions thereof were operative. This section simply clarifies the existing situation that nothing in this Ordinance affects the validity of prosecutions commenced and continued under the laws in effect at the time the matters were originally filed.

**Section 5. Codification.** Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", or another word, and the sections of this Ordinance may be renumbered, or relettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

**Section 6. Effective Date.** The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time:	August 20, 2025
Read the second time:	September 3, 2025

**Approved and adopted** on September 3, 2025 by the following vote:

Ayes:  
Nays:  
Abstain:

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Jennifer Massey, Mayor

ATTEST:

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Kathy Payne, City Recorder

**ATTACHMENT A  
CITY OF ST. HELENS  
ORDINANCE NO. 3316**

**CHAPTER 13.32 MUNICIPAL SERVICE FEES**

**13.32.010 PURPOSE**

The purpose of a Municipal Service Fee is to provide funding for the direct or indirect use of or benefit from the provision of city services, such as public safety, library, parks, or another specific purpose. Municipal Service Fees are not a property tax, nor subject to the limitation of article XI, section 11, of the Oregon Constitution. The obligation to pay a Municipal Service Fee arises when a person receives the direct or indirect benefit of the city service. It is presumed that the benefit of city services is received when a person owns or uses developed property. Municipal Service Fees are separately identified and collected through utility bills.

**13.32.020 Definitions**

**Municipal Service Fees.** A Municipal Service Fee provides funding for the direct or indirect use of or benefit from the provision of city services, including but not limited to public safety, library, parks, or another specific purpose and collected on the utility bill. A Municipal Service Fee does not include (1) fees charged to persons or property based on the use or consumption of utilities, such as water, sewer, or stormwater fees established through utility rates, (2) fees imposed for a specific service or activity, such as building permit fees, land use permit fees, local improvement districts, or those adopted in the Universal Fee Schedule, or (3) impact fees such as System Development Charges.

**13.32.030 Voter Approval Required for a Municipal Service Fee Unrelated to Utility Services.**

- (1) Voter approval by a majority of the votes cast at a city-wide election shall be required before a Municipal Service Fee unrelated to utility services is established, increased, or purpose modified.
- (2) The reduction or repeal of Municipal Service Fee shall not require voter approval.
- (3) Any proposal to establish or increase a Municipal Service Fee shall:
  - a. Specify the maximum amount of the fee or rate;
  - b. Include an expiration date unless reauthorized by the voters; and
  - c. State the specific purpose for which the revenue is to be used.
- (4) A Municipal Service Fee approved by the City prior to the effective date of this Ordinance, shall not be subject to the voter approval requirement unless the Municipal Service Fee is increased or its purpose modified.

City of St. Helens  
**ORDINANCE NO. 3314**

AN ORDINANCE REVISING CHAPTER 18.36, ENVIRONMENTAL PROTECTION, EROSION PREVENTION, AND SEDIMENT CONTROL RULES, OF THE ST. HELENS MUNICIPAL CODE TO MEET THE CITY'S REQUIREMENT AS A DESIGNATED MANAGEMENT AGENCY UNDER THE DEQ'S WILLAMETTE BASIN MERCURY TOTAL MAXIMUM DAILY LOAD

**WHEREAS**, the City of St. Helens became a Designated Management Agency (DMA) under the federal Clean Water Act and the Oregon Department of Environmental Quality (DEQ) Total Maximum Daily Load (TMDL) implementation plan for the Willamette Basin; and

**WHEREAS**, the City of St. Helens, as a DMA, is required under OAR 340-42-080 to prepare and implement the requirements of the Water Quality Management Plan for the Willamette Basin and to reduce mercury pollutant from nonpoint sources to restore and protect water quality in local waterways and the Willamette River; and

**WHEREAS**, the City's Mercury TMDL plan requires the City to develop procedures for site inspection and enforcement of control measures to ensure sediment and erosion from construction sites and other ground disturbing activities do not contribute pollutants to local waterways and impair water quality; and

**WHEREAS**, Chapter 18.36 of the St. Helens Municipal Code governs erosion control, site development and standards, and is the appropriate chapter to address erosion and sediment control;

**NOW, THEREFORE, THE CITY OF ST. HELENS ORDAINS AS FOLLOWS:**

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

**Section 2.** The City of St. Helens Municipal Code is hereby amended to adopt revised Article 18.36 (Environmental Protection, Erosion Prevention, And Sediment Control Rules) under Code Chapter 18 (Engineering Standards Manual), as set out in **Exhibit A**, attached hereto, and incorporated herein by this reference.

**Section 3. Severability.** If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses, or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be servable. This City Council hereby declares

that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

**Section 4.** Provisions of this Ordinance shall be incorporated in the St. Helens Municipal Code and the word "ordinance" may be changed to "code", "article", "section", or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

**Section 5.** The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: September 3, 2025  
Read the second time: September 17, 2025

**APPROVED AND ADOPTED** this 17<sup>th</sup> day of September 2025 by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Jennifer Massey, Mayor

ATTEST:

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

## Ordinance No. 3314 – Exhibit “A”

### Chapter 18.36

#### EROSION PREVENTION AND SEDIMENT CONTROL ENVIRONMENTAL PROTECTION, EROSION PREVENTION, AND SEDIMENT CONTROL RULES

##### Sections:

- 18.36.010 ~~Introduction~~Purpose.
- 18.36.020 General policy and intent.
- 18.36.030 ~~Enforcement~~Definitions.
- 18.36.040 Erosion prevention and sediment control.
- 18.36.050 Erosion prevention and sediment control permit.
- 18.36.0650 Contaminated soils Erosion prevention and sediment control plan.
- 18.36.070 Erosion prevention and sediment control plan implementation.
- 18.36.080 Erosion prevention and sediment control plan compliance.
- 18.36.090 Final stabilization and permit termination.
- 18.36.100 Enforcement and penalties.
- 18.36.110 Appeals.

##### **18.36.010** Introduction~~Purpose.~~

This chapter identifies requirements for erosion prevention and sediment control (EPSC). The provisions of this chapter are intended to prevent and reduce adverse impacts to the drainage system and water resources. In combination with other state, federal, and local laws and ordinances, these requirements are intended to protect the beneficial uses of waters within the greater St. Helens service district.

The ~~city will~~follows the best management practices (BMPs) for EPSC as detailed in the most recent version of the “Erosion Prevention and Sediment Control Planning and Design Manual” issued through Clean Water Services of Washington County. ~~(Ord. 2875 Appx. § 810, 2003)~~

The purpose of this chapter is to minimize the amount of sediment, construction waste, and other pollutants reaching surface waters or entering the public storm drainage system as a result of development, construction, grading, excavating, clearing and any other activity which causes or accelerates erosion. The objective is to prevent erosion and control sediment as a means of maintaining and improving water quality and minimizing water pollution, downstream flooding and wildlife habitat damage.

##### **18.36.020** General policy and intent.

- (1) Temporary and permanent measures shall be taken for all construction and development projects and ground disturbing activities to prevent the adverse effects of site erosion and sediment runoff. The intent behind the required measures is to minimize the amount of sediment and other pollutants reaching waterways, wetlands, and the public storm drainage system, and thus protect the environment during the life of ground disturbing activities and projects. The provisions of this chapter shall apply to land within the City limits regardless of whether that property is involved in a construction or development activity(1) Erosion

~~Prevention and Sediment Control Policy. This chapter specifies the use of erosion prevention techniques and sediment control measures. The use of erosion prevention techniques shall be emphasized, rather than sediment control measures. This shall be especially important on larger construction sites immediately before and during the rainy season. Erosion prevention techniques are designed to protect soil particles from the force of rain and wind so that they will not erode. These techniques include, but are not limited to, such things as construction scheduling, ground cover, and matting. Sediment control measures are designed to capture soil particles after they have been dislodged and attempt to retain the soil particles on site. These measures include, but are not limited to, silt fences, sediment barriers, and settling basins. Both erosion prevention techniques and sediment control measures have appropriate uses; however, numerous case studies have shown that sediment control measures are less effective in preventing soil movement than erosion prevention techniques.~~

(2) The erosion prevention and sediment control measures outlined in this policy are designed to prevent soil particles from being dislodged by the force of water and wind. Erosion prevention measures include strategies such as the proper timing of construction work, limiting the disturbance of ground cover, and protecting soil while it is exposed. Sediment control techniques are designed to capture soil particles after they have been dislodged and retain them on site until they are properly disposed of in accordance with regulations. These measures may include installing and maintaining silt fences, straw wattles, biobag inlet protection, and settling basins. As far as practicable, existing vegetation shall be protected and left in place, in accordance with the clearing limits on approved erosion prevention and sediment control plans. Work areas shall be carefully located and marked to reduce potential damage.

(3) Where the provisions of this chapter are less restrictive or conflict with comparable provisions of the St Helens Municipal Code (SHMC), regional, state or federal law, the provisions that are more restrictive shall govern. Where this chapter imposes restrictions that are more stringent than regional, state and federal law, the provisions of this document shall govern. Nothing in this chapter shall relieve any person from the obligation to comply with the regulations or permits of any federal, state, or local authority.

~~(2) Existing Vegetation. As far as practicable, the existing vegetation shall be protected and left in place, in accordance with the clearing limits on the approved erosion prevention and sediment control plans. Work areas shall be carefully located and marked to reduce potential damage. Trees shall not be used as anchors for stabilizing working equipment.~~

~~Where existing vegetation has been removed, or the original land contours disturbed, the site shall be revegetated, and the vegetation established, as soon as practicable. (Ord. 2875 Appx. § 820, 2003)~~

### **18.36.030 DefinitionsEnforcement.**

The following words, terms, and phrases, as used in this chapter, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates otherwise:~~Failure to comply with any provision of this chapter or with any term of an erosion prevention and~~

~~sedimentation control plan shall be deemed a violation and subject to enforcement action pursuant to applicable city ordinances, resolutions and orders, including all implementing rules and regulations. (Ord. 2875 Appx. § 830, 2003)~~

- (1) "303(d) Listed Stream" is a stream that has been found to exceed the accepted threshold for one or more specific pollutants, and has received an order from DEQ to address this water quality issue.
- (2) "Applicant" means the owner of real property or the owner's authorized agent, or any person who is to obtain an erosion control permit according to section 18.36.040 in this chapter.
- (3) "Approval" means having received official confirmation by the Director.
- (4) "Authorized agent" means the developer, contractor, engineer, builder, personal representative, or anyone designated by the owner to have control or supervision of a site involving a ground disturbing activity.
- (5) "Best Management Practices"(BMP) means strategies to prevent erosion and control sediment, in addition to other pollutants on construction sites outlined the "Erosion Prevention and Sediment Control Planning and Design Manual" issued through Clean Water Services of Washington County, Oregon.
- (6) "Certified professional" means any person licensed as a civil engineer, architect, landscape architect, or landscape designer who is qualified, in the judgment of the Director to design erosion prevention and sediment control plans or facilities; or any person certified by the State or the International Erosion Control Association as a certified professional in erosion and sediment control; or any person certified by other appropriate national association and who in the judgment of the Director has the knowledge, skills, and abilities to design erosion prevention and sediment control facilities.
- (7) "City" means City of St. Helens.
- (8) "City Official" means a representative of the city.
- (9) "Clearing" means any activity that removes vegetative cover of land.
- (10) "Director" means the Public Works Director or their designee.
- (11) "Drainage course" means any land surface, ditch, waterway, or other feature which serves as a course for the transmission of surface water and stormwater.
- (12) "Erosion" means the wearing away of the ground surface, or the movement, detachment or dislocation and transport of sediment including soil particles by the action of water or wind

- (13) "Erosion Prevention and Sediment Control Permit" means the officially approved document issued by the City required for construction or other activities is likely to cause a temporary or permanent increase of soil erosion from the site.
- (14) "Erosion prevention and sediment control" (EPSC) means measures that prevent or reduce the amount of soil disturbed by erosion, and that prevents or reduces the amount of eroded material leaving the site.
- (15) "Erosion Prevention and Sediment Control Plan" means a set of documents, maps, plans and other information indicating specific measures, sequencing or phasing to be used to control erosion and sediment on a site during and after construction or other ground disturbing activities.
- (16) "Grading" means excavation or fill of material, including the resulting conditions, spoils, or byproducts.
- (17) "Ground disturbing activity" means any activity that exposes or disturbs the earth's surface, potentially leading to soil displacement, vegetation removal, or changes in natural land contours by mechanical equipment, including, but not limited to, grading, excavating, filling, clearing, or working of land.
- (18) "Impervious surface" means any surface that prevents or significantly reduces the infiltration of water into the soil by blocking the natural absorption of rainwater and increasing runoff. This includes but is not limited to materials such as asphalt, concrete, rooftops, or compacted gravel.
- (19) "Perimeter control" means a barrier that prevents sediment from leaving a site by filtering runoff or diverting it to a sediment trap or basin.
- (20) "Prohibited Pollutant" means a prohibited discharge to public sewer systems as pursuant to SHMC 13.14.090.
- (21) "Sediment" means finely divided loose material that can be suspended and transported in water or air and may originate from disturbed soil, landscaping, and construction activities or materials. For the purpose of this ordinance, sediment is considered a prohibited pollutant.
- (22) "Sedimentation" means the process of sediment settling or being deposited after being disturbed and transported by erosion.
- (23) "Site" means a lot or parcel of land or contiguous lots or parcels of land where ground disturbing activities are performed as a single unified operation.

(24) “Stabilization” means the use of practices that prevent, or reduce to the maximum extent practicable, exposed soil from eroding.

(25) “Stormwater” means rainwater or melted snow that runs off the surface of the land.

(26) “Storm drainage system” means all conduits, ditches, gutters, catch basins, or any other facilities convenient or necessary to carry away and dispose of stormwater and subsurface drainage, surface water, or unpolluted surplus water.

(27) “Visible or Measurable erosion” means

- (a) Deposits of mud, dirt, sediment, or similar material exceeding one-half cubic foot in volume on public or private streets, adjacent property, or into the storm and surface water system, either by direct deposit, dropping, discharge, or as a result of the action of erosion. One-half a cubic foot of volume weighs approximately fifty pounds and can cover two square feet at a depth of three inches.
- (b) Evidence of concentrated flows of water over bare soils; turbid or sediment laden flows; or evidence of onsite erosion such as rivulets on bare soil slopes, where the flow of water is not filtered or captured on the site.
- (c) Earth slides, mudflows, earth sloughing, or other earth movement, which leaves the property.

#### **18.36.040 Erosion prevention and sediment control.**

~~(1)~~ ~~(1)~~ Application and Purpose.

(1)

~~(a)~~ ~~(a)~~ It is a city requirement to reduce the amount of sediment and other pollutants reaching the public storm and surface water system resulting from development, construction, grading, excavating, clearing, and any other activity which accelerates erosion, to the limits prescribed in this chapter.

(a)

~~(b)~~ ~~(b)~~ It is the policy of the city to require temporary and permanent measures for all construction projects ground disturbing activities, as defined in this chapter, to lessen the adverse effects of construction erosion and sediment on the environment. All projects applicable ground disturbing activities shall include properly installed, operated, and maintained temporary and permanent erosion control measures as provided in this section and/or in an approved plan, designed to protect the environment during the term of the project. Additionally, compliance with the measures prescribed in this chapter and/or in an approved plan do not alleviate or diminish the necessity to provide effective and comprehensive erosion prevention and sediment control. These erosion control rules

apply to all properties within the city limits, regardless of whether that property is involved in a construction or development activity.

(b)

(c) ~~(e)~~ Nothing in this section shall relieve any person of the obligation to comply with the regulations or permits of any federal, state, or local authority.

~~(2)~~ ~~(2)~~ Erosion Prohibited.

(2)

~~(a)~~ ~~(a)~~ Visible or measurable erosion which enters, or is likely to enter, the public or private storm system, surface waters, or other properties, is hereby prohibited, and is a violation of ~~these rules~~ this chapter. The owner of the property, permittee under a ~~construction~~ permit, together with any person or persons, including but not limited to the contractor or the engineer causing such erosion, shall be held responsible for violation of these rules.

(a) .

~~(b)~~ ~~(b)~~ No person shall create physical erosion by dragging, dropping, tracking, or otherwise placing or depositing, or permitting to be deposited, mud, dirt, rock or other such debris upon a public street or into any part of the public storm system, or any part of a private storm system which drains or connects to the public storm system or drains to any surface water within city limits. Any such deposit of material shall be immediately removed using hand labor or mechanical means. No material shall be washed or flushed into any surface water or part of the storm system until all mechanical means to remove the debris have been exhausted and preventative sediment filtration is in place. ~~The owner of the property, permittee, together with any person or persons, including but not limited to the contractor or the engineer who causes such erosion, shall be held responsible for violation of these rules.~~

(b)

(c) ~~(e)~~ Excess materials and/or stockpiles shall be removed or tarped during wet weather conditions throughout the entire construction or applicable ground disturbing activities ~~process, including home or building construction~~.

~~(3) Maintenance. The permittee shall maintain the facilities and techniques contained in the approved erosion prevention and sediment control plan so as to continue to be effective during the construction phase, post-construction phase, establishment of permanent vegetation, or any other permitted activity. If the facilities and techniques approved in an erosion prevention and sediment control plan are not effective or sufficient as determined by the city site inspection, the permittee shall submit a revised plan within three working days of written notification by the city. Upon approval of the revised plan by the city, the permittee shall immediately implement the additional facilities and techniques included in the revised plan. In cases where erosion is likely to occur, the city may require the applicant to install interim control measures prior to submittal of the revised erosion prevention and sediment control plan.~~

~~(4) Inspection.~~

~~(a) City Initial Inspection. On a site development or any other type of project, the erosion prevention and sediment control measures shall be installed prior to the start of any permitted activity.~~

~~(b) Owner Inspections and Inspection Logs. The owner shall be required to inspect erosion prevention and sediment control measures and provide information to the city. Inspections shall be completed on a daily basis or as required by the erosion prevention and sediment control plans. Logs are to be maintained on site and available to the city inspector(s) upon request.~~

~~(c) Final Inspection. A final erosion control inspection shall be required prior to the sale or conveyance to new property owner(s) or prior to the removal of erosion prevention and sediment control measures.~~

~~(3) (5) Erosion Prevention Techniques and Methods. The engineer of record shall be held ultimately responsible for the design and functionality of the erosion prevention and sediment control plan.~~ The following are minimum requirements of any plan submitted for city approval:

(3)

~~(a) (a)~~ A gravel construction entrance is required. If there is more than one vehicle access point, a gravel construction entrance shall be required at each entrance. The responsibility for the design and performance of the driveway remains with the permittee. Vehicles or equipment shall not enter a property adjacent to a stream, watercourse, storm facility, or wetlands unless adequate measures are installed to prevent physical erosion into the water or wetland.

(a)

~~(b) (b)~~ The use of straw bales as a sediment filter or barrier is not allowed.

(b)

~~(c) (c)~~ Plastic sheeting shall generally not be used as an erosion control measure for single-family house construction. Plastic sheeting may be used to protect small, highly erodible areas, or temporary stockpiles of material. If plastic sheeting is used, the path of concentrated flow from the plastic must be protected.

(c)

~~(d) (d)~~ The erosion prevention and sediment control measures shall remain in place and be maintained in good condition until all disturbed soil areas are permanently stabilized by installation and establishment of landscaping, grass, mulching, or otherwise covered and protected from erosion.

(d)

~~(e) (e) On sites where vegetation and ground cover have been removed from more than one acre of land, vegetative ground cover shall be planted on or before September 1st with the ground cover established by October 15th. As an alternative, if ground cover is not established by October 15th, the open areas shall be protected through the winter with straw mulch, erosion blankets, or~~

~~other approved method(s).~~

~~(f)(f)~~ Sediment barriers are not required on a site.

(e)

~~(i)(i)~~ Where there are no concentrated flows and the slope being protected has a grade of less than two percent.

(i)

~~(ii)(ii)~~ Where flows are collected through the use of temporary or permanent grading or other means such that the flows are routed to an approved settling pond, filtering system, or sediment barrier.

(ii)

~~(iii)(iii)~~ Where there are no concentrated flows, slopes are less than 10 percent, and where the runoff passes through a grassed area which is either owned by the applicant, or such use is allowed, by written agreement, by the owner of the grassed area. The grass area shall be at least equal in dimensions to the project area.

(iii)

~~(iv)(iv)~~ Where the surface is protected by approved ground cover or matting.

~~(4)(6)~~ Dust ~~t. Dust~~ shall be minimized to the extent practicable, utilizing all measures necessary, including, but not limited to:

(4)

~~(a)(a)~~ Sprinkling haul and access roads and other exposed dust-producing areas with water.

(a)

~~(b)(b)~~ Applying city-approved dust palliatives on access and haul roads.

(b) .

~~(c)(c)~~ Establishing temporary vegetative cover.

(c)

~~(d)(d)~~ Placing wood chips or other effective mulches on vehicle and pedestrian use areas.

(d)

~~(e)(e)~~ Maintaining the proper moisture condition on all fill surfaces.

(e)

~~(f)(f)~~ Prewetting cut and borrow area surfaces.

(f)

(g) ~~(g)~~ Use of covered haul equipment. ~~(Ord. 2875 Appx. § 840, 2003)~~

**18.36.050 Erosion prevention and sediment control permit.** ~~18.36.050 Contaminated soils.~~

(1) Permit required.

- (a) An Erosion Prevention and Sediment Control Permit shall be obtained when ground disturbing activity, including but not limited to the placement of fill, site clearing, or land disturbances, grubbing, clearing or removal of ground vegetation, grading, excavation, or other activities will affect an area of 5,000 square feet or greater.
- (b) An Erosion Prevention and Sediment control Permit shall be obtained when ground disturbing activity, including but not limited to the placement of fill, site clearing, or land disturbances, grubbing, clearing or removal of ground vegetation, grading, excavation, or other activities will affect an area of 1,000 square feet or more and takes place within 50 feet of a body of water, or a wetland. The 50 feet shall be measured from the edge of the waterbody or the delineated edge of the wetland to the nearest point of land disturbance.
- (c) Except as provided in subsection (2) of this section, when projects meet these sizing criteria, no person shall conduct ground disturbing activities that cause or are likely to cause a temporary or permanent increase in the rate of soil erosion from a site without first obtaining an Erosion Prevention and Sediment Control permit from the Public Works Engineering Division. Projects that are a part of a common plan of development or sale shall be considered one total sum of land disturbance.

(2) Permit exemptions.

- (a) Activities for which there is no physical disturbance to the surface of the land.
- (b) Ground disturbing activities that disturb less than 5,000 square feet of land.
- (c) Ground disturbing activities which are within 50 feet of a body of water or a wetland and disturbs less than 1,000 square feet of land.
- ~~(d)~~ General landscaping and gardening projects under permit thresholds that do not involve major grading or fill. Major grading or fill means any earth-moving activity that involves one or more of the following:

- (i.) Excavation, grading, or filling of more than 50 cubic yards of soil, rock, or other earthen materials on a single site

(ii.) Alteration of natural drainage patterns, including diverting, concentrating, or discharging runoff toward a waterbody or wetland

(e) Routine maintenance of gravel roads, road shoulders, paths, parking lots, and storage yards.

(f) Routine maintenance of sports fields or playgrounds surrounded by vegetative ground cover or permanently installed curbing.

(g) Emergency work if there is imminent danger to life or property. Permit requirements apply once the emergency subsides.

(h) An exception from the City of St. Helens Erosion Prevention and Sediment Control Permit requirement does not exempt the applicant from the responsibilities of SHMC 18.36.020, except to the extent allowed under local, state, or federal permits issued for a specific site or purpose.

(3) Applicants performing construction activity within the City subject to an Oregon Department of Environmental Quality (DEQ) stormwater permit must provide evidence of such approval by the DEQ to the Director.

(4) Application for a permit.

(a) To obtain a permit, the applicant shall submit an Erosion Prevention and Sediment Control Permit application to the City of St. Helens Engineering Division. The application shall:

(i) Identify and describe the work to be covered by the permit.

(ii) Describe the land on which the proposed work is to be done by street address, legal description, or similar description that will readily identify and definitively locate the proposed work.

(iii) Identify the person or entity performing the land-disturbing activity.

(iv) Provide a 24-hour emergency contact person and phone number.

(v) If the Director finds there is insufficient information contained in the application to determine whether the EPSC Permit should be issued, the Director may require the submission of such additional information deemed necessary by the Director to make such determination.

(5) Permit duration.

(a) EPSC Permits issued under this title will be valid for a period of one year. Permits

may be extended until land-disturbing activities are completed and surface conditions stabilized with permanent measures to prevent future erosion as verified by the Director.

(b) Prior to the expiration of an EPSC Permit, the permit holder may present a written request for an extension to the Director. If, in the opinion of the Director, an extension is warranted, up to a 12-month extension may be granted. Extensions will be subject to the applicable fees described in SHMC 18.36.040(8)

(c) Expiration of an EPSC Permit that has not received a successful final stabilization inspection is a violation of this code.

(6) Commencement of land-disturbing activities restricted.

(a) Land-disturbing activities shall not commence until the following conditions have been met:

(i) An EPSC Permit application has been submitted to the City with an attached applicable EPSC plan.

(ii) The EPSC Permit has been reviewed and approved by the Director. EPSC BMPs have been installed in accordance with the approved EPSC Permit.

(iii) The Public Works Engineering Division has verified BMPs have been installed in accordance with the approved EPSC Permit with an initial site inspection.

(iv) Permit holder has modified BMPs or installed additional BMPs as required by the Director following the initial site inspection.

(7) Erosion Prevention and Sediment Control Permit Fees.

Fees applied under this title shall be as adopted by resolution of the City of St Helens City Council.~~In the event the construction process reveals soils contaminated with hazardous materials or chemicals, the contractor shall stop work immediately, ensure no contaminated material is hauled from the site, remove his work force from the immediate area of the contaminated area, leaving all machinery and equipment, and secure the area from access by the public until such time as a response team has relieved them of that responsibility. The contractor shall immediately notify an emergency response team, the city, and DEQ of the situation. (Ord. 2875 Appx. § 850, 2003)~~

**18.36.060 Erosion prevention and sediment control plan.**

(1) An Erosion Prevention and Sediment Control Plan shall be submitted with City of St Helens Erosion and Sediment Control Permit application to the Public Works Engineering

Division.

- (2) The EPSC Plan shall follow the most current version of the *Erosion Prevention and Sediment Control Planning and Design Manual* issued through Clean Water Services of Washington County, Oregon.
- (3) Approved alternate erosion prevention and sediment control techniques may be used if designed by a certified professional and approved by the Director.
- (4) EPSC plans for construction projects disturbing half an acre or more of land surface shall require the stamp or signature of a certified professional.
- (5) The following are minimum requirements for the City of St. Helens Erosion Prevention and Sedimentation Control Plan. Additional BMPs may be necessary to prevent visible or measurable erosion and sediment from leaving the site to the greatest practical extent:
  - (a) Existing vegetation shall be preserved to the greatest practical extent. Trees shall not be used as anchors for stabilizing work equipment. Sites which discharge directly to Milton Creek or McNulty Creek shall require a vegetated buffer of 50 feet minimum, plus 25 feet for every 5 degrees slope to be established. The 50 feet shall be measured from the edge of the waterbody, to the nearest point of land disturbance.
  - (b) Applicants may install a BMP of equal effectiveness as the vegetated buffer as a substitute with approval from the City. Vehicles or equipment shall not enter a property adjacent to a stream, watercourse, storm facility, or wetlands unless adequate measures have been installed to prevent physical erosion into the water or wetlands.
  - (c) During periods of wet weather, disturbed areas of the site and/or stockpiled soils shall be covered by the Permittee by plastic sheeting or straw at the end of each day's operations; all disturbed, unworked areas of the site shall be protected from erosion. Stockpiles with temporary plastic sheeting shall be properly secured with sandbags.
  - (d) All sites must have proper spill kits in good working condition. Spill kits must be able to clean fuel, hydraulic fluid, oils from vehicles and machinery, debris, fertilizer, pesticides, herbicides, paint, solvents, curing compounds, adhesives from construction operations, and other chemical compounds.
  - (e) All sites with concrete work must have an approved concrete washout facility. Applicants will be responsible for maintaining and disposing concrete within the concrete washout.
- (6) Erosion Prevention and Sediment Control Plan Categories:
  - (a) Basic EPSC Plan
    - (i) Sketch showing site layout and BMPs (i.e. silt fence, inlet protection,

construction access, etc.)

(ii) Stabilization method and schedule

(b) Standard EPSC Plan

- (i) Site plan drawn to scale showing BMPs
- (ii) Phasing/sequencing of work
- (iii) Temporary stabilization measures
- (iv) Stabilized construction entrance and access

(c) Enhanced EPSC Plan

- (i) Site plan drawn to scale showing BMPs
- (ii) Phasing/sequencing of work
- (iii) Temporary stabilization measures
- (iv) Stabilized construction entrance and access
- (v) BMP maintenance plan
- (vi) Post-construction stabilization details

(d) Sites Greater Than or Equal to 1 Acre

- (i) Must comply with Oregon DEQ 1200-C permit requirements
- (ii) Submit a copy of DEQ-approved Stormwater Pollution Control Plan (SWPCP) and EPSC Plan to City
- (iii) Provide proof of DEQ coverage required before site disturbance

(7) Erosion Prevention and Sediment Control Plan Submittal Requirements:

<u>Site Size</u>	<u>EPSC Plan Requirement</u>	<u>Permit Type</u>
<ul style="list-style-type: none"> <li><u>• Site less than 5,000 square feet</u></li> <li><u>• Site within 50 feet of a body of water or a wetland that disturbs less than 1,000 square feet</u></li> </ul>	<u>Not required.</u>	<u>Not required.</u>
<u><b>Small Sites</b></u> <ul style="list-style-type: none"> <li><u>• Site ranging from 5,000 square feet to 10,000 square feet</u></li> <li><u>• Site within 50 feet of a body of water or a wetland that disturbs 1,000 square feet or more</u></li> </ul>	<u>Basic EPSC Plan required.</u>	<u>City EPSC Permit</u>
<u><b>Medium Sites</b></u> <u>Site ranging from 10,001 square feet to ½-acre</u>	<u>Standard EPSC Plan required.</u>	<u>City EPSC Permit</u>

<u>(21,780 square feet)</u>		
<b><u>Large Sites</u></b> <u>Site ranging from over ½-acre (21,780 square feet) to 0.99 acre</u>	<u>Enhanced EPSC Plan required</u>	<u>City EPSC Permit</u>
<b><u>Sites 1.0 acre or larger</u></b>	<u>EPSC Plan must be submitted to Oregon DEQ under 1200-C permit. Copy of EPSC plan and permit must be submitted to the City.</u>	<ul style="list-style-type: none"> <li>• <u>DEQ Stormwater Permit</u></li> <li>• <u>City EPSC Permit</u></li> </ul>

### **18.36.070 Erosion prevention and sediment control plan implementation**

(1) An approved Erosion Prevention and Sediment Control Plan shall be implemented and maintained as follows:

- (a) The Permittee shall inspect the site in conformance with the permit issued to ensure EPSC measures are effective.
- (b) The Permittee is responsible for ensuring that no visible or measurable erosion or sediment, or any prohibited pollutant leaves the permitted site. If any of these are observed, the Permittee is responsible for recording the observation in an inspection and submitting a EPSC Inspection report, as required by their permit, to the City within 24 hours of the observation.
- (c) The Permittee shall keep a record of inspections as required by their permit, which shall include brief explanations as to any signs of erosion or sediment release and measures taken to prevent future releases as well as any measures taken to clean up any sediment that has left the site. Records must be made available to the City upon request and must be submitted to the City upon final completion of work.
- (d) During periods of wet weather, or when unworked for a period of 14 days or more, disturbed areas of the site and/or stockpiled soils shall be covered by the Permittee by plastic sheeting or straw at the end of each day's operations; all disturbed, unworked areas of the site shall be protected from erosion. Stockpiles with temporary plastic sheeting need to be properly secured with sandbags.
- (e) Permittee shall remove EPSC measures, establish permanent groundcover on all exposed soils; clean and remove trash, construction waste and sediment deposits before receiving a final EPSC inspection approval.

(2) If the facilities and techniques in the approved EPSC Plan are not effective or are insufficient to meet the purposes of this chapter, the Permittee may be required to revise and resubmit the EPSC Plan. Such requirements shall be in writing and shall explain the problem. The written requirement shall be presented to the Permittee and any other related parties.

- (a) The revised EPSC Plan shall be submitted by the Permittee no later than five business days of the date of written notification by the City Engineering Manager.
- (b) The Permittee shall implement fully the revised EPSC Plan no later than three business days after receiving approval of the revised EPSC Plan from the City.
- (c) In cases where significant erosion is occurring, the Director or designee may require the Permittee to immediately install interim control measures before submittal of a revised EPSC Plan.
- (d) If there is a confirmed or imminent threat of significant off-site erosion, the Director or designee shall issue a Stop Work Order, upon issuance of which all work on the development site shall halt. The stop work order shall not be lifted until mitigation measures are implemented that comply with the City of St. Helens performance standards for EPSC and are approved by the Director or designee.

**18.36.080 Erosion prevention and sediment control plan compliance.**

- (1) The Permittee shall be responsible for actions of all agents, contractors, or subcontractors onsite with respect to complying with St. Helens Erosion Prevention and Sediment Control Standards, the approved EPSC Permit, and state, local, or federal laws concerning erosion prevention and sediment control.
- (2) The Director or designee reserves the right to enter onto a site holding an active EPSC Permit, in order to ensure compliance with the permit, and ensure no visible erosion or sedimentation is occurring.
- (3) The Permittee is responsible for removing any sediment or prohibited pollutant on paved areas, carried off-site, or that have entered stormwater infrastructure, or water bodies using techniques approved by the City.
- (4) All EPSC BMPs must be inspected visually according to the following schedule:

<u>Site Condition</u>	<u>Minimum Frequency</u>
<u>Active period</u>	<u>Daily when stormwater runoff, including runoff from snow melt, is occurring.</u>
<u>Active period</u>	<u>At least once every two (2) weeks, regardless of whether stormwater runoff is occurring.</u>

<u>Prior to the site becoming inactive or in anticipation of site inaccessibility</u>	<u>Once to ensure that EPSC measures are in working order. Any necessary maintenance and repair must be made prior to leaving the site. Final stabilization may be required.</u>
<u>Inactive periods greater than fourteen (14) consecutive calendar days</u>	<u>Once every two (2) weeks.</u>
<u>Periods during which the site is inaccessible due to inclement weather</u>	<u>If practical, inspections must occur daily at a relevant and accessible discharge point or downstream location.</u>

(5) When required by the permit, inspections shall be documented and contain the following information and any other information required by the EPSC Permit. Records of inspections will be kept on site in such a manner that they can be submitted to the City at the close of the permit.

(a) Date, address of site, permit number.

(b) Name, title, and contact information of the inspector.

(c) A summary of observations at the time of inspection and since the last inspection including, BMPs performance, maintenance and installation of BMPs, site discharges, potential future problems, and any other details the inspector deems important.

(d) Total amount of precipitation within the 24 hours prior to the inspection. Include the source of rainfall data.

(e) Pictures of all active BMPs, and any other site details noted in the inspection will be time stamped and included in the inspection report.

(f) If an inspection, or any single element of an inspection, is not able to be completed due to unsafe conditions, explain why.

(g) Signature of the inspector confirming that all information was completed truthfully, accurately, and completely to the best ability, knowledge, and belief of the inspector.

#### **18.36.090 Final stabilization and permit termination**

(1) When all ground disturbing activities are complete, the Director or designee will inspect the site for "Final Stabilization". The Permittee is responsible for contacting the City to request an inspection. The following are the requirements to meet final stabilization but ar

not intended to be complete list.

(a) Vegetation is established with at least 70% land cover on all soils that were disturbed during the site development.

(i) Vegetated cover shall be planted by September 1<sup>st</sup> and established by October 15<sup>th</sup> of the same calendar year. If vegetated cover cannot be achieved by these dates, the exposed land shall be protected through the winter by another form of cover such as erosion blankets, or mulch. When the wet season has ended (May 1<sup>st</sup>) the permit holder will establish vegetation on the exposed soils unless another permanent protection measure has been approved and installed.

(ii) For sites where it is difficult to establish 70 percent coverage, the Permittee shall propose another solution such as alternate ground cover, or a permanent stormwater management facility to prevent erosion to the greatest practical extent to the City for approval.

(b) Temporary BMPs are removed. All displaced soil, construction equipment, and tools are removed from the site. No soil is to be washed into the stormwater system during this process.

(c) If the City inspection determines these requirements are met, the Erosion Prevention and Sediment Control Permit will be closed out.

### **18.36.100 Enforcement and penalties**

(1) The City is authorized to enforce applicable code provisions of this chapter and to establish and impose enforcement fees and penalties for non-compliance, and to establish enforcement priorities.

(2) The following escalating enforcement actions shall be taken when standard verbal and written communications to the Permittee have failed to ensure compliance:

(a) Notice of Correction. Deficiencies in the Permittee's erosion control best management practices (BMPs) will be documented on the City's inspection form. Permittee will be given a verbal notice of the deficiencies as well as a written copy of the inspection report. The permittee shall have three (3) business days to make corrections. If corrections are not made within three (3) business days, enforcement will escalate to a Notice of Violation. If there is a confirmed or imminent threat of significant sediment leaving the site and entering a water body or the City's stormwater system, a Stop Work Order may be issued.

(b) Notice of Violation. If the Permittee does not correct the deficiencies noted the Notice of Correction within the three (3) business days allowed, the City will follow up with a formal Notice of Violation. The Notice of Violation will be given to the Permittee to formally

notify them that they are not compliant with the permit conditions and/or City codes and ordinances. The purpose of this notice is to provide a warning that clearly outlines that more serious consequences will result if deficiencies are not corrected within three (3) business days of this notice. The Notice of Violation will be mailed via certified mail to the Permittee and/or posted at the site of the violation.

(c) Stop Work Order. When a Notice of Correction and a Notice of Violation does not ensure compliance, or if there is an imminent threat of sediment leaving the site and entering a water body or the City's stormwater system, a Stop Work Order will be issued. The Stop Work Order will be issued by the Director or designee. Upon issuance of the Stop Work Order, all work on the site shall halt except work necessary to correct the violations. Continuing to work after receiving a Stop Work Order is unlawful and a violation of this code. The Stop Work Order shall not be lifted until mitigation measures have been implemented, inspected and approved by the City. A Stop Work Order shall be posted at the site of violation.

(d) Nuisance Abatement. The Director or designee may determine that the failure or non-existence of erosion and sediment control measures as required by this chapter, constitute a nuisance presenting an immediate threat of injury to public health, the environment, or public or private property. In cases where the City determines it is necessary to take immediate action to meet the purposes of this chapter, summary abatement of such nuisance is authorized.

(i) Notification Following Abatement. When nuisance abatement is authorized, notice to the responsible party prior to abatement is not required. However, following the abatement, the City shall post upon the affected site the abatement notice describing the action taken to abate the nuisance and shall cause a notice to be mailed to the Permittee.

(ii) Financial Responsibility. Whenever a nuisance is abated under this section, the City shall keep an accurate account of all expenses incurred and shall file a statement of such costs with the City's Finance Department. Upon receipt of the statement, the Finance Director or designee shall mail a notice to the Permittee, stating the City's intent to assess the property in question the amount due plus charges to cover the costs of processing. In the event that amount due set forth in the notice is not paid in full within 30 days of the date of notice, the City Finance Director shall enter the amount of the unpaid balance, plus charges to cover administrative costs in the Docket of City liens which shall therefore constitute a lien against the property.

(e) Civil Penalties.

(i) A violation of any provision of this chapter, including of an EPSC Permit and approved EPSC Plan shall be a civil violation which may be enforced pursuant to SHMC 1.06.

(ii) The civil violation fine amount shall be not more than \$5,000, except that a violation of

this chapter for a second or subsequent time within a 24-month period shall be punishable by a fine of not less than \$1,500 and not more than \$5,000.

(iii) Each day of a continued violation, after receipt of a Notice of Violation from the City, constitutes a separate violation. For calculation purposes, a day starts at 12:00 a.m. and ends at 11:59 p.m.

(iv) Any violation of this chapter is hereby declared to be a public nuisance as defined in this chapter and may be abated as provided therein.

(f) The rights, remedies and penalties provided in this chapter are cumulative, are not mutually exclusive, and are in addition to any other rights, remedies and penalties available to the City under any other provision of law.

### **18.36.110 Appeals**

(1) A person to whom an order under this section is directed shall have the right within 14 days of the service of such order to appeal to the Public Works Director, which shall review such order at a special meeting called for such purpose. Unless the order is revoked or modified by the Public Works Director, it shall remain in full force and be obeyed by the person to whom it is directed. Appeals of the Public Works Director decision must be made within 14 days after the decision. No person to whom an order is directed shall fail to comply with such order within 30 days after an appeal shall have been determined.

(2) Decisions on appeals pursuant to SHMC 18.36.100 (1) can be appealed to the St. Helens City Council upon application and payment of a fee set by council resolution. The City Council will hold a public hearing within 60 days of a proper application. The hearing will be noticed in a local newspaper no less than two weeks before the hearing.

(3) Failure to Comply. When a person to whom an order is directed fails to comply within the specified time, the Director shall remedy the condition or contract with others for such purpose and charge the cost thereof to the person to whom the order is directed. The person remedying the condition under a contract made under this section shall be authorized to enter premises for that purpose.

(4) Special Assessment. If the cost of remedying a condition is not paid within 90 days after receipt of a statement from the city recorder or designee, such costs shall be levied against the property upon which the hazard exists as a special assessment. The levying of such assessment shall not affect the liability of the person to whom the order is directed to fine and imprisonment as provided in this section. Such special assessment shall be certified by the Director to the city recorder, shall thereupon become and be a lien upon such property, and shall be recorded in the city lien docket by the city recorder.

**City of St. Helens**  
**ORDINANCE NO. 3317**

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN  
PROPERTY AT 58506 KAVANAGH STREET (AVENUE)

**WHEREAS**, applicant Mark Comfort for Tom Mahaffey has/have requested to annex to the City of St. Helens certain property at 58506 Kavanagh Street (Avenue). This property is also described per **Exhibit A** and depicted per **Exhibit B**; and

**WHEREAS**, the applicant has consented in writing to the proposed annexation; and

**WHEREAS**, the applicant constitutes 1) all the owners of the property to be annexed, and 2) more than half of the owners of the property to be annexed own more than half of such property representing more than half of the assessed value pursuant to ORS 222.170(1); and

**WHEREAS**, the City Council must determine the incorporated Comprehensive Plan Map designation and the Zone Map designation; and

**WHEREAS**, appropriate notice has been given and a public hearing was held August 20, 2025 on the annexation proposal; and

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

**NOW, THEREFORE, THE CITY OF ST. HELENS ORDAINS AS FOLLOWS:**

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

**Section 2.** The property described in **Exhibit A** and depicted in **Exhibit B** is hereby accepted for annexation to the City of St. Helens.

**Section 3.** The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Highway Commercial, HC.

**Section 4.** The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Highway Commercial, HC.

**Section 5.** In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.3.24 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

**Section 6.** The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time:	September 3, 2025
Read the second time:	September 17, 2025

**APPROVED AND ADOPTED** this 17th day of September, 2025 by the following vote:

Ayes:

Nays:

Abstains:

\_\_\_\_\_  
Jennifer Massey, Mayor

ATTEST:

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

EXHIBIT A  
LEGAL DESCRIPTION

A parcel of land located in the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point along the East right-of-way line of Kavanaugh Avenue, said point being the most Northerly corner of Lot 14, Block 2, Golf Club Addition to St. Helens, Columbia County, Oregon, also the **True Point of Beginning**;

Thence, South 69°01' East along the North line of said Lot 14 and continuing along the North line of Lot 7, Block 2, Golf Club Addition to St. Helens, Columbia County, Oregon a distance of 272.98 feet to the West right-of-way line of Columbia River Highway (US 30);

Thence, Northeasterly along said right-of-way line a distance of 75 feet;

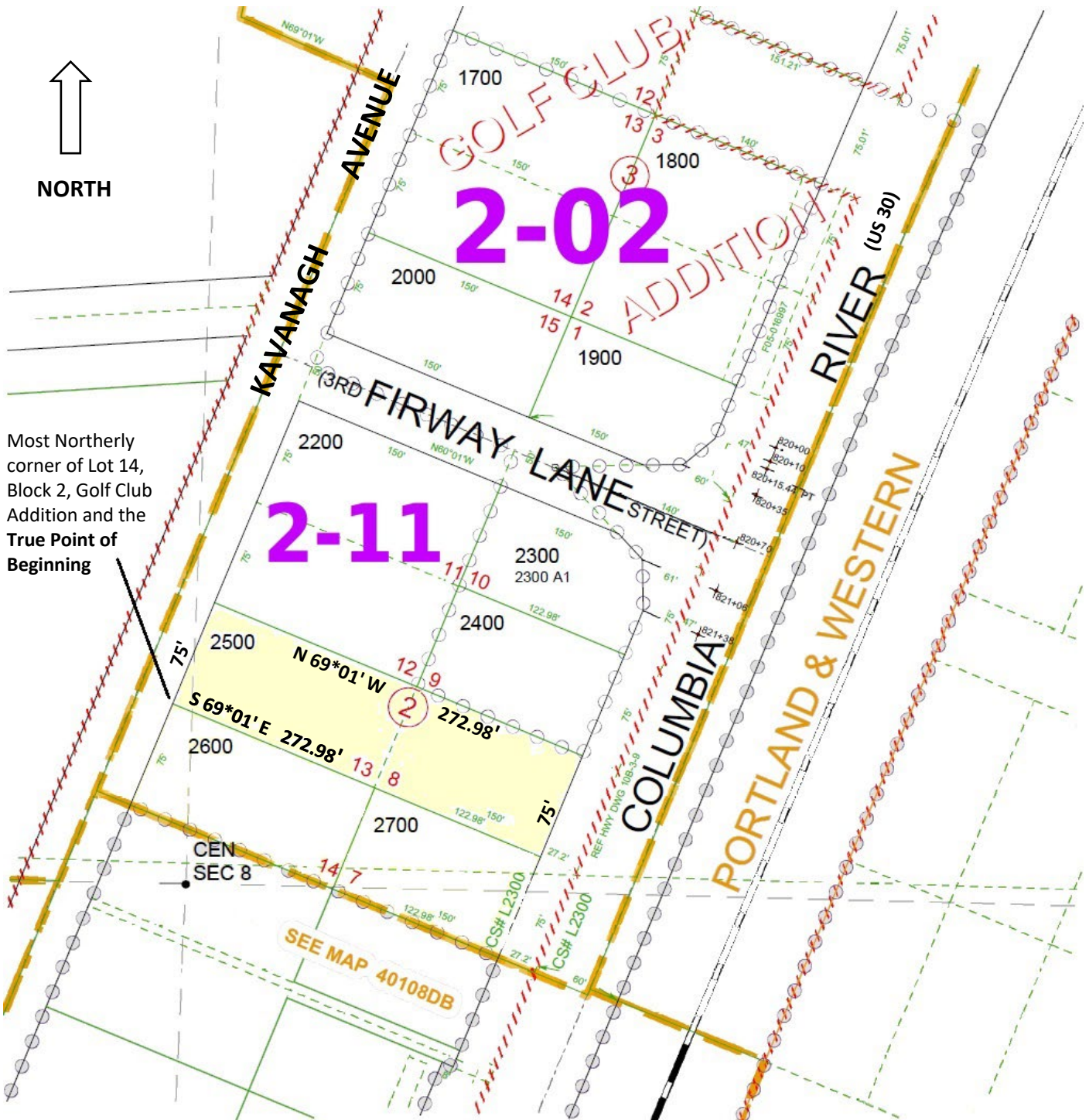
Thence, North 69°01' West along the North line of Lots 8 and 13, Block 2, Golf Club Addition to St. Helens, Columbia County, Oregon a distance of 272.98 feet to the East right-of-way line of Kavanaugh Avenue;

Thence, Southwesterly along said right-of-way line a distance of 75 feet to the **True Point of Beginning**.

## EXHIBIT B

**S.W. 1/4 N.E. 1/4 SEC.8 T.4N. R.1W. W.M.**

# COLUMBIA COUNTY



**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
Annexation A.3.24**

**APPLICANT:** Mark Comfort

**OWNER:** Thomas Mahaffey

**ZONING:** Columbia County's General Commercial, C-3

**LOCATION:** 58506 Kavanagh Street (Avenue)

**PROPOSAL:** The property owner filed consent to annex because they desired to connect to City sanitary sewer.

**SITE INFORMATION / BACKGROUND**

The subject property consists of one whole and one partial lot of the Golf Club Subdivision. It is more-or-less level with little topographic variation. It has been developed with a detached single-family dwelling since 1956, based on County Assessor records. There is a manufactured home placed more recently on the property via Columbia County Temporary Permit TP 25-01 as a "medical hardship." This is the cause for the needed public sewer connection.

**PUBLIC HEARING & NOTICE**

**Public hearing** before the Planning Commission for *recommendation to the City Council*: August 12, 2025. Public hearing before the City Council: August 20, 2025.

**Notice** of this proposal was sent to the Oregon Department of Land Conservation and Development on July 26, 2025 through their PAPA Online Submittal website.

**Notice** of this proposal was sent to surrounding property owners within 300 feet of the subject property(ies) on July 18, 2025 via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

**Notice** was published on July 25, 2025 in the Columbia County Spotlight newspaper.

**APPLICABLE CRITERIA, ANALYSIS & FINDINGS**

**SHMC 17.08.040(1) – Quasi-judicial amendment and standards criteria**

- (a) A recommendation or a decision to approve, approve with conditions, or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:
  - (i) The applicable comprehensive plan policies and map designation; and that the change will not adversely affect the health, safety, and welfare of the community; and
  - (ii) The applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the comprehensive plan and ordinances; and
  - (iii) The standards applicable of any provision of this code or other applicable implementing ordinance.
- (b) Consideration may also be given to:

- (i) Any applicable evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

**Discussion: (a)(i)** The Comprehensive Plan designation for the subject property is Unincorporated Highway Commercial (UHC). Applicable designation and zoning district for annexation are discussed later.

There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC.

Note that SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to city sewer to support existing and future development on the subject property, and, once annexed, all other city services/facilities. Sewer and water capacity to serve this property is addressed in more detail under SHMC 17.28.030(1) below. By this review process, the proposal complies with this aspect of the Comprehensive Plan.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC.

There is no known conflict with the addendums to the Comprehensive Plan which includes the Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), the Housing Needs Analysis and (Ord. No. 3244), and the Economic Opportunities Analysis, Stormwater Master Plan, Wastewater Master Plan, and Water Master Plan (Ord. No. 3308).

Finally, there is no evidence that this proposal will be contrary to the health, safety, and welfare of the community.

**(a)(ii)** The City's Comprehensive Plan has been adopted by the State, thus, the applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197 do not need to be analyzed per this section.

**(a)(iii)** In addition, Section 3 of the City's Charter states that "annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate." However, in 2016, the Oregon Legislature passed a bill which resulted in ORS 222.127 which states that a city shall annex the territory without submitting the proposal to the electors if certain criteria are met:

1. Property is within the UGB
2. Property will be subject to the City's Comprehensive Plan
3. Property is contiguous to the City limits or is separated by only a public right of way or body of water
4. Property conforms to all other City requirements

The property is within the St. Helens UGB, is subject to the St. Helens Comprehensive Plan, is contiguous to city limits on all four sides, and conforms with other city requirements. As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

**(b)** There is no evidence of a change in neighborhood, or mistake or inconstancy in the Comprehensive Plan or Zoning Map.

**Finding:** The quasi-judicial amendment and standards criteria are met.

### **SHMC 17.08.060 – Transportation planning rule compliance**

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule (“TPR”)). “Significant” means the proposal would:
  - (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
  - (b) Change standards implementing a functional classification system; or
  - (c) As measured at the end of the planning period identified in the adopted transportation system plan:
    - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
    - (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
    - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:
  - (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
  - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
  - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
  - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

**Discussion:** This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government

shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County's Commercial-General (C-3) and the City's only zoning option given annexation is Highway Commercial.**

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County. The City's zoning is comparable to the County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

**Finding:** No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

#### **SHMC 17.28.030 (1) – Annexation criteria**

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years' supply of like designated lands in current city limits).

**Discussion:** (a) Adequate public facilities.

**Water** – The site is currently connected to McNulty Water. The nearest City water is approximately 600 feet away within 1<sup>st</sup> Street including a wetland along this distance. McNulty Water is anticipated to continue to serve the site in the foreseeable future.

**Sewer** - The site connected to city sewer c. 2024 with associated Building Permit No. 15112.

With regards to *capacity*, the City's wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen Demand (BOD) and a monthly average limit of 26,862 pounds. This is the "loading" or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Sanitary sewer *capacity* is adequate.

With regards to *conveyance*, the city adopted a new **Wastewater Master Plan (WWMP)** in November 2021 that identifies undersized trunk lines already operating at or above capacity that further development of the subject property (e.g., land division creating new parcels) would depend on. The WWMP can be found here:

<https://www.sthelensoregon.gov/engineering/page/public-infrastructure-master-plans>

The city is actively addressing this issue, which could impact future development of the property regardless of its status of being in or outside of city limits. It is already connected to sanitary sewer and has been since 2024. This annexation does not by itself create additional sanitary sewer impact.

**Transportation** - As described above, this proposal poses no significant impact on a transportation facility.

**Finding:** Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area.

**(b)** Comply with comprehensive plan amendment standards, zoning ordinance amendment standards, Comprehensive Plan policies and implementing ordinances.

The property is developed with a detached single-family dwelling. This is not an allowed use in the City's Highway Commercial, HC zoning district or the County's General Commercial, C-3. It is a nonconforming use in either case.

**Finding:** There is no known conflict with the Comprehensive Plan and implementing ordinances.

**(c)** Compliance with state laws.

There are several state laws applicable to annexations. **City annexations of territory must be undertaken consistent with ORS 222.111 to 222.183.**

Pursuant to ORS 222.111(1), a city may only annex territory that is not within another city, and the territory must either be contiguous to the annexing city or be separated from the city only by a body of water or public right-of-way. The subject property is not within another city's jurisdiction and City of St. Helens corporate limits lies on all sides.

Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

Per ORS 222.111(2) an annexation may be initiated by the owner of real property or the city council. This annexation request was initiated by the property owner. Further, ORS 222.125 requires that that all property owners of the subject property to be annexed and at least half of the electors residing on the property consent in writing to the annexation. These documents were submitted with the annexation application.

Per ORS 222.173(1) only statements of consent to annexation which are filed within any one-year period shall be effective, unless a separate written agreement waiving the one-year period or prescribing some other period has been entered into between an owner of land or an elector and the city. The consent to annex was recorded September 11, 2024 as instrument no. 2024-4835.

The owner also signed an Electors Consent document including the one-year waiver, though this annexation is being processed within the first year.

**ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals.**

The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

- ***Statewide Planning Goal 1: Citizen Involvement.***

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

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

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

- ***Statewide Planning Goal 2: Land Use Planning.***

*This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.*

Generally, Goal 2 requires that actions related to land use be consistent with acknowledged Comprehensive Plans and coordination with affected governments and agencies and be based on an adequate factual base. The city has an adopted Comprehensive Plan, compliance of this proposal which is addressed herein. Moreover, explanation and proof of coordination with affected agencies and factual base are described herein, as well, including inventory, needs, etc.

- ***Statewide Planning Goal 11: Public Facilities and Services.***

*Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."*

The subject property is served by McNulty water. City sewer capacities are adequate to serve the subject property. This is explained above. The existing development is adequately served.

- **Statewide Planning Goal 12: Transportation.**

*Goal 12 requires cities, counties, metropolitan planning organizations, and ODOT to provide and encourage a “safe, convenient and economic transportation system.” This is accomplished through development of Transportation System Plans based on inventories of local, regional and state transportation needs. Goal 12 is implemented through OAR 660, Division 12, also known as the Transportation Planning Rule (“TPR”). The TPR contains numerous requirements governing transportation planning and project development.*

Traffic impacts and the City’s provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility.

**(d)** Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district.

The subject property abuts both Columbia River Highway (US30) and Kavanagh Street/Avenue. US30 is fully developed, and Kavanagh is underdeveloped (i.e., gravel road and no curb or sidewalk).

**However, this property not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements or right-of-way dedications.** As such, no improvements are warranted with this proposal.

**(e)** Property exceeding 10 acres in gross size must show a need on the part of the city...

The subject property is just under a half-acre in size and well below 10 acres.

**Finding:** The annexation approval criteria are met for this proposal.

#### **SHMC 17.28.030 (2) – Annexation criteria**

The plan designation and the zoning designation placed on the property shall be the city’s zoning district which most closely implements the city’s comprehensive plan map designation.

**Discussion:** The Comprehensive Plan designation is currently Unincorporated Highway Commercial (UHC). The City’s only zoning option given annexation is Highway Commercial (HC). The Comprehensive Plan designation would thus be Highway Commercial (Incorporated) (HC).

**Finding:** Upon annexation, the subject property’s Comprehensive Plan designation shall be Highway Commercial (Incorporated) and zoned Highway Commercial (HC).

#### **SHMC 17.112.030 – Established & Developed Area Classification criteria**

**Per SHMC 17.112.030:**

- (1) All land which is annexed to the city shall be classified as an established area or as a developing area on the plan map and on the zoning map.
- (2) The decision shall be based on definition of the areas as set forth in SHMC 17.112.020.

**The definitions per SHMC 17.112.020:**

- (1) Established Area.
- (a) An “established area” is an area where the land is not classified as buildable land under OAR 660-08-0005;
- (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and
- (c) An area shown on a zone map or overlay map as an established area.
- (2) Developing Area. A “developing area” is an area which is included in the city’s buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

**Discussion:** OAR 660-008-0005 classifies *buildable land* as:

Residentially designated land within the urban growth boundary, including both vacant and developed land likely to be redeveloped, that is suitable, available and necessary for residential uses. Publicly owned land is generally not considered available for residential uses. Land is generally considered “suitable and available” unless it:

- (a) Is severely constrained by natural hazards as determined under Statewide Planning Goal 7;
- (b) Is subject to natural resource protection measures determined under Statewide Planning Goals 5, 6, 15, 16, 17 or 18;
- (c) Has slopes of 25 percent or greater;
- (d) Is within the 100-year flood plain; or
- (e) Cannot be provided with public facilities.

OAR 660-008-0005 generally defines “Buildable Land” as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned.

**Finding:** The subject property is not zoned residential. This provision does not apply.

**CONCLUSION & DECISION**

**Based upon the facts and findings herein, the City Council approves this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Highway Commercial (Incorporated) (HC) and be zoned Highway Commercial (HC).**

\_\_\_\_\_  
Jennifer Massey, Mayor

\_\_\_\_\_  
Date

City of St. Helens  
**RESOLUTION NO. 2051**

A RESOLUTION OF THE CITY COUNCIL OF ST. HELENS, OREGON  
 DECLARING CITY OWNED PROPERTY ON KELLY STREET, TAX  
 MAP/LOT NO. 4N1W04-BB-03000 AS SURPLUS AND  
 AUTHORIZING THE SALE OF THE PROPERTY IN COMPLIANCE  
 WITH ORS 221.725

**WHEREAS**, City Council directed staff to identify vacant city owned parcels that are not needed for City use and which might be made available for disposal or purchase so that it may be developed and generate additional tax revenue; and

**WHEREAS**, the City of St. Helens, owns a .22-acre (9,583 sq. ft.) tract of vacant land property located east on Kelly St. in St. Helens, Oregon, identified as Tax Map/Lot # 4N1W04-BB-03000 (Property); and

**WHEREAS**, the City has maintained ownership of the Property as a vacant lot that is not needed for public use; and

**WHEREAS**, the Property does not include non-emergency access and based on this, the highest and best use of the subject is for assemblage with the adjacent 2.18-acre commercial vacant land property (northeast/southeast of subject lot); and

**WHEREAS**, the owner of the adjacent lot desires to purchase the Property at the appraised value for residential development; and

**WHEREAS**, the Property is located within the St. Helens Urban Renewal Area and is subject to the St. Helens Urban Renewal Plan and the sale of the property for private development makes possible the production of valuable tax revenue to the City and increment to the Urban Renewal Agency District; and

**WHEREAS**, ORS 221.725 provides the process to be followed by a city when the City Council considers it necessary or convenient to sell real property; and

**WHEREAS**, the City has followed the required process stated in ORS 221.725, by publishing a notice of the proposed sale in a newspaper of general circulation in the City consistent with the requirements of ORS 221.725(2); and

**WHEREAS**, the City Council held a public hearing on September 3, 2025, to receive public comments from any resident of the City regarding the sale of the Property prior to the sale; and

**WHEREAS**, the City has followed ORS 221.715(4) by disclosing at the hearing the nature of the proposed sale and the general terms thereof, including an appraisal or other evidence of the market value of the property, \$57,000, as shown on the attached **Exhibit A**; and

**WHEREAS,** the City has a need for structural fill for its development projects and the Buyer has an excess of structural fill that it desires to use as consideration for the purchase price at an amount independently valued to meet or exceed the market value and purchase price; and

**WHEREAS,** the City Council has declared the Property surplus and wishes to authorize the sale of the Property to Leahy Investments, LLC, for the agreed upon price; and

**WHEREAS,** City staff obtained a suitable title report and is prepared to sell the Property for the appraised value.

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

**Section 1.** The foregoing Recitals are incorporated herein as findings.

**Section 2.** The City Council hereby finds it convenient and in the public interest to determine that the Property located on Kelly St., identified as Tax Map/Lot # 4N1W04-BB-03000, is surplus, has no identified City use, and would benefit the City by being sold to be developed as private residential property.

**Section 3.** The City Council has received an offer for the sale of Property from Leahy Investments, LLC, for 3,600 cubic yards of structural fill material, delivered, the quality of which is acceptable to the City in its commercially reasonable discretion, and such material, delivered, has been independently appraised in the amount of a minimum of approximately \$113,000 (\$30 per cubic yard x 3,600 cubic yards + \$5,000 site preparation), which exceeds the appraised value of \$54,000.

**Section 4.** The City Council finds that the requirements of ORS 221.725, which apply when a public agency such as the City sell real property, have been fully complied with as the meeting was properly noticed, and held and any resident of the City was given an opportunity to present written or oral testimony at a public hearing held on September 3, 2025.

**Section 5.** The City Council find that the sale of the Property to Leahy Investments, LLC, as described, is in the best interest of the City and authorizes and directs the City Administrator to take all appropriate steps to negotiate and complete the sale according to the terms substantially described on the draft Real Estate Purchase and Sale Agreement, shown in **Exhibit B.**

This resolution was PASSED and ADOPTED this 3rd day of September, 2025, and takes effect upon passage.

Ayes:  
Nays:  
Abstains:

\_\_\_\_\_  
Jennifer Massey, Mayor

ATTEST:

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

# APPRAISAL REPORT

COMMERCIAL LOT  
EAST OF KELLEY STREET  
ST. HELENS, OREGON 97051  
CBRE FILE NO. CB24US004153-1

CLIENT: CITY OF ST. HELENS

## VALUATION &amp; ADVISORY SERVICES



VAS Department  
1300 SW Fifth Avenue, Ste. 3500  
Portland, OR 97201

[www.cbre.com](http://www.cbre.com)

Date of Report: January 29, 2024

Mr. John Walsh  
City Administrator  
CITY OF ST. HELENS  
265 Strand St  
Saint Helens, Oregon 97051

RE: Appraisal of: Commercial Lot  
East of Kelley Street  
St. Helens, Columbia County, Oregon  
CBRE, Inc. File No. CB24US004153-1

Dear Mr. Walsh:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject of this report is a 0.22-acre (9,583 sq. ft.) tract of vacant land (retail/commercial) located east of Kelley Street in St. Helens, Oregon. It is noted that the subject site does not include non-emergency access. There is a fire access easement providing access to the rear of the lot; however, other than this the subject does not include access. Based on this, the highest and best use of the subject is for assemblage with the adjacent 2.18-acre commercial vacant land property (northeast/southeast of subject lot).

As of the effective date, it is noted that the subject lot has been improved with various plat improvements in conjunction with the adjacent commercial land located northeast/southeast and the residential subdivision to the northwest. Both developments were completed by the same developer. As a result of these two projects, the subject has received some fill and has access to public utilities along the emergency access easement. The subject lot also benefits from storm management infrastructure constructed in conjunction with the adjacent property.

The subject is owned by the City of St. Helens. The client has requested the subject's raw land value, excluding the contributory value of plat improvements completed by the developer of the adjacent property as of the effective date. This is to assist the client in sale price negotiations with a potential sale to the developer. Therefore, the indicated value is based on the hypothetical condition that the subject is a raw lot without the plat improvements completed by the developer of the adjacent properties.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

**MARKET VALUE CONCLUSION**

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Hypothetical Market Value	Fee Simple Estate	January 24, 2024	\$57,000
Compiled by CBRE			

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES




---

Nick Anderson, MAI, R/W-AC  
 Vice President  
 State Certified General Real Estate Appraiser  
 Oregon Certification No. C001242  
 Phone: 503.946.4941  
 Email: nick.anderson2@cbre.com

## Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Nick Anderson, MAI has not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.
9. Nick Anderson, MAI has made a personal inspection of the property that is the subject of this report and the comparables.
10. No one provided significant real property appraisal assistance to the persons signing this certification.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, Nick Anderson, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
14. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Oregon.



---

Nick Anderson, MAI, R/W-AC  
State Certified General Real Estate Appraiser  
Oregon Certification No. C001242

## Subject Photographs



Aerial view of subject lot



Aerial view of subject lot and adjacent land to assemble with subject lot



Facing northeast along Kelley St – subject left



Facing east along fire easement at rear of subject lot – subject left



View of subject site – facing south



View of adjacent commercial land to assemble with subject lot



Facing southwest along Hwy 30 – east of subject

## Executive Summary

<b>Property Name</b>	Commercial Lot
<b>Location</b>	East of Kelley Street St. Helens, Columbia County, OR 97051
<b>Parcel Number(s)</b>	28848
<b>Client</b>	City of St. Helens
<b>Highest and Best Use</b>	
As If Vacant	Commercial Development
<b>Property Rights Appraised</b>	Fee Simple Estate
<b>Date of Report</b>	January 29, 2024
<b>Date of Inspection</b>	January 24, 2024
<b>Estimated Exposure Time</b>	6 - 12 Months
<b>Estimated Marketing Time</b>	6 - 12 Months
<b>Primary Land Area</b>	0.22 AC 9,583 SF
<b>Zoning</b>	General Commercial (GC)
<b>Buyer Profile</b>	Developer
<b>VALUATION</b>	
	<b>Total</b> <b>Per SF</b>
Land Value	\$57,000 \$5.95

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value
Hypothetical Market Value	Fee Simple Estate	January 24, 2024	\$57,000
Compiled by CBRE			

## STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT)

### Strengths/ Opportunities

- The subject site is visible from Highway 30 located a short distance east of Kelley Street.

### Weaknesses/ Threats

- The subject lot does not have non-emergency access; however, if assembled with the adjacent commercial land property, site access is considered average to good for the larger property.
- Commercial real estate market conditions have deteriorated at the macro level. The significant recent increase in the cost of capital and reduced volume of transaction activity is impacting price discovery and creating an increase in uncertainty. Increasing interest rates and subdued economic growth will continue to weigh on commercial real estate fundamentals and investment transaction volumes. This creates a higher degree of uncertainty in general, though the impacts may vary by market and asset class/type.

## MARKET VOLATILITY

We draw your attention to a combination of inflationary pressures (leading to higher interest rates) and recent failures/stress in banking systems which have significantly increased the

potential for constrained credit markets, negative capital value movements and enhanced volatility in property markets over the short-to-medium term.

Experience has shown that consumer and investor behavior can quickly change during periods of such heightened volatility. Lending or investment decisions should reflect this heightened level of volatility and the potential for deteriorating market conditions.

It is important to note that the conclusions set out in this report are valid as at the valuation date only. Where appropriate, we recommend that the valuation is closely monitored, as we continue to track how markets respond to evolving events.

## CURRENT ECONOMIC CONDITIONS

At its December 2023 meeting, the Federal Reserve held the federal funds rate at a range of 5.25% to 5.50% and indicated it will continue reducing its balance sheet by \$95 billion per month. The Fed reaffirmed its commitment to lowering inflation to its 2.00% target, while also acknowledging that risks (inflation vs. growth) have become more balanced.

Despite headline inflation remaining above the Fed's 2.00% target, core inflation, which excludes food and energy prices, has steadily decreased over the past 12 months. The recent run-up in the 10-year Treasury yield has further tightened financial conditions, which will continue to suppress economic growth and inflation. Commercial real estate investment activity is unlikely to improve until capital sources are confident that interest rates have stabilized, and pricing has fully adjusted.

While opinions vary on future economic issues, the general market consensus at the time of this appraisal is the anticipation of moderating inflation as higher interest rates cool demand. Tighter lending conditions and a weakening economy will keep capital markets activity subdued and reduce leasing demand in the short to medium term. Amid this uncertain and dynamic environment, investment market performance will be uneven across property types.

## EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as "an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions." <sup>1</sup>

- None noted

## HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis." <sup>2</sup>

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<sup>1</sup> The Appraisal Foundation, USPAP, 2024 Edition (Effective January 1, 2024)

- The subject is analyzed within this report as-if excluding plat improvements completed to date by the developer of the adjacent commercial land and residential subdivision. This includes fill, public utilities and storm management infrastructure. This is to assist the client in purchase negotiations in a potential sale to the developer of the adjacent property.
- The use of these hypothetical conditions may have affected the assignment results.

## OWNERSHIP AND PROPERTY HISTORY

OWNERSHIP SUMMARY	
<b>Current Ownership</b>	
Owner:	City of St. Helens
Sale in Last 3 Years?:	No
<b>Pending Sale</b>	
Under Contract:	No
<b>Current Listing</b>	
Currently Listed For Sale:	No
Compiled by CBRE	

CBRE is not aware of any sales, listings or contracts of the subject property in the prior three years.

## EXPOSURE/MARKETING TIME

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone. In consideration of these factors, we have analyzed the following:

- exposure periods for comparable sales used in this appraisal;
- the opinions of market participants.

The following table presents the information derived from these sources.

<sup>2</sup> The Appraisal Foundation, USPAP, 2024 Edition (Effective January 1, 2024)

EXPOSURE/MARKETING TIME DATA			
Investment Type	Exposure/Mktg. (Months)		
	Range		
Comparable Sales Data (Land Sale)	0.0	-	23.0
Local Market Professionals	3.0	-	18.0
<b>CBRE Exposure Time Estimate</b>	<b>6 - 12 Months</b>		
<b>CBRE Marketing Period Estimate</b>	<b>6 - 12 Months</b>		
Various Sources Compiled by CBRE			

It's noted that the subject is valued as land for assemblage with the adjacent commercial land property to the northeast/southeast. The concluded marketing/absorption period is therefore based on as-if assemblage with this property, and the larger property sold to one buyer.

As a standalone site, a higher marketing period is warranted due to the subject's reduced functional utility (lack of non-emergency access).

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ADDENDA

A Land Sale Data Sheets

B Qualifications

## Scope of Work

This Appraisal Report is intended to comply with the real property appraisal development and reporting requirements set forth under Standards Rule 1 and 2 of USPAP. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied.

### INTENDED USE OF REPORT

This appraisal is to be used for buy/sell/exchange and no other use is permitted.

### CLIENT

The client is City of St. Helens.

### INTENDED USER OF REPORT

This appraisal is to be used by City of St. Helens. No other user(s) may rely on our report unless as specifically indicated in this report.

Intended users are those who an appraiser intends will use the appraisal or review report. In other words, appraisers acknowledge at the outset of the assignment that they are developing their expert opinions for the use of the intended users they identify. Although the client provides information about the parties who may be intended users, ultimately it is the appraiser who decides who they are. This is an important point to be clear about: The client does not tell the appraiser who the intended users will be. Rather, the client tells the appraiser who the client needs the report to be speaking to, and given that information, the appraiser identifies the intended user or users. It is important to identify intended users because an appraiser's primary responsibility regarding the use of the report's opinions and conclusions is to those users. Intended users are those parties to whom an appraiser is responsible for communicating the findings in a clear and understandable manner. They are the audience.<sup>3</sup>

### RELIANCE LANGUAGE

Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for

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<sup>3</sup> Appraisal Institute, *The Appraisal of Real Estate*, 15<sup>th</sup> ed. (Chicago: Appraisal Institute, 2020), 40.

any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.

## PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to develop an opinion of the hypothetical market value of the subject property reflecting a raw lot without plat improvements completed to date by the developer of the adjacent commercial/residential properties.

## DEFINITION OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>4</sup>

## INTEREST APPRAISED

The value estimated represents Fee Simple Estate as defined below:

**Fee Simple Estate** - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.<sup>5</sup>

**Leased Fee Interest** - The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.<sup>6</sup>

**Leasehold Estate** - The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.<sup>7</sup>

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<sup>4</sup> 12 CFR, Part 34, Subpart C-Appraisals, 34.42(h).

<sup>5</sup> Appraisal Institute, The Dictionary of Real Estate Appraisal, 7<sup>th</sup> ed. (Chicago: Appraisal Institute, 2022), 73.

<sup>6</sup> Appraisal Institute, The Dictionary of Real Estate Appraisal, 7<sup>th</sup> ed. (Chicago: Appraisal Institute, 2022), 105.

*Going Concern* – An established and operating business having an indefinite future life.<sup>8</sup>

### Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor’s records

### Extent to Which the Property is Inspected

Nick Anderson, MAI inspected the subject site, as well as its surrounding environs on the effective date of appraisal. This inspection was considered adequate and is the basis for our findings.

### Type and Extent of the Data Researched

CBRE reviewed the following:

- applicable tax data
- zoning requirements
- flood zone status
- demographics
- comparable data

### Type and Extent of Analysis Applied

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. For vacant land, the sales comparison approach has been employed for this assignment.

### Data Resources Utilized in the Analysis

DATA SOURCES	
Item:	Source(s):
<b>Site Data</b>	
Size	Columbia County Assessor
<b>Other</b>	
Zoning Information	City of St. Helens
Tax Information	Columbia County Assessor
Comparable Information	Parties related to transaction or otherwise noted
<b>Data Not Provided</b>	
Preliminary Title Report	
Engineering studies, soil tests or environmental assessments	
Compiled by CBRE	

## APPRAISAL METHODOLOGY

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available. Depending on

<sup>7</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7<sup>th</sup> ed. (Chicago: Appraisal Institute, 2022), 105.

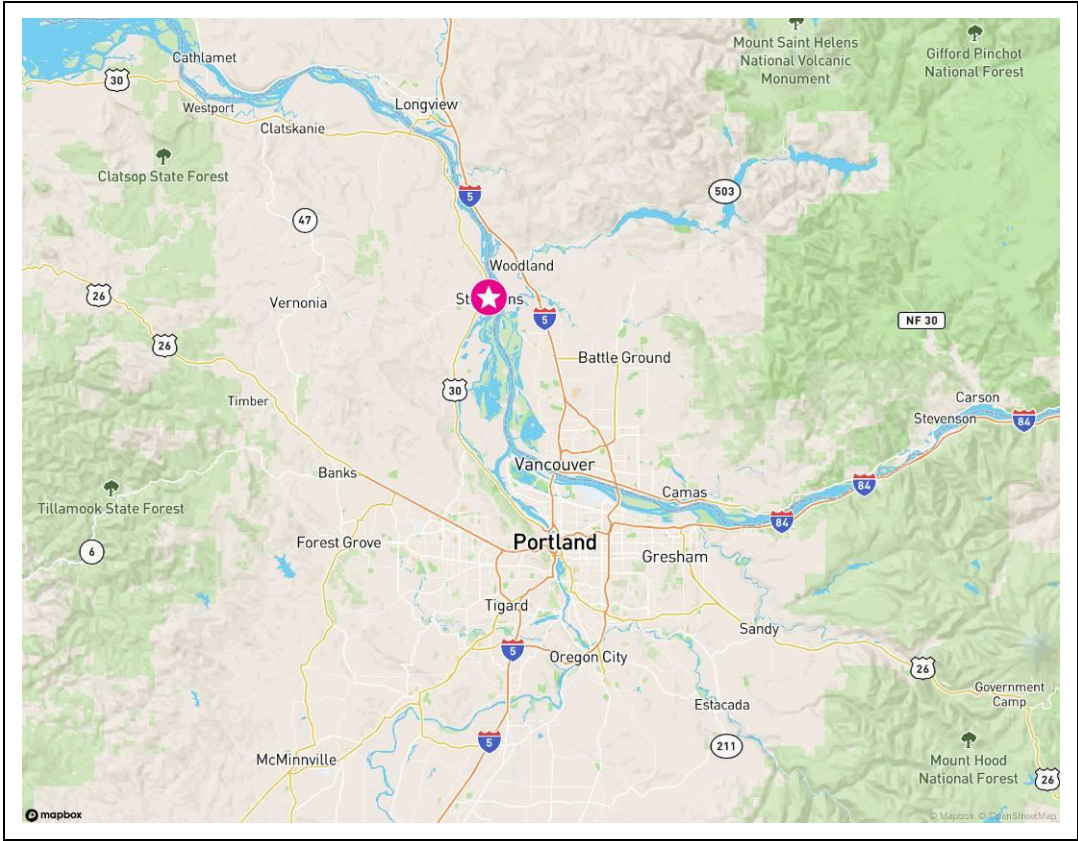
<sup>8</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7<sup>th</sup> ed. (Chicago: Appraisal Institute, 2022), 83.

a specific appraisal assignment, any of the following four methods may be used to determine the market value of the fee simple interest of land:

- Sales Comparison Approach;
- Income Capitalization Procedures;
- Allocation; and
- Extraction.

For the purposes of this analysis, we have utilized the sales comparison approach as this methodology is typically used for commercial sites. The other methodologies are typically use with insufficient land sales are available. The exclusion of these approaches to value are concluded to not reduce the creditability of our analysis.

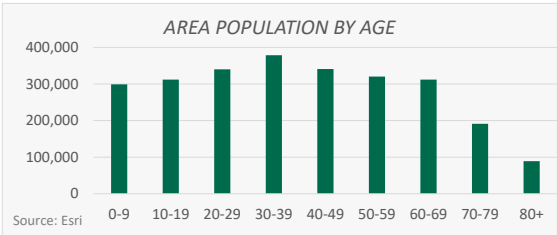
Area Analysis



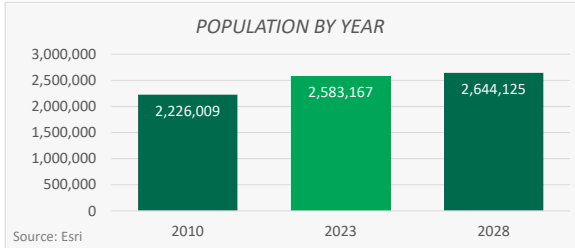
The subject is located in the Portland MSA. Key information about the area is provided in the following tables.

POPULATION

The area has a population of 2,583,167 and a median age of 39, with the largest population group in the 30-39 age range and the smallest population in 80+ age range.



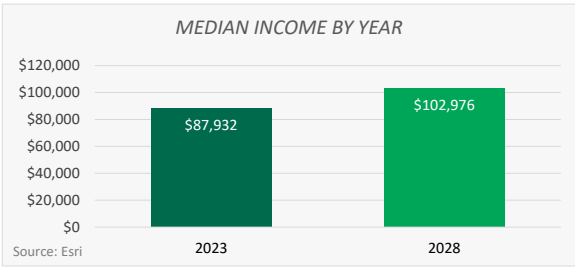
Population has increased by 357,158 since 2010, reflecting an annual increase of 1.2%. Population is projected to increase by 60,958 between 2023 and 2028, reflecting a 0.5% annual population growth.



Source: ESRI, downloaded on Jan, 25 2024

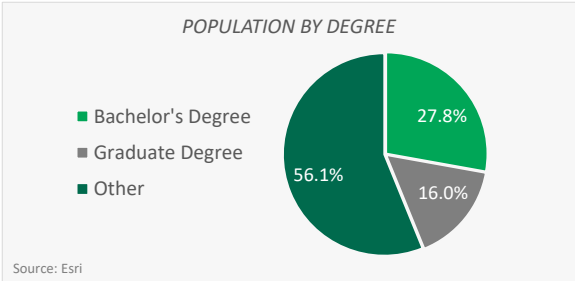
INCOME

The area features an average household income of \$121,886 and a median household income of \$87,932. Over the next five years, median household income is expected to increase by 17.1%, or \$3,009 per annum.

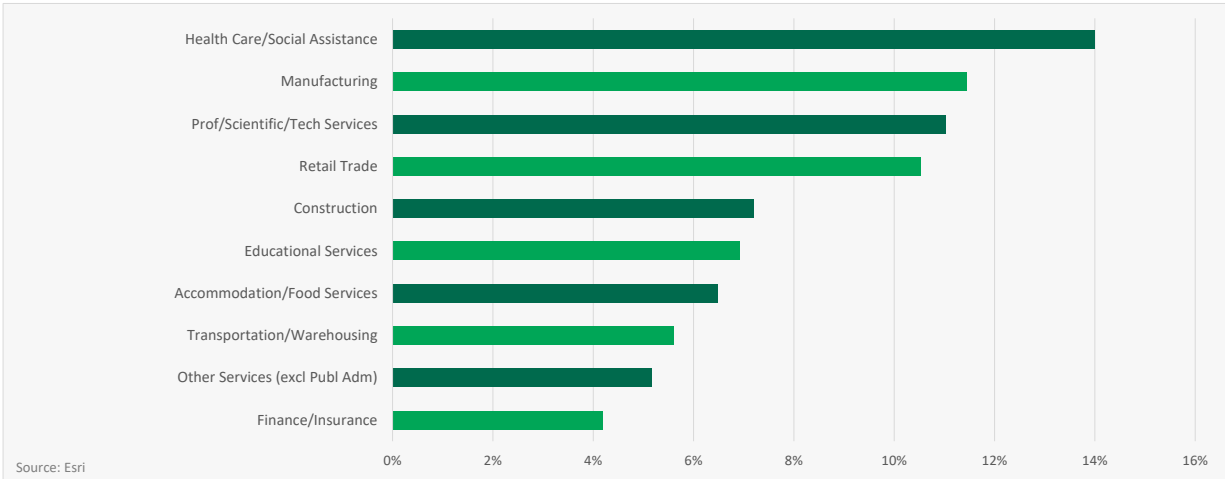


EDUCATION

A total of 43.9% of individuals over the age of 24 have a college degree, with 27.8% holding a bachelor's degree and 16.0% holding a graduate degree.



EMPLOYMENT



The area includes a total of 1,338,115 employees. The top three industries within the area are Health Care/Social Assistance, Manufacturing and Prof/Scientific/Tech Services, which represent a combined total of 36% of the workforce.

Source: ESRI, downloaded on Jan 25, 2024; BLS.gov dated Jan 0, 1900

The following table lists the top employers within the Portland-Vancouver-Hillsboro metro area.

### LARGEST EMPLOYERS IN PORTLAND METRO AREA

Company Name	City	Metro Employment	Global Employment	Industry
Providence Health & Services	Portland	23,100	130,800	Medical
Intel	Hillsboro	22,328	121,000	Computer Hardware
Oregon Health & Science University <sup>1</sup>	Portland	19,603	20,724	Education
Nike	Beaverton	15,522	83,700	Apparel
Legacy Health <sup>1</sup>	Portland	13,087 <sup>2</sup>	13,775	Medical
Kaiser Permanente	Portland	12,514	318,739	Medical
Fred Meyer Stores	Portland	9,000	430,000 <sup>3</sup>	Grocery
Portland Public Schools	Portland	7,111 <sup>4</sup>	7,111	Education
City of Portland	Portland	6,753 <sup>4</sup>	6,753	Government
Multnomah County	Portland	6,317	7,005	Government
U.S. Department of Veterans Affairs	Portland	4,845 <sup>5</sup>	411,919	Government
Beaverton School District	Beaverton	4,600	4,600	Education
Portland State University	Portland	3,731	3,731	Education
US Postal Service	Portland	3,590 <sup>4</sup>	635,350	Package Delivery
Vancouver Public Schools	Vancouver	3,264	3,264	Education
TriMet	Portland	3,152	3,152	Transportation
U.S. Bank	Portland	3,144	78,290	Finance
Portland Community College	Portland	3,049	3,049	Education
Daimler Truck North America	Portland	3,000	28,000	Automotive
Precision Castparts Corp.	Lake Oswego	2,500	23,000	Manufacturing
Hillsboro School District	Hillsboro	2,463 <sup>4</sup>	2,463	Education
Oregon Department of Human Services	Portland	2,439 <sup>4</sup>	10,000	Social Services
Portland General Electric	Portland	2,423	2,873	Utilities
Clackamas County	Oregon City	2,363 <sup>4</sup>	2,363	Government
North Clackamas Schools	Milwaukie	2,223 <sup>4</sup>	2,223	Education
Washington County	Hillsboro	2,211 <sup>4</sup>	2,211	Government
Bonneville Power Administration	Portland	2,119 <sup>5</sup>	2,119	Utilities
Wells Fargo	Portland	2,044	238,000	Finance
Adidas America Inc.	Portland	1,714	59,258	Apparel
JLL	Portland	1,700	102,000	Commercial Real Estate
Fisher Investments	Camas	1,667	5,266	Finance
David Douglas School District	Portland	1,511 <sup>4</sup>	1,511	Education
The Standard	Portland	1,442	3,655	Insurance
Tigard-Tualatin School District	Tigard	1,421 <sup>4</sup>	1,421	Education
Cambia Health Solutions	Portland	1,404	4,690	Health Care
A-Dec, Inc.	Newberg	1,300	1,500	Medical
Moda Center	Portland	1,300	1,300	Indoor Sports/Event Center
Gee Automotive Companies	Milwaukie	1,257	2,162	Automotive
West-Linn Wilsonville School District	Tualatin	1,240 <sup>4</sup>	1,240	Education
Metro	Portland	1,227 <sup>4</sup>	1,227	Government

1. OHSU and Legacy Health, Portland-based, announced a plan to merge in August; 2. Reported last year; 3. Total employment of parent company, Kroger; 4. Average in 2022 from Oregon Employment Department; 5. Average in 2022 from Oregon Employment Department and Washington State Employment Security Department

Source: Portland Business Journal, September 2023

## CONCLUSION

The Portland metro-area is home to some of the most recognizable companies in the world including: Intel, Nike and Columbia Sportswear. Portland is also fertile ground for start-ups and

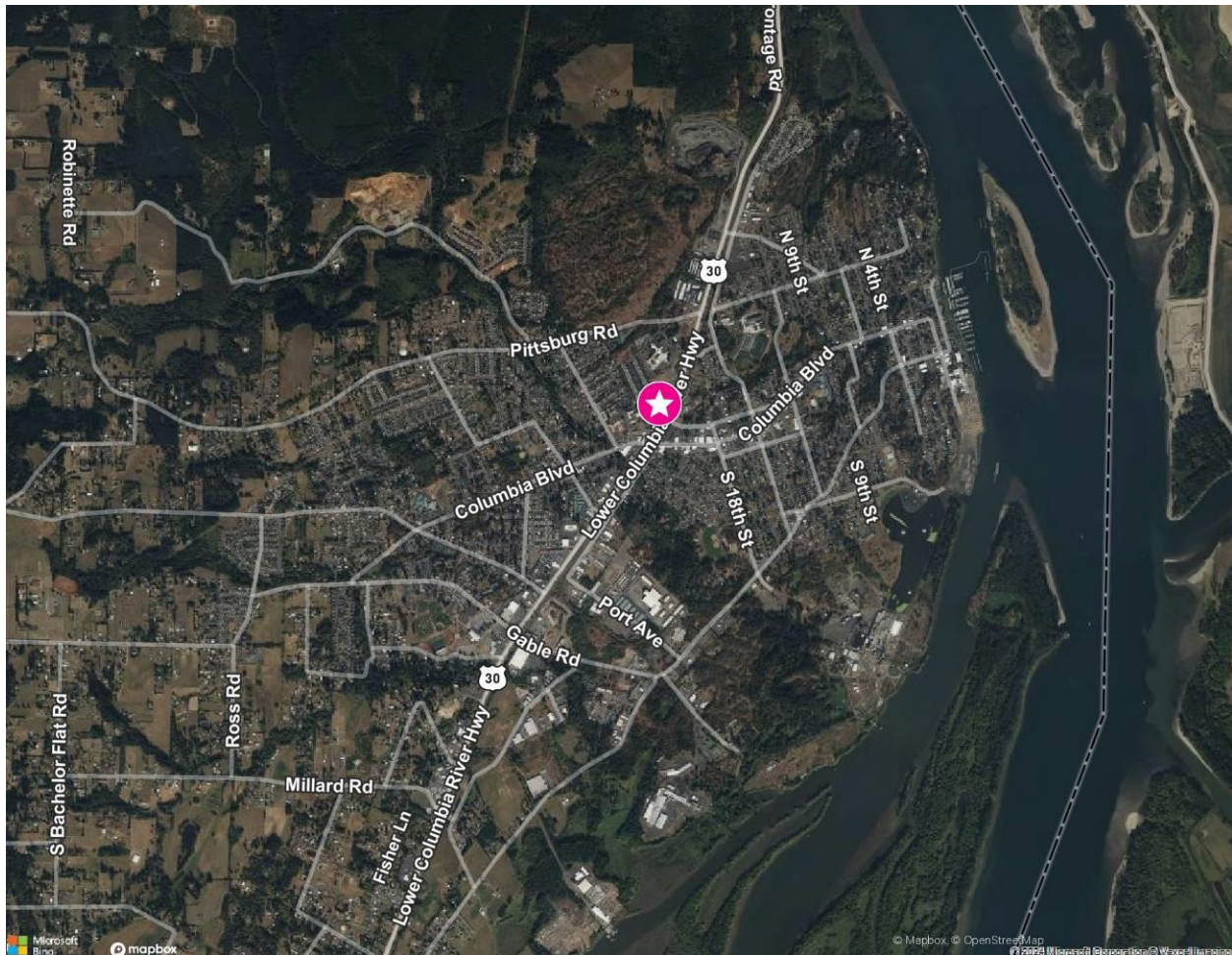
small businesses and is a regional tech hub. A wide range of firms have been attracted to Portland's quality of life, transportation options, and skilled workforce.

Livability and affordability are hallmarks of the Portland region. The area's abundant natural beauty, mild climate, easy access to Portland International Airport, expansive public transportation system, wide variety of housing options and more make Portland a superb place to work and live. Portland is a hub for innovation and a workforce talent magnet. With a metropolitan labor force growing at six times the national average, this region is home to a deep pool of skilled workers across all industry sectors.

While average salaries in the Portland region can be lower than those of other west coast metros, Portland's cost of living and social amenities are equal to or better. Continued growth in the region's talented workforce suggests that skilled workers understand that their wages will go further here. Employers are attracted to affordable talent.

Portland MSA has experienced stable population growth for several consecutive years. According to the information provided by ESRI, which is further supported by the opinions of local economists, continued population growth is expected. In addition, individual and household incomes are projected to continue to grow. Further population and income growth will continue to boost the local economy. Over the long run, the Portland MSA is projected to be an above-average performer.

## Neighborhood Analysis



### LOCATION

The subject is located within a suburban area in Columbia County in the city of St. Helens. The area consists of single-family homes, multifamily apartment complexes, and scattered retail uses. The neighborhood is approximately 20 miles northwest of Portland, Oregon.

### BOUNDARIES

The neighborhood boundaries are essentially the city boundaries of St. Helens. The neighborhood is divided by Highway 30, which is the main north/south arterial through town.

### LAND USE

St. Helens began as a community located on the banks of the Columbia River and the city has generally grown from the city center/CBD outward to the west. The city backs to a rocky knoll on the northern perimeter of the city that has limited development to the north and pushed

development westward instead. As a result, the areas closer to the Columbia River have the older developments and the land is almost entirely developed.

The primary land uses within the neighborhood are single-family homes, multifamily apartments, and retail uses. Commercial uses in the neighborhood are located along Highway 30 and Columbia Boulevard. Commercial uses along Highway 30 includes a Safeway anchored shopping center, Walmart, smaller retail buildings, bank branches, restaurants, storefront commercial development and small office buildings. Downtown St. Helens is an older area that is located near the Columbia River and has started to be revitalized.

The majority of the single-family residential development within a one-mile radius of the subject may be described as homes in the \$300,000-\$400,000 price range and the median home value is approximately \$374,892, according to information provided by ESRI.

Industrial development located in the neighborhood consists mostly of smaller manufacturing buildings along Port Avenue and Old Portland Road. Industrial development consists of manufacturing facilities, forestry products, self-storage facilities, and general industrial development.

The subject is located a short distance west of Highway 30. Development in the immediate area includes the St. Helens DMV, a recently constructed Burger King (corner of Howard St and Hwy 30), a residential detached subdivision constructed in 2020 and office development. The subject is located adjacent to commercial land located to the northeast and southeast. These parcels, together with the subject, includes near immediate access to the highway with adequate exposure for a commercial use.

## GROWTH PATTERNS

There is a considerable amount of commercial development located along both sides of Highway 30 because this area also draws from the Scappoose population and reflects the most common commuting traffic patterns into the greater Portland metro employment centers to the south. Several hotels, auto dealerships, banks, grocery-anchored retail centers and national fast serve restaurants and coffee shops line this arterial to the south. There is a small industrial pocket situated on the northern perimeter of St. Helens, as well as public works developments, self-storage facilities, and a large mobile home park. The Port of Columbia County is located in Columbia City which is located north of St. Helens along Highway 30.

Most of the recent growth in the neighborhood has occurred along Columbia Boulevard near major intersections. A majority of the older commercial developments in the neighborhood are located within the downtown area near the river front and consist of office and retail uses. There is limited multifamily development in the area, most of which is older development interspersed throughout the city.

## ACCESS

North/south access to the subject neighborhood is provided by Hwy 30 (Columbia River Highway), which provides access to the Kelso/Longview and Astoria to the north and Portland to the south. Although the subject is located across the Columbia River from Washington, the nearest bridges are 20+ miles north/south of the subject.

## DEMOGRAPHICS

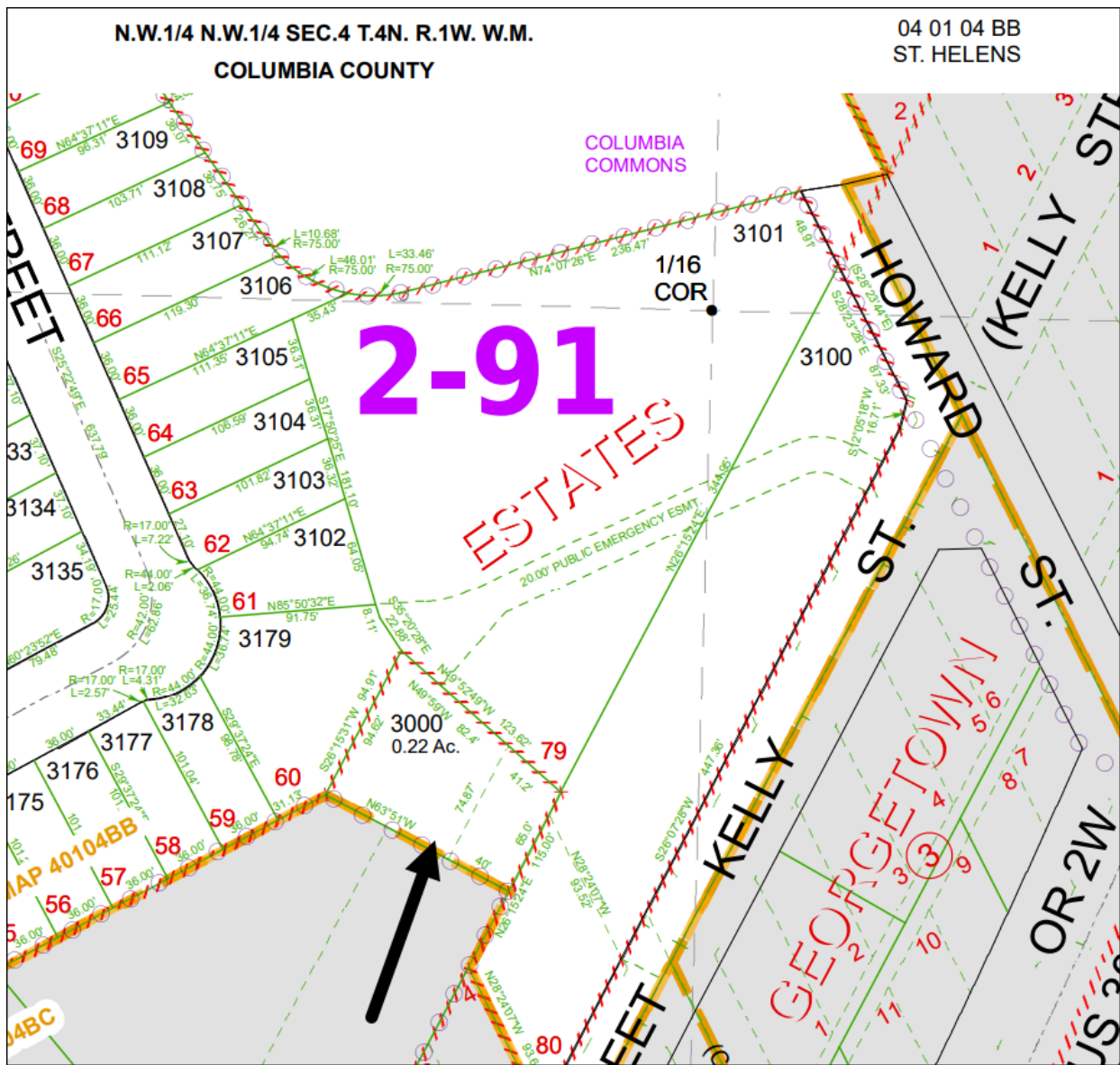
Selected neighborhood demographics in 1-, 3- and 5-mile radius from the subject are shown in the following table:

SELECTED NEIGHBORHOOD DEMOGRAPHICS					
East of Kelley Street St. Helens, OR 97051	1 Mile Radius	3 Mile Radius	5 Mile Radius	St. Helens city	Portland MSA
Population					
2028 Total Population	10,178	20,115	28,902	14,551	2,644,125
2023 Total Population	9,982	19,810	28,545	14,301	2,583,167
2010 Total Population	9,275	18,298	26,140	13,225	2,226,009
2000 Total Population	7,852	14,860	21,232	10,820	1,927,881
Annual Growth 2023 - 2028	0.39%	0.31%	0.25%	0.35%	0.47%
Annual Growth 2010 - 2023	0.57%	0.61%	0.68%	0.60%	1.15%
Annual Growth 2000 - 2010	1.68%	2.10%	2.10%	2.03%	1.45%
Households					
2028 Total Households	3,968	7,777	10,985	5,618	1,043,495
2023 Total Households	3,870	7,608	10,778	5,491	1,011,850
2010 Total Households	3,554	6,913	9,788	4,988	867,794
2000 Total Households	2,967	5,530	7,853	4,042	745,531
Annual Growth 2023 - 2028	0.50%	0.44%	0.38%	0.46%	0.62%
Annual Growth 2010 - 2023	0.66%	0.74%	0.74%	0.74%	1.19%
Annual Growth 2000 - 2010	1.82%	2.26%	2.23%	2.13%	1.53%
Income					
2023 Median Household Income	\$64,470	\$72,628	\$75,552	\$66,609	\$87,932
2023 Average Household Income	\$76,432	\$87,243	\$92,174	\$80,591	\$121,886
2023 Per Capita Income	\$30,104	\$33,710	\$34,643	\$30,975	\$47,801
2023 Pop 25+ College Graduates	924	2,355	3,842	1,638	795,752
Age 25+ Percent College Graduates - 2023	13.7%	17.2%	19.5%	17.0%	43.9%
Source: ESRI					

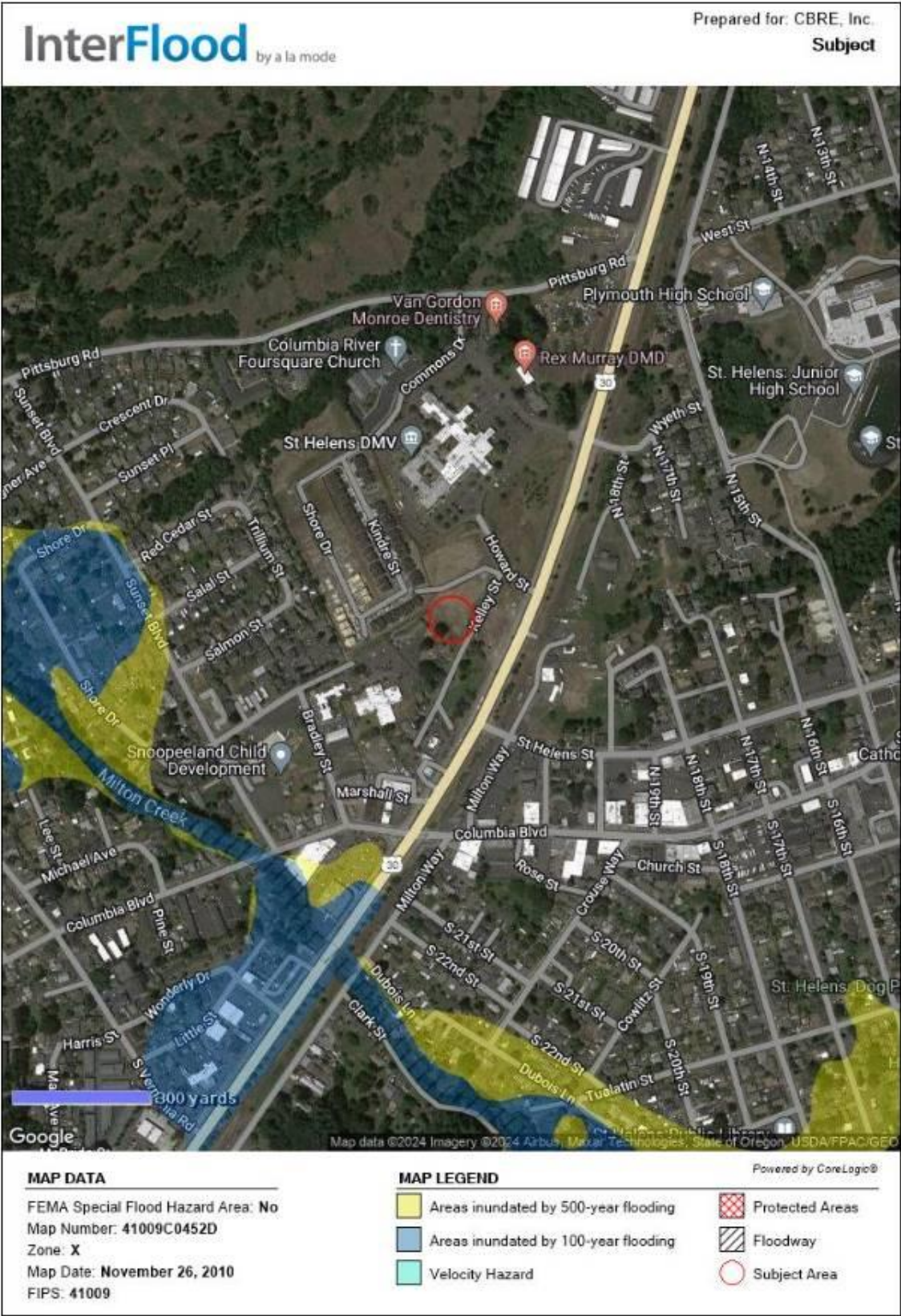
## CONCLUSION

The subject has an average location in the small community of St. Helens. As summarized in the above chart, the neighborhood has experienced positive growth in both population and households from 2000 to 2023, and positive growth is expected to continue through 2028. St. Helens is a small town situated on the far outlying Portland market. The subject property has good access to Highway 30, a highway that links to Portland to the south. Overall, the subject neighborhood is forecast to maintain a stable performance over the near and mid to long-term.

ASSESSOR PLAT MAP



FLOOD PLAIN MAP



Site Analysis

The following chart summarizes the salient characteristics of the subject site.

SITE SUMMARY AND ANALYSIS			
<b>Physical Description</b>			
Gross Site Area	0.22 Acres	9,583 Sq. Ft.	
Net Site Area	0.22 Acres	9,583 Sq. Ft.	
Shape	Irregular		
Topography	Generally Level		
Parcel Number(s)	28848		
Zoning District	General Commercial (GC)		
Flood Map Panel No. & Date	41009C0452D	26-Nov-10	
Flood Zone	Zone X (Unshaded)		
Adjacent Land Uses	Residential, Office, Vacant Land		
<b>Comparative Analysis</b>		<b><u>Rating</u></b>	
Visibility	Typical		
Functional Utility	Typical		
Traffic Volume	Average to good		
Adequacy of Utilities	See comments		
Drainage	Assumed adequate		
<b>Other</b>	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Unknown</u></b>
Detrimental Easements		See comments	
Encroachments		Assumed no	
Deed Restrictions		Assumed no	
Various sources compiled by CBRE			

The subject is a 0.22-acre (9,583 sq. ft.) commercial lot. Due to a lack of non-emergency access, the site is effectively landlock by the adjacent properties. The parcel to the northeast and southeast of the subject include a similar owner with a total area of 2.18 acres. If assembled with the subject, the total site area of the larger parcel increases to 2.40 acres (0.22 + 2.18). As will be noted ahead within the highest and best use section of this report, the highest and best use of the subject is for assemblage with the adjacent vacant property. Therefore, the subject is analyzed as a portion of the larger property (2.40 acres) within this analysis.

LOCATION

The subject lot is not addressed; however, the larger parcel is addressed as: 500 N Columbia River Highway, St. Helens, OR 97051. Furthermore, the larger parcel is located at the west intersection (non-signalad) of Kelley Street and Howard Street.

## LAND AREA

The land area size was obtained via the Columbia County Assessor, and is assumed correct. This includes both the subject lot and the size of the larger parcel as defined in this analysis. There are no unusable areas; however, there is an emergency/fire access easement over the larger parcel providing emergency access from Kelley Street to the adjacent residential subdivision to the west. While this is considered a negative influence on the larger parcel, the easement does not negatively impact the subject lot.

## SHAPE

The subject's larger parcel includes an irregular shape; however, it generally has adequate depth for commercial development. The overall size and shape are adequate for development, although it has some diminished utility.

## ACCESS/EXPOSURE

The subject site does not have non-emergency access. Emergency access includes a fire easement providing access to the rear of the lot from Kelley Street. As a standalone site, the subject has reduced functional utility for a commercial use based on limited access.

The larger parcel is located at the west intersection of two collector streets with roughly 460 feet of frontage along Kelley Street to the south and 140 feet along Howard Street to the east.

Kelley Street, at the subject's larger parcel, is a northeast/southwest collector street that has a dedicated width of roughly 50 feet and is improved with one lane of traffic in each direction. Street improvements include asphalt paving and concrete curbs, gutters and sidewalks.

Howard Street, at the subject's larger parcel, is a northeast/southwest collector street that has a dedicated width of roughly 50 feet and is improved with one lane of traffic in each direction. Street improvements include asphalt paving and concrete curbs, gutters and sidewalks.

The subject lot and larger parcel include secondary exposure to Highway 30 based on its setback location from the highway; however, exposure is generally considered adequate for a commercial use.

## TOPOGRAPHY AND DRAINAGE

The site is generally level and at street grade. The topography of the site is not seen as an impediment to the development of the property. During our inspection of the site, we observed no drainage problems and assume that none exist.

## SOILS

A soils analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use.

## UTILITIES & SERVICES

The subject's larger parcel is within the jurisdiction of the city of St. Helens and is provided all municipal services, including police, fire and refuse garbage collection. All utilities are available to the site in adequate quality and quantity to service the highest and best use as if vacant and as improved.

The subject lot currently has access to public utilities located along the emergency easement at the rear of the lot. For the purpose of this analysis, the subject's larger parcel and subject are analyzed as not including utilities which have previously been extended onto the site. Instead, the subject's larger parcel is analyzed based on utilities located at the adjacent street.

## EASEMENTS AND ENCROACHMENTS

The subject's larger parcel includes an emergency easement from Kelley Street (east) to the residential subdivision (west), and as a result the larger parcel is considered negatively influence based on reduced development utility of the site (see the previously presented Assessor Plat Map for reference). However, the subject lot is located outside the easement area and is not impacted. This is taken into consideration within this analysis.

No other known easements or encroachments impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a current title policy outlining all easements and encroachments on the property, if any, prior to making a business decision.

## COVENANTS, CONDITIONS AND RESTRICTIONS

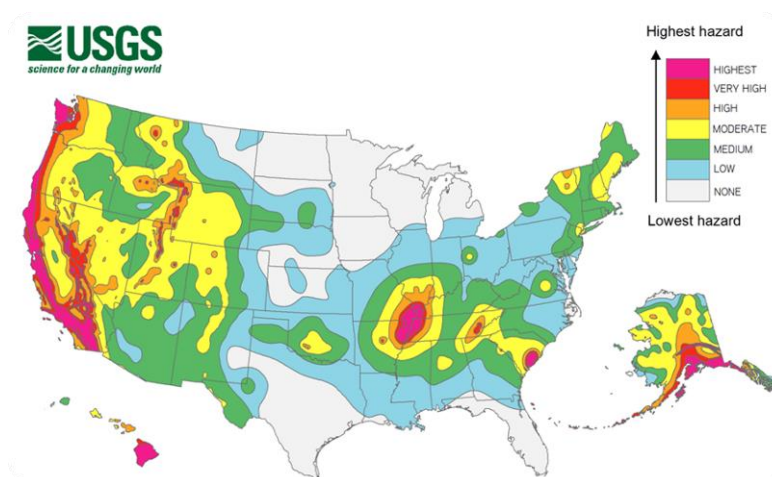
There are no known covenants, conditions or restrictions impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a copy of the current covenants, conditions and restrictions, if any, prior to making a business decision.

## FLOOD ZONE

The subject is located within the Zone X (unshaded) flood zone. Zones C and X (unshaded) are flood insurance rate zones used for areas outside the 0.2-percent-annual-chance floodplain. No Base Flood Elevations (BFEs) or depths are shown in this zone, and insurance purchase is not required.

## EARTHQUAKE ZONE

Based on a review of the map below, the subject is located in a high-risk area.



## ENVIRONMENTAL ISSUES

Although CBRE was not provided an Environmental Site Assessment (ESA), a tour of the site did not reveal any obvious issues regarding environmental contamination or adverse conditions.

## ADJACENT PROPERTIES

The subject, as a standalone site, is located adjacent to an office property (southwest), residential subdivision (northwest) and commercial land (northeast and southeast – to be assembled).

As a portion of a larger parcel together with the adjacent commercial land, the larger parcel is bounded by an office/SFR property to the southwest, a residential subdivision to the west, DMV to the north, Howard Street followed by a new retail development including Burger King (completed late-2023) to the east and Kelley Street followed by commercial land to the southeast.

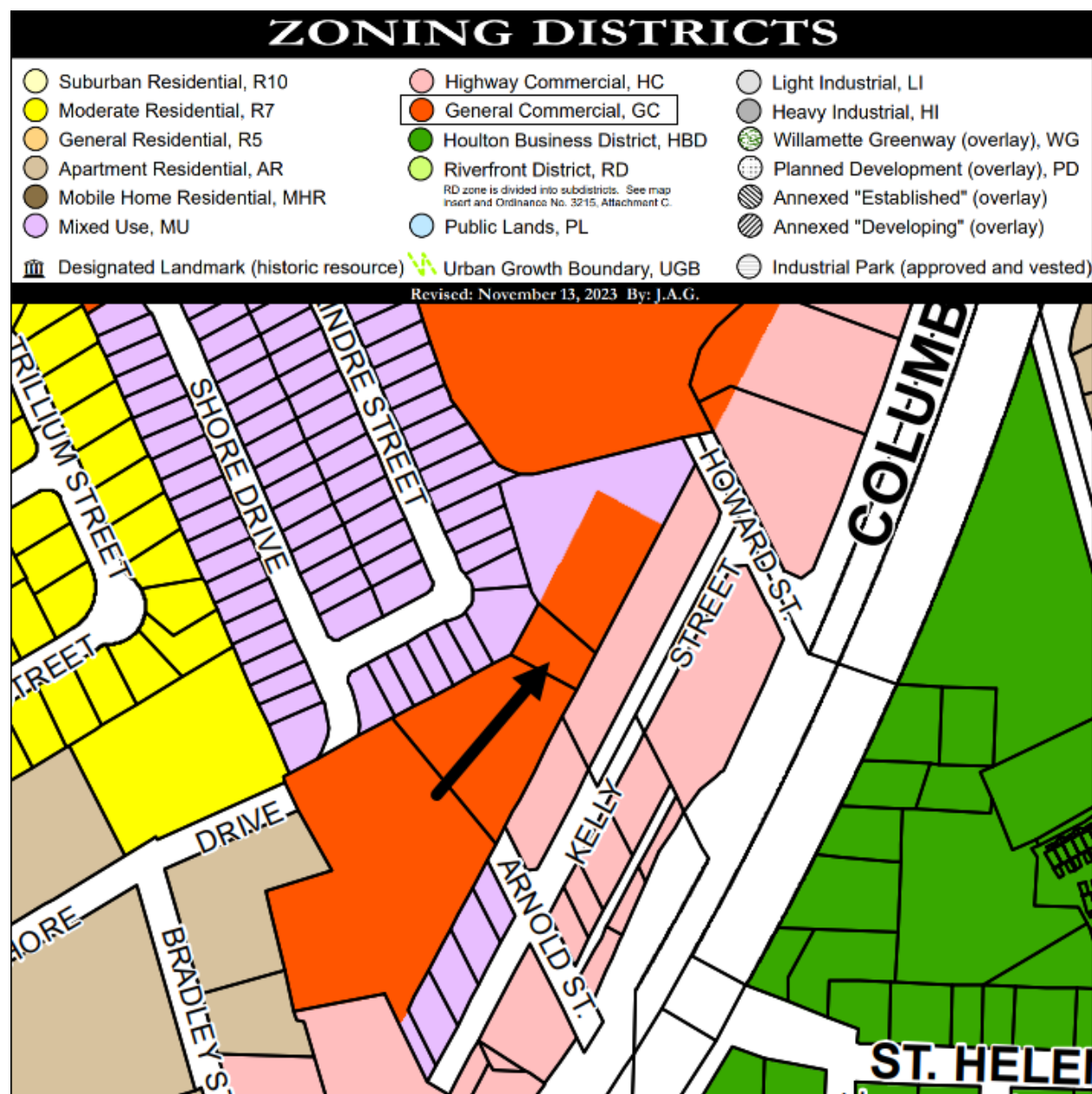
Overall, the adjacent properties are concluded to have a typical influence on the subject as commercial land.

## CONCLUSION

Overall, the subject larger parcel is considered to be an average to good commercial site in terms of its location, exposure, and access to various transportation routes; recognizing its location near Highway 30 in the St. Helens area. As a standalone site, the subject has reduced functional utility based on its limited non-emergency access.

## ZONING MAP

As noted below, the subject lot is zoned General Commercial (GC); however, the larger parcel is also zoned Mixed Use (MU) and Highway Commercial (HC).



## Zoning

The following chart summarizes the subject's zoning requirements.

ZONING SUMMARY	
Current Zoning	General Commercial (GC)
Legally Conforming	Yes
Uses Permitted	Animal sales and services; Car washes; Cultural and library services; Dwellings above permitted uses (use AR standards); Eating and drinking establishments; Equipment (small) sales, rental and repairs; Financial institutions; Hardware store, without outdoor storage; Historic structures (as listed in the comprehensive plan); Home occupation (per Chapter 17.120 SHMC); Hotels and motels; Offices – all; Personal and business services such as barber shops, beauty shops, tailors, laundries, printing, and locksmiths; Plumbing, HVAC, electrical and paint sales and service, without outdoor storage; Produce stands; Public facility, minor; Repair and maintenance of permitted retail products; Retail sales establishments, not specifically catering to motorists; Studios; Theaters, except drive-ins.
Conditional Uses	Amusement services; Bar; Bed and breakfast facilities, homestay, and boarding house; Broadcast facilities without dishes over 36 inches or transmitter/receiver towers; Bus and train stations/terminals; Businesses with outdoor storage (those businesses permitted in subsection (2) of this section); Child care facility/day nursery; Congregate housing; Drive-up businesses and services (including those associated with food/restaurants); Funeral homes; Hospitals and senior or convalescent care facilities; Laundromats and dry cleaners; Lodge, fraternal and civic assembly; Lodging facilities or rooming house; Marijuana retailer and/or medical marijuana dispensary; Multidwelling units; Nurseries and greenhouses; Parking lots; Parks, public and private; Pawn shops; Public and private schools; Public facilities, major; Recreation facilities; Religious assembly, including cemeteries; Residential facility; Shopping centers and plazas; Travel trailer parks; Vehicle repair, service, and sales.
Zoning Change	Not likely
Source: Planning & Zoning Dept.	

## ANALYSIS AND CONCLUSION

According to the City of St. Helens Municipal Code, "The GC zone is intended to provide for a broad range of commercial operations and services required for the proper and convenient functioning of commercial activities serving the general public locally and regionally but not specifically the traveling motorists."

The subject's larger parcel is also zoned Mixed Use (MU) and Highway Commercial (HC). The purpose of the MU zone is intended to provide for mixed uses in certain areas, generally between general commercial and residential zones. This method allows the market to mostly determine the uses. Permitted uses include commercial (retail/office), public, residential (detached/attached,

senior housing, mixed uses), hospitality, multi-family (conditional use), hospitals (conditional use), religious (conditional use) and other similar uses.

The purpose of the HC zone is intended to recognize the existing commercial development along Highway 30 and to limit future commercial activity to retail concerns, activities that cater to motorists, and firms that deal in large goods and require unusual amounts of space. Permitted uses include commercial (retail/office), hospitality, hospitals (conditional use), religious (conditional use), schools (conditional use), and other similar uses.

Overall, legal factors impacting the subject's larger parcel generally support commercial development.

Additional information may be obtained from the appropriate governmental authority. For purposes of this appraisal, CBRE has assumed the information obtained is correct.

## Tax and Assessment Data

In Oregon, Measure 50 was passed in the May 20, 1997 special election. This measure establishes the maximum assessed value of property in Oregon for the 1997/1998 tax year as 90 percent of the property's real market value in the 1995/96 tax year. Any increases in assessed value for tax years following 1997/1998 are limited to 3 percent per year. Assessed value will be adjusted for new property or property improvements and certain other events. Certain local option taxes are permitted, if approved by voters. Measure 50 retains the existing total property tax rate for all property taxes, including local option taxes but excluding taxes for bonds at \$5 per \$1,000 of value for schools and \$10 per \$1,000 of value for non-school government.

The following summarizes the local assessor's estimate of the subject's market value, assessed value, and taxes. It is noted that the subject is owned by the City of St. Helens and is tax exempt.

AD VALOREM TAX INFORMATION			
Parcel	Assessor's Parcel No.	Parcel Description	2023/2024
1	28848	Subject Lot	\$116,250
Subtotal			\$116,250
% of Assessed Value			0%
Final Assessed Value			-
Effective Tax Rate (per \$100 A.V.)			-
<b>Total Taxes</b>			<b>\$0</b>
Source: Assessor's Office			

Upon the sale of the subject to a non-tax exempt entity, the subject would be added to the tax roll.

## Market Analysis

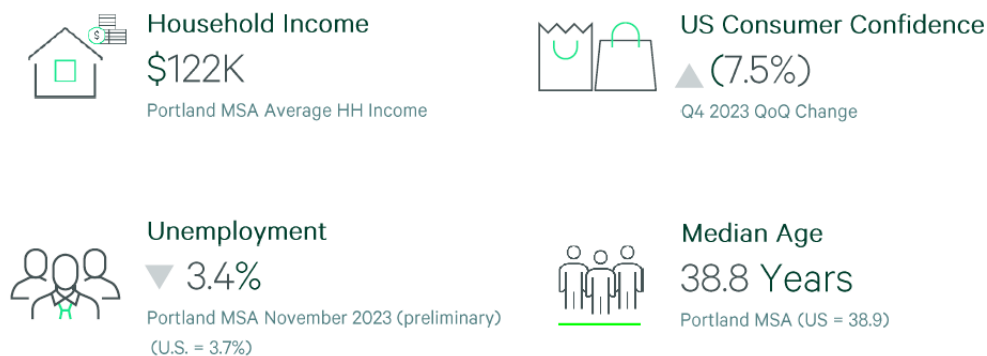
The primary data source utilized for this analysis is CBRE's Fourth Quarter 2023 Retail MarketView report for the Portland metro area. The subject is located in the Columbia County Market. We also consider metro area market data from CBRE Econometrics via the Q3 2023 Outlook Report (most recent report available at the time of our research for this assignment).

### PORTLAND RETAIL MARKET OVERVIEW



Note: Arrows indicate change from previous quarter. Statistics reflect entire market area as defined on page 4.

FIGURE 1: Retail Market Indicators



Source: CBRE Research, Q4 2023; Bureau of Labor Statistics, The Conference Board

### Market Overview

The second half of 2023, particularly Q4, marked a significant adaptation phase in the retail market nationwide, with Portland echoing the trend. Large vacancies, a result of bankruptcies, were leveraged by landlords to restructure spaces and increase rents in line with current retail rent trends. Continue demand and the persistently low vacancy rate in Portland kept rental rates trending upwards, raising concerns about sustainability amidst potential shifts in consumer spending habits that could be caused by an economic downturn.

Construction activity remained at a historical low nationwide in Q4 2023. This trend is expected to continue into 2024, primarily due to high material costs. As such, an immediate change in the construction landscape seems unlikely. However, numerous Portland industry professionals have noted a decrease in tenant improvement construction costs in Q4.

FIGURE 3: Construction Activity & Completions vs. Vacancy Rate



Source: Costar, CBRE Research Q4 2023

FIGURE 4: Leasing Activity



Source: Costar, CBRE Research Q4 2023

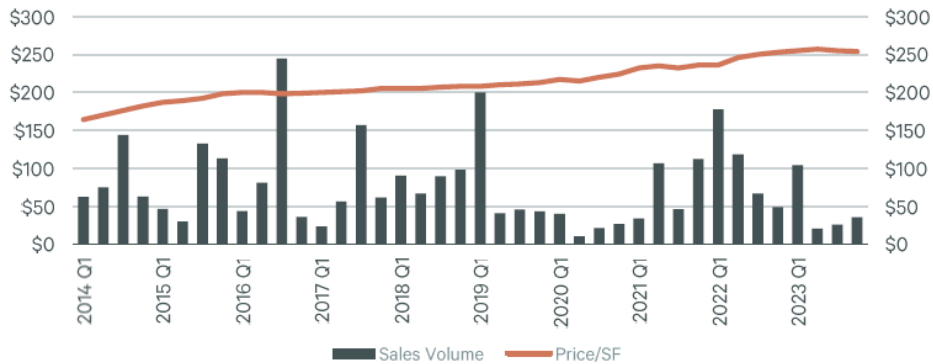
Investment sales for single-tenant and multi-tenant retail properties in the Portland area were somewhat subdued in Q4 2023. However, there is an exception that these will pick up incrementally in the first half of 2024, and more so in the second half of the year. This anticipated rise in investment sales is premised on the assumption that inflation, the 10-year treasury yield, and by extension interest rates, will be more controlled during 2024. Additionally, capital that has been idling on the sidelines for the past few quarters is expected to be injected into the market, stimulating growth.

FIGURE 5: Notable Sale Transactions Q4 2023

Name	Submarket	Property Type	SF	Sale Price (\$)	Price Per SF (\$)	Cap Rate (%)
Village at Main Street	I-5 Corridor	Neighborhood Center	74,878	Please Call for Info	Please Call for Info	Please Call for Info
Cascade Marketplace – Safeway	Vancouver/ Inner Suburbs	Community Center	68,164	14,500,000	212.72	Please Call for Info
Y Plaza (2 Buildings)	Clark County Outlying	Strip Center	21,210	3,575,000	168.55	Please Call for Info
Meadowland Shopping Center	Eastside	Neighborhood Center	30,676	3,215,000	104.81	Please Call for Info
Orchards Market Center – Big 5 Sporting Goods	Clark County Outlying	Community Center	20,470	2,901,311	141.73	Please Call for Info

Source: Costar, CBRE Research Q4 2023

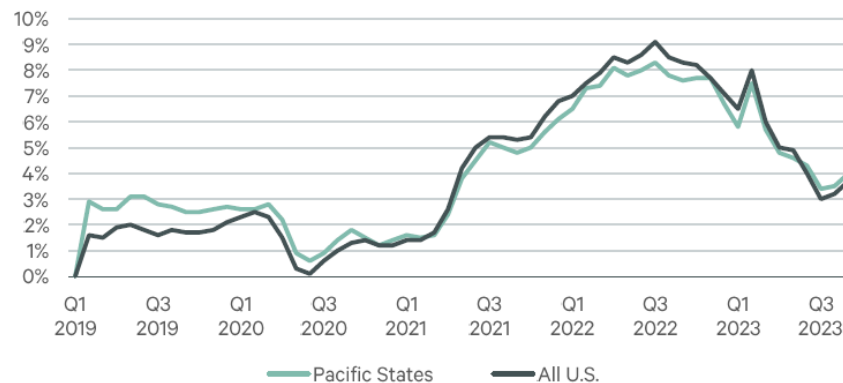
FIGURE 6: Total Retail Sales in Millions (USD)



Source: Costar, CBRE Research Q4 2023

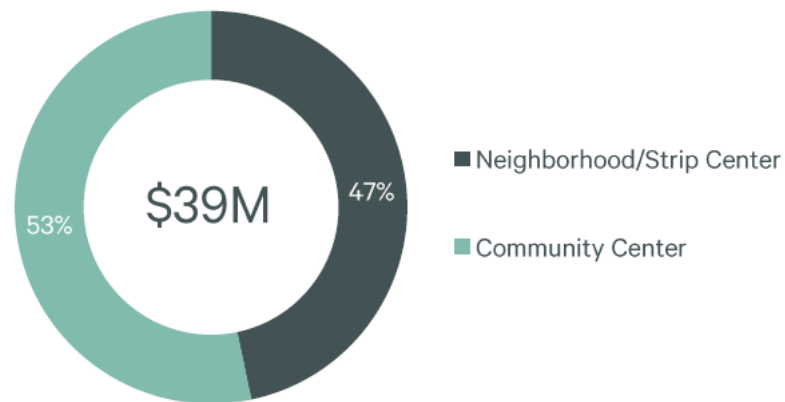
Several promising developments are underway in Portland’s retail market. The newly completed Block 216 will open its food carts in April, along with a retail space for Packouz Jewelers Rolex. The first Porsche Studio in the nation will open in the Pearl District, and new event spaces are planned at Block 216 and the Union Bank Building downtown. In Vancouver, WA, ground-floor retail leasing is underway at Block 7, a new parking structure being constructed by Gramor Development, and at Terminal 1, the waterfront office building being constructed for ZoomInfo.

FIGURE 7: 12-month Change in Consumer Price Index for Pacific States and U.S. (%)



Source: Bureau of Labor Statistics, December 2023

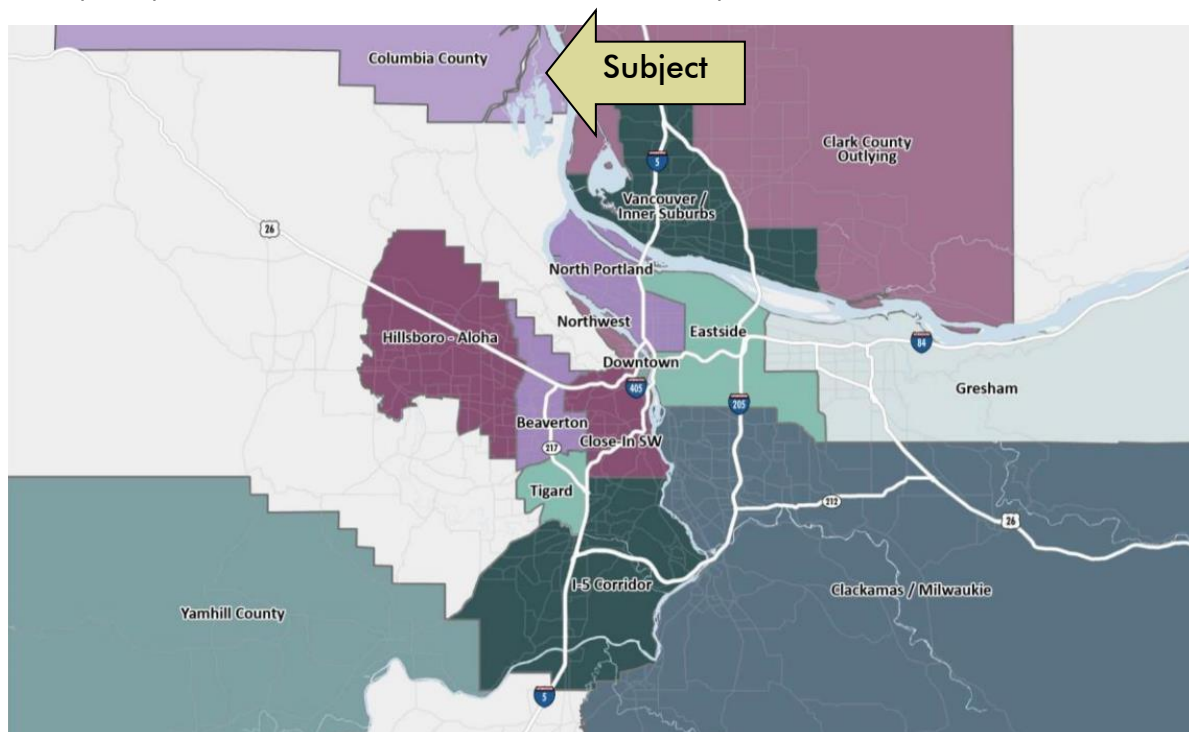
FIGURE 8: Percentage of Total Sales Volume (\$) by Shopping Center Type Q4 2023



Source: Costar, CBRE Research Q4 2023

## PORTLAND METRO RETAIL MARKET AREA OVERVIEW

The subject’s position within the Portland Metro area is depicted below.



## PORTLAND METRO - SUBMARKET SUMMARY – Q4 2023

Submarket	Net Rentable Area (SF)	Total Availability Rate (%)	Total Vacancy Rate (%)	QTD Net Absorption (SF)
Beaverton	4,054,731	4.4	5.1	(9,732)
Clackamas/Milwaukie	6,602,399	3.6	3.2	15,222
Close-in SW	722,099	4.5	3.6	9,360
Columbia County	442,779	8.3	8.4	(31,093)
Downtown	597,023	7.3	0.9	4,628
Eastside	5,398,690	6.1	3.7	(21,118)
Gresham	4,727,004	6.2	5.1	50,712
Hillsboro-Aloha	5,948,198	4.6	3.8	47,763
I-5 Corridor	4,885,666	5.4	3.6	(1,500)
North Portland	1,241,834	5.5	5.1	1,647
Northwest	214,275	1.1	1.1	-
Tigard	2,925,321	4.4	5.2	(2,556)
Vancouver/Inner Suburbs	7,841,654	6.1	5.2	57,454
Clark County Outlying	3,479,056	7.2	5.8	(24,507)
Yamhill County	957,233	2.0	1.8	(3,840)
<b>Market Total</b>	<b>51,439,285</b>	<b>5.6</b>	<b>4.4</b>	<b>104,857</b>

Source: Costar, CBRE Research Q4 2023

Retail development in Columbia County represents 0.9% of the Portland MSA. As shown above, the average vacancy rate of 8.4% for the subject's Columbia County submarket is higher than the metro area average of 4.44%, and is the highest within the Portland Market.

## CBRE ECONOMETRIC ADVISORS Q3 2023 RETAIL OUTLOOK

The market analysis forms a basis for assessing market area boundaries, supply and demand factors, and indications of financial feasibility. The primary data source utilized for this analysis is CBRE's Third Quarter 2023 Retail Econometric Advisors report.

## PORTLAND RETAIL MARKET OVERVIEW

The inventory of the Portland area stands at 40.65 million square feet, 32nd largest of the retail markets tracked by CBRE EA. Total employment stands at 1.27 million workers. The Portland

market is defined as Clackamas, Columbia, Multnomah, Washington and Yamhill counties in Oregon and Clark and Skamania counties in Washington.

Key Statistics	Level	Rank	1-Quarter Change	Metro	All Mkts
Population (mil.)	2.53	31	Total Employment Growth	↓	↓
Per Capita Inc. (\$000)	16.4	23	Completion Rate	↔	↓
Total Employment (mil.)	1.27	31	Retail Sales	↑	↑
Total Inventory (msf)	40.6	32	Goods & Restaurants	↑	↑
Retail Sales (bil.)	43.3	27	Grocery Stores	↑	↑
EA Asking Rent (\$/sf)	23.21	24	EA Asking Rent Growth	↑	↑

## PORTLAND RETAIL MARKET FORECAST

The short-term forecast calls for an overall increase in the number of workers through year-end 2024. Total net absorption is forecasted to be a positive 693,000 square feet, out-pacing supply during the same period. By year-end 2024, the availability rate is expected to be 4.2% while rents are forecasted to grow - reaching \$23.61 compared to current market rents of \$23.21.

### Portland Forecast Summary: Q3 2023

	Demand			Supply			Performance	
	New Jobs Total Emp.	Net Absorp (SF x 1000)	Absorp Rate (%)	Compltns (SF x 1000)	Compltn Rate (%)	Avail. Rate (%)	EA Asking Rent (\$/sf)	Rent Infl (%)
2022	45,000	487	1.3	104	0.3	5.4	22.96	1.1
2023F	27,900	356	0.9	198	0.5	5.0	23.29	1.4
Q1	14,100	75	0.2	21	0.1	5.3	23.17	0.9
Q2	7,800	-62	-0.1	27	0.1	5.5	23.11	-0.3
Q3	5,500	137	0.4	15	0.0	5.2	23.21	0.4
Q4F	500	206	0.5	135	0.3	5.0	23.29	0.3
2024F	-100	487	1.3	180	0.4	4.2	23.61	1.4
Historical Performance (1990 - Present)								
Min	-139,900	-600	-1.8	33	0.1	4.9	13.15	-3.7
Max	78,700	1,918	7.3	1,523	5.2	11.1	23.21	8.0
Mean	15,900	545	2.0	562	1.9	8.0	18.59	1.7

Retail market forecast data includes neighborhood, community, and strip centers. Historical minimum, maximum, and average values for each variable are provided to put current market performance in perspective. The time period from which these values are calculated is 1990 (or the earliest year of available data) to the current year. Net absorption is expected to remain below long-term averages during the forecast, though demand will be positive.

## THE PORTLAND ECONOMY

Over the last five years, total employment in the Portland area has grown at an average annual rate of 1.0% while across the U.S., employment has grown at an average annual rate of 1.0%. In the last 4 quarters, Portland's employment has grown at an average annual rate of 2.9%. Our forecast predicts growth of 0.9% in the Portland area in the next five years. Portland's hospitality & leisure employment sector will post the best job performance over the next five years.

The table below presents the current employment levels for major industry groups as well as historical growth rates over the last five years, last 12 months, and the next five years.

**Employment Levels and Growth Rates: Portland vs. U.S.**

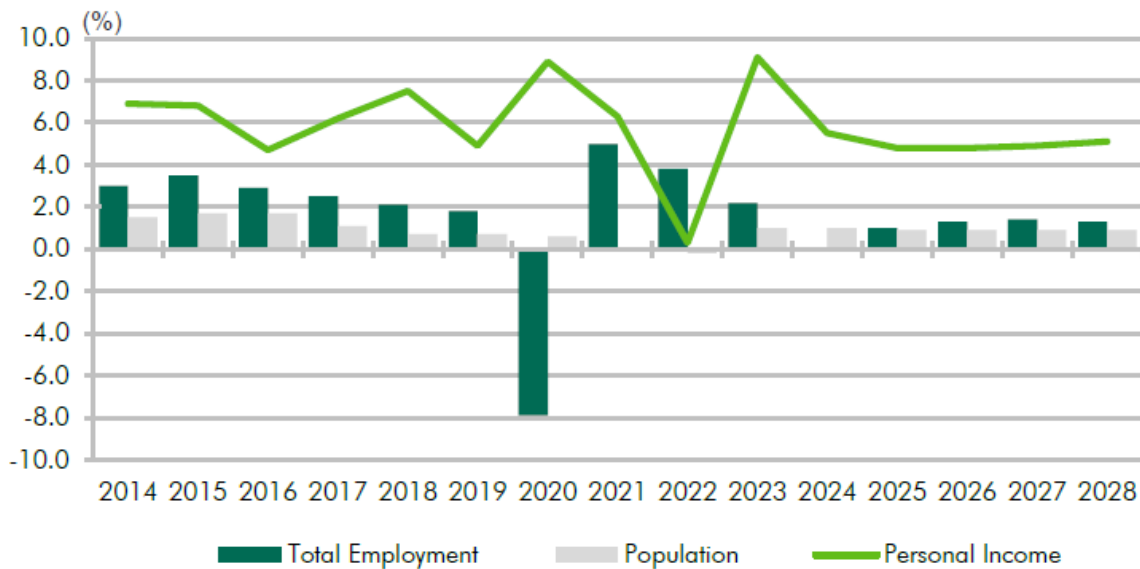
NAICS Category	Level (x 1000)	Location Quotient	Avg Annual Growth Rates (%)					
			Last 5 Years		Last 12 Mos.		Next 5 Years	
			Metro	U.S.	Metro	U.S.	Metro	U.S.
Agriculture & Mining	1	0.21	-4.7	-2.6	0.0	5.2	-1.9	-1.1
Construction	88	1.37	3.7	1.7	9.4	2.7	1.3	0.6
Manufacturing	127	1.21	-0.1	0.4	-0.6	0.8	0.7	0.3
Wholesale Trade	56	1.13	-0.4	0.7	-1.6	1.2	-0.3	-0.1
Retail Trade	118	0.94	-0.2	-0.2	2.0	0.3	0.6	0.5
Transportation & Warehousing	53	0.90	5.0	3.8	-0.2	-0.1	0.4	0.8
Information	29	1.19	2.9	1.4	4.6	-2.0	1.2	0.6
Financial Activities	78	1.05	1.3	1.2	1.7	1.0	0.4	0.2
Prof. & Business Svcs.	206	1.11	2.2	1.8	2.9	1.3	0.8	0.8
Education & Health	192	0.93	0.7	1.5	3.7	4.1	1.2	1.0
Hospitality & Leisure	123	0.91	-0.4	0.4	6.2	4.5	2.2	2.2
Other Services	43	0.91	0.3	0.2	4.1	2.5	1.3	0.9
Government	153	0.83	0.6	0.3	1.9	2.6	0.7	0.4
Total	1,268	n/a	1.0	1.0	2.9	2.1	0.9	0.8

Source: Oxford Economics, CBRE Econometric Advisors

## ECONOMIC DRIVERS OF DEMAND

Population, personal income, and most importantly, total employment are the primary economic drivers of retail demand. The graph below shows the annual growth rates of these variables from 2014 through year-end 2028.

### Total Employment, Population, and Personal Income Growth

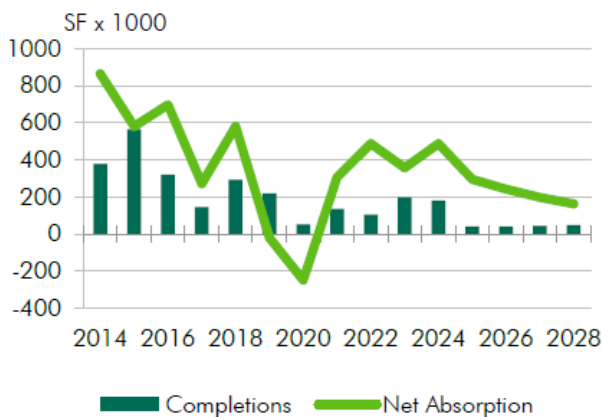


### PORTLAND ANNUAL HISTORY & FORECAST

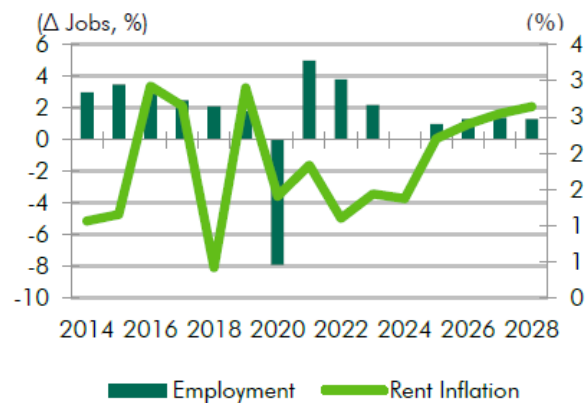
Presented below is our six-year forecast for the Portland neighborhood, community, and strip center retail market. Historical measures are provided back to 2014. Market data through the 3rd quarter of 2023 are included in the year-end 2023 estimates.

Total employment in the Portland metro area grew by 80,800 jobs during the 2017-2022 period. Total employment in the Portland metro area is projected to grow by 92,200 jobs during the 2023-2028 period. During the same time period, new supply is expected to average 93,300 square feet, while net absorption is expected to average 290,000 square feet, out-pacing new supply. Availability rates are expected to improve to 2.5%, while rents are forecasted to rise to \$26.01.

#### Completions vs. Net Absorption



#### Total Employment Growth vs. Rent Inflation



## Portland Annual History &amp; Forecast: 2014 - 2028

Year	Total Employment (x 1000)	Personal Income (\$ billions)	Total Inventory (sf x 1000)	Completions (sf x 1000)	Est. Avail. Rate (%)	Est. Net Absorption (sf x 1000)	EA Asking Rent (\$/sf)	Rent Inflation (%)
<b>History</b>								
2014	1,089	96.2	38,749	379	8.2	864	19.91	1.1
2015	1,127	102.7	39,314	565	8.0	580	20.14	1.2
2016	1,160	107.5	39,634	320	6.9	697	20.73	2.9
2017	1,189	114.2	39,779	145	6.5	272	21.28	2.7
2018	1,214	122.8	40,072	293	5.7	581	21.37	0.4
2019	1,236	128.8	40,291	219	6.2	-20	21.99	2.9
2020	1,138	140.2	40,343	52	7.0	-248	22.30	1.4
2021	1,195	149.1	40,478	135	6.4	307	22.71	1.8
2022	1,240	149.6	40,582	104	5.4	487	22.96	1.1
<b>Forecast</b>								
2023	1,268	163.2	40,780	198	5.0	356	23.29	1.4
2024	1,268	172.2	40,960	180	4.2	487	23.61	1.4
2025	1,281	180.4	41,001	40	3.6	295	24.13	2.2
2026	1,297	189.1	41,045	41	3.1	242	24.71	2.4
2027	1,316	198.4	41,091	44	2.7	198	25.34	2.6
2028	1,333	208.5	41,142	48	2.5	162	26.01	2.6

## PORTLAND RETAIL SALES

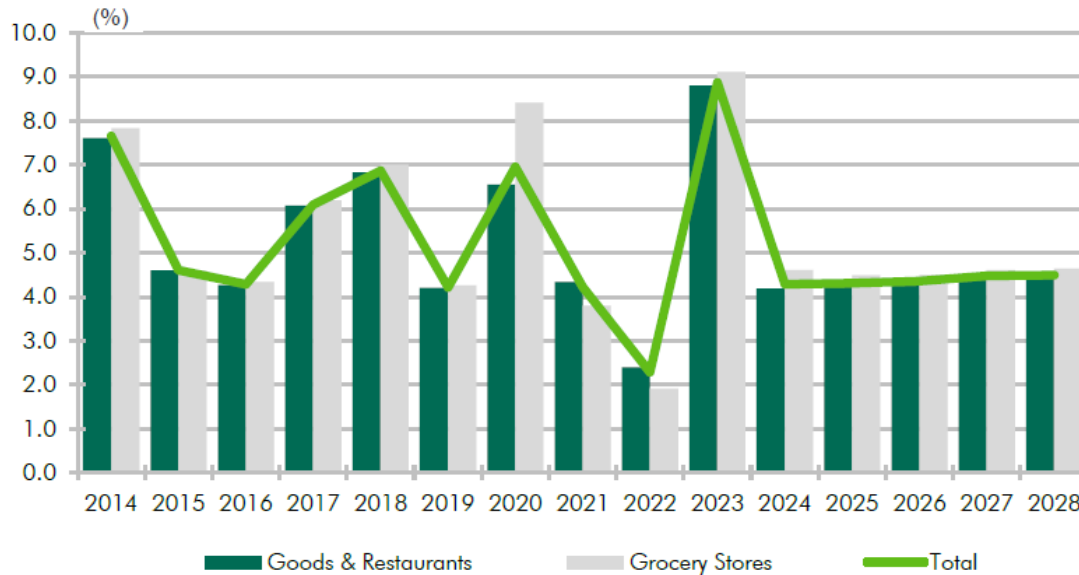
Total retail sales for Portland is estimated at \$43.30 billion - accounting for 1.57% of the nation's total retail sales. Over the last 5 years, retail sales in Portland have grown at an annual rate of 5.3%. Our forecasts show retail sales for Portland will continue to grow at an annual rate of 4.4% over the next 5 years.

Presented below is our six-year forecast for the Portland retail market. Historical measures are provided going back to 2014.

### Portland Retail Sales History & Forecast: 2014-2028

Year	Retail Sales (Millions of \$)			Sales per Square Foot (\$/SF)	Sales per Capita (\$)
	Shopping Goods & Restaurants	Grocery Stores	Total		
History					
2014	21,400.4	5,925.0	27,325.4	705	11,571
2015	22,385.3	6,197.4	28,582.7	727	11,903
2016	23,341.0	6,466.2	29,807.2	752	12,203
2017	24,757.3	6,866.1	31,623.4	795	12,810
2018	26,447.5	7,346.7	33,794.2	843	13,593
2019	27,558.4	7,659.8	35,218.2	874	14,066
2020	29,363.3	8,303.7	37,667.0	934	14,959
2021	30,636.4	8,619.2	39,255.6	970	15,604
2022	31,369.1	8,783.6	40,152.7	989	15,984
Forecast					
2023	34,130.5	9,584.0	43,714.5	1,072	17,228
2024	35,559.7	10,025.8	45,585.5	1,113	17,780
2025	37,073.2	10,476.1	47,549.3	1,160	18,379
2026	38,672.3	10,947.0	49,619.3	1,209	19,012
2027	40,388.6	11,451.4	51,840.0	1,262	19,689
2028	42,183.7	11,982.9	54,166.6	1,317	20,391

### Portland Retail Sales Growth



## PORTLAND RETAIL MARKET SNAPSHOT – SUBMARKET DETAIL

Submarket	Inventory		Completions		Net Absorption		Availability Rate		Asking Rents		EA Asking Rent Curr Qtr (\$/SF)
	Stock (SF x 1000)	Share (%)	Curr Qtr (SF x 1000)	YTD (SF x 1000)	Curr Qtr (SF x 1000)	YTD (SF x 1000)	Curr Qtr (%)	YTD Chg (BPS)	Curr Qtr (\$/SF)	Net or Gross	
Central Portland	8,506	20.9	0	0	42	50	6.0	-60	20.5	Net	19.90
Columbia Co	442	1.1	0	0	-1	-2	1.4	20	15.0	Net	19.52
North Clark Co	801	2.0	9	9	11	16	0.9	-110	16.5	Net	24.62
Outer Clackamas Co	1,069	2.6	0	0	-2	-8	3.2	50	23.4	Net	21.16
South Portland/Oregon City	6,726	16.5	0	0	27	12	4.4	-20	25.7	Net	24.48
Vancouver	8,175	20.1	0	15	15	-20	5.8	40	25.3	Net	24.26
West Portland/Beaverton	13,388	32.9	6	39	45	103	5.7	-50	25.3	Net	24.97
West Washington Co	581	1.4	0	0	1	-3	0.5	0	n/a	n/a	15.44
Yamhill Co	957	2.4	0	0	-1	2	1.5	-50	15.9	Net	17.70
<b>Total: Portland</b>	<b>40,645</b>	<b>100.0</b>	<b>15</b>	<b>63</b>	<b>137</b>	<b>150</b>	<b>5.2</b>	<b>-20</b>	<b>23.8</b>	<b>Net</b>	<b>23.21</b>

The subject is located in the Columbia County submarket. As shown above, the availability rate of 1.4% for the subject's submarket is lower than the current Portland metro area average of 5.2%. The average asking rate is \$19.52/SF, which is lower than the Portland average of \$23.21/SF. Overall, the subject submarket is considered stable.

## SUBJECT ANALYSIS

The market analysis has examined historical and current supply and demand trends for the subject property type on market and submarket levels. The final step will be to draw conclusions from the market data and analyses based on their perceived influence on the subject property.

The subject's larger parcel includes secondary exposure to Highway 30 based on its setback location slightly to the west. It's irregular shape also provides some negative appeal; however, there is a lack of development land with similar access/exposure to Highway 30. The larger parcel has access to public utilities and the topography is generally level, but would likely require some grading work (based on hypothetical condition). Overall, the subject larger parcel is considered an average commercial site for development and the most likely buyer is concluded to be a developer.

As a standalone site, the subject lot has reduced functional utility based on its lack of non-emergency access.

## Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

The highest and best use analysis of the subject is discussed below.

### AS VACANT

As a standalone site, the subject's lack of non-emergency access places downward pressure on functional utility. Based on this, assemblage is best supported for the subject as this will result in greater utilization of the subject and warrants a higher land value. Regarding assemblage, the subject lot could either be assembled with the adjacent office property to the southwest or the commercial vacant land property to the northeast/southeast. Assembled with the commercial land property is best supported noting that this property generally has superior exposure to Highway 30 and also superior access considering its roadway frontage. Based on this, highest and best use considerations support assemblage with the adjacent commercial land property as opposed to the adjacent office property as this would yield a higher assemblage value.

As noted in the Zoning Analysis section, the legal factors impacting the subject's larger parcel generally support a commercial use. Regarding physical characteristics, the larger parcel site area has an irregular shape, generally level topography with average access and average to good exposure. Development utility is somewhat negatively influenced by the on-site fire access easement over the property and to the adjacent residential subdivision; however, this easement is outside the subject lot area. The immediate area is developed with various commercial uses along the arterials, with a supporting residential base. Based on our observations of land development trends for sites with similar zoning and physical characteristics as the subject and analysis of current supply/demand trends, the highest and best use of the subject site's larger parcel as-vacant is most likely a commercial use.

However, there are economic indicators that development may be more difficult. Any new development would have to give consideration to current economic factors, such as the federal reserve increases and cost of debt, as well as high construction costs. A developer is more constrained on feasibility as compared to beginning of 2022, indicating that development may be more difficult. Recent increases in financing costs will impact feasibility, reducing the likelihood of speculative development at least in the near term.

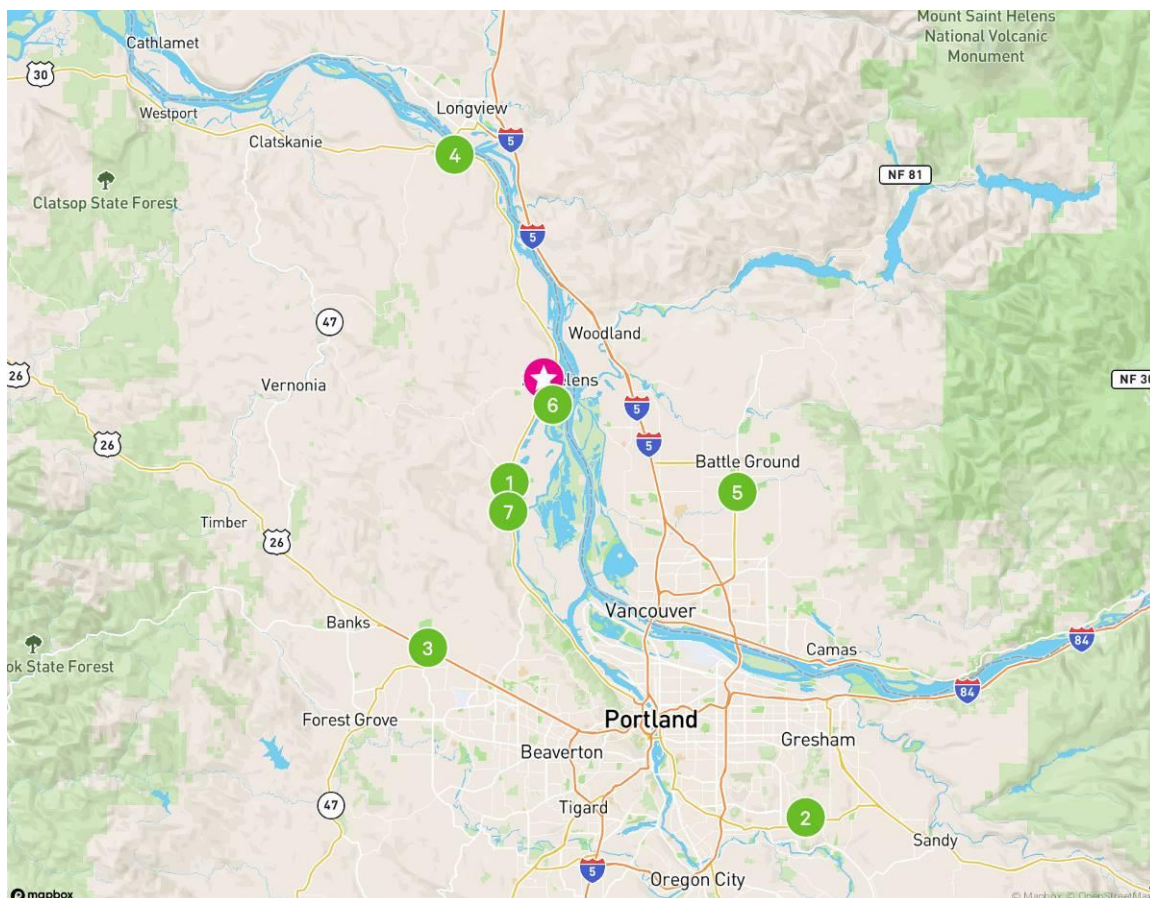
## Land Value

Within this section, the subject is analyzed as a portion of the larger property to be assembled. From this, a value will then be allocated to the subject. Finally, the contributory value of the assemblage will be concluded taking into consideration the marketability and functional utility of the subject lot to the larger property.

A thorough search was made for similar land sales in terms of proximity to the subject, size, location, development potential, and date of sale. In selecting comparables, emphasis was placed on confirming recent sales of commercial sites that are similar to the subject’s larger parcel in terms of location and physical characteristics (analyzed as raw land; see Hypothetical Condition). Due to limited sales of similar size, location and physical characteristics, this required expanding the comparable search to properties outside the local area. Overall, the sales selected represent the best comparables available for this analysis.

The most relevant unit of comparison is the price per square foot unit value. This indicator best reflects the analysis used by buyers and sellers in this market for land with similar utility and zoning in this marketplace.

The following map and table summarize the comparable data used in the valuation of the subject site. A detailed description of each transaction is included in the addenda.



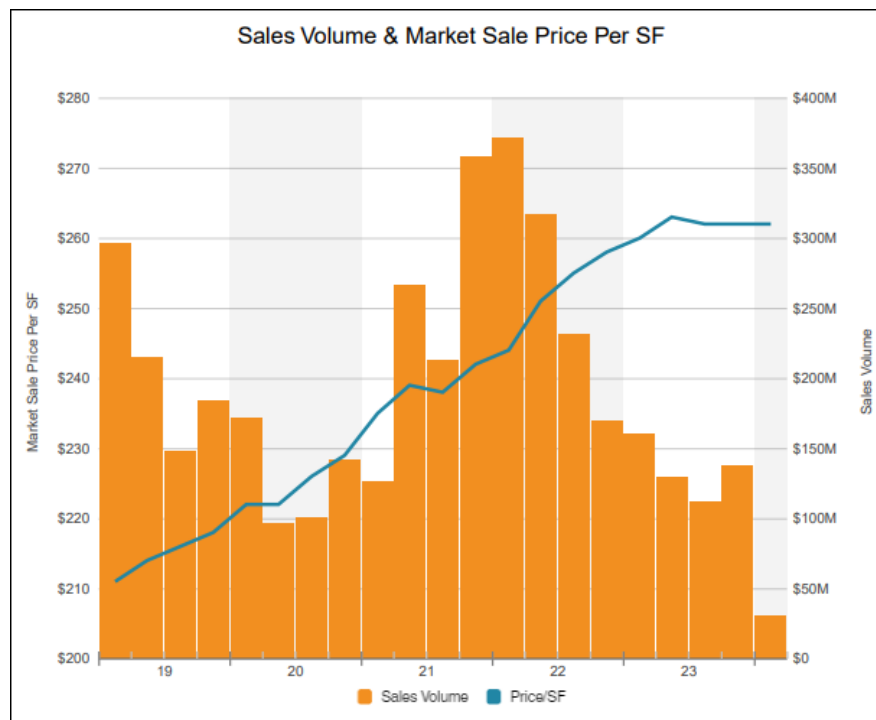
SUMMARY OF COMPARABLE LAND SALES									
No.	Property Location	Transaction Type	Date	Interest Transferred	Zoning	Actual Sale Price	Adjusted Sale Price <sup>1</sup>	Size (SF)	Price Per SF
1	Commercial Lot 52877 Columbia River Hwy Scappoose, OR 97056	Available/ Listing	Jan-24	Fee Simple/Freehold	General Commercial (C)	\$699,000	\$699,000	43,560	\$16.05
2	Commercial Land 14530 SE 202nd Avenue Damascus, OR 97089	Sale	Oct-23	Fee Simple/Freehold	RC (Rural Commercial)	\$950,000	\$950,000	99,753	\$9.52
3	Retail Development Site 31047 NW Highland Ct North Plains, OR 97133	Sale	Oct-23	Fee Simple/Freehold	C-2	\$1,050,000	\$1,050,000	72,745	\$14.43
4	Commercial Lot 29287 Washington Way Rainier, OR 97048	Sale	Jul-22	Fee Simple/Freehold	General Commercial (C-2)	\$275,000	\$275,000	19,571	\$14.05
5	Commercial Site East of NE 120th Ave at NE 177th Cir Battle Ground, WA 98604	Sale	Aug-21	Fee Simple/Freehold	Regional Center (RC)	\$1,100,000	\$1,100,000	110,642	\$9.94
6	Commercial Lot 2034 St. Helens St St. Helens, OR 97051	Sale	Aug-20	Fee Simple/Freehold	Houlton Business District (HBD)	\$99,500	\$99,500	8,415	\$11.82
7	Commercial Land 51537 SE 2nd Street Scappoose, OR 97056	Sale	Aug-19	Fee Simple/Freehold	EC (Expanded Commercial)	\$750,000	\$750,000	83,635	\$8.97
Subject	East of Kelley Street St. Helens, OR 97051	---	---		General Commercial (GC)	---	---	104,501 (Lg. Parcel)	---
<sup>1</sup> Adjusted sale price for cash equivalency and/or development costs (where applicable)									
Compiled by CBRE									

## COMPARABLE ADJUSTMENTS

### Transactional Adjustments

Dollar adjustments to the comparable sales were considered and made when warranted for transactional adjustments including property rights transferred, financing terms, conditions of sale, expenditures after purchase such as demolition costs and market conditions.

The following table summarizes value trends for improved commercial/retail properties within the Portland MSA according to CoStar. This will be used to support a market conditions adjustment for the comparable land sales.



Based on information provided by CoStar, retail values have increased 25.1% over the last five years, or 5.0% per year. It is noted that values have been more or less stable over the last year which correlates with high interest rates.

While retail values have increased over the last five years, it is also true that construction costs have also significantly increased during this time, and that this may be more than offset by increasing values.

Comparable 3 analyzed ahead provides some evidence of a market conditions adjustment, noting that this property sold in July 2021 for \$1M, and then again in October 2023 for \$1.05M, indicating a market conditions adjustment of 5.0%, or 2.3% per year. Overall, an upward 3.0% market conditions adjustment is concluded to reflect conditions as of the effective date of this report.

Comparable 1 is a listing and is adjusted downward 10% (conditions of sale adjustment) for buyer/seller negotiations (typical).

## Property Adjustments

As commercial real estate markets often are imperfect in nature, the comparable sales are analyzed based on qualitative comparison. The adjustments are subjective, but are based on market evidence as well as the appraiser’s judgment, experience and research. The adjustments are not derived through quantitative analysis techniques, such as paired sale or regression analysis, as the data does not exist in a manner that would provide reliable results. As such, the adjustments made on a percentage basis are conveying the applied degree of subjective adjustments and are not the result of quantitative analysis.

In addition to the quantitative analysis, the comparables will also be analyzed based on a qualitative analysis. The results of the qualitative and quantitative analysis will then be reconciled into a final opinion of value.

#### Site Size

The subject includes a total site size of 0.22 acres; however, as was noted the subject is analyzed as a portion of a larger parcel totaling 2.40 acres (104,501 sq. ft.). As such, the adjustment for site size will be based on the larger parcel size.

## DISCUSSION/ANALYSIS OF LAND SALES

### Land Sale One (\$16.05/SF – unadjusted)

This is the listing of a 1.77-acre site located at the southwest corner of Hwy 30 and Scappoose-Vernonia Hwy (signaled intersection). It is noted that access is not allowed from either Hwy 30 to the east nor the Scappoose-Vernonia Hwy to the north. Instead, access is provided by NW 1st Street, which is an unimproved collector street terminating at the comparable's southern boundary. Roughly 365 feet is unimproved until transitioning to pavement to the south. Furthermore, South Scappoose Creek is located to the west, and one acre is estimated to be developable due to wetlands. Of this, roughly 2/3rd are estimated to be located within the 100-year floodplain. All public utilities are provided to the site. Zoning is General Commercial (C). Multi-family development is allowed per the C zone; however, not within the Scappoose Creek Floodplain. This suggests that the most likely use of the site, if developed, would be a commercial use. The property was last sold in 2015 for \$295,000. It was then re-listed in 2017 for \$300,000 before being withdrawn one year later. The comparable has been back on the market with a new list price of \$699,000 since October 2022. According to the listing broker, no offers have yet been received. Reportedly, the site's access issues have discouraged several potential buyers.

A downward adjustment is warranted for superior conditions of sale (downward adjustment for buyer/seller negotiations noting that this is a listing). A downward adjustment is also warranted for a smaller site size (relative to the subject's larger parcel size; size adjustment considers economies of scale). Finally, a downward adjustment is warranted for a slightly superior location in Scappoose, recognizing a superior proximity to the Portland metro area. These factors are partially offset by an inferior development utility recognizing its location in the floodplain. Exposure along Highway 30 is superior; however, access is considered inferior. Overall, based on its superior characteristics, Comparable 1 is concluded a high indicator of the subject and a net downward adjustment is warranted.

### Land Sale Two (\$9.52/SF – unadjusted)

This is the October 2023 sale of a 2.29-acre site with primary frontage along SE 202nd Avenue and limited corner frontage along Highway 212 in Damascus, OR. SE 202nd Avenue is a rural two lane road at the comparable that is improved with one lane in each direction, pavement and soft shoulder. Highway 212 is a major arterial providing access to Clackamas and I-205 to the

west. The site is irregular in shape, generally level and zoned RC (rural commercial) within Clackamas County with all utilities available to the site. The property was listed for \$1,199,999 in March 2023. The list price was decreased to \$950,000 in May 2023 before selling for \$895,000 in October 2023 for a total marketing period of roughly five months. The buyer plans to construct a building for their equipment sales business. It is noted that the property includes a small commercial building situated towards the north and adjacent to the highway. This is a small building in poor condition and does not contribute to value. Demolition costs are also estimated to be nominal.

Based on an older sale date and inferior exposure (higher traffic counts along Highway 30 at the subject compared to Highway 212 at the comparable), but partial offsetting due to a superior location within the metro area, Comparable 2 is concluded a low indicator and a net upward adjustment is warranted.

#### Land Sale Three (\$14.43/SF – unadjusted)

This is the October 2023 sale of a 1.67-acre site located near Highway 26 within the City of North Plains. The site is located behind a McDonald's near the highway on/off-ramp. Exposure from the highway is limited. The site is generally level, includes a slightly irregular shape (but adequate for development) and is slightly down sloping to the rear/south of the site based on a wetland area further to the south. As a result of the wetland area to the south, grading/fill along the back of the site will be required to elevate above the floodplain. This area may also require soil stability (based on the slope) to develop structural improvements at this area. The property was listed for \$1.15M and was on the market roughly two months before selling for \$1.05M. The buyer intends to develop a car wash at the property. It's noted that this property previously sold for \$1M in July 2021. Based on the prior and most recent sale price, this indicates an appreciation rate of 2.2% per year (compounded).

Based on a superior location, but partial offsetting due to an inferior sale date, inferior exposure and inferior development utility (based on areas within the floodplain), Comparable 3 is concluded a high indicator and a net downward adjustment is warranted.

#### Land Sale Four (\$14.05/SF – unadjusted)

This is the July 2022 sale of a 0.45-acre commercial lot located along Hwy 30 within Rainier, OR. The site is generally level with a rectangular shape. The comparable has good highway exposure; however, the site is setback roughly 85 feet from the highway. Access is provided by a collector street which dead-ends a short distance to the west. The site is zoned General Commercial (C-2). Allowed uses include a wide range of retail/commercial and mixed-use residential. The site is located adjacent to a gas station. The property was previously used as a parking lot. There is an older billboard sign on the property of no value. Water/sewer will need to be extended for development and is located roughly 200 feet from the east. The property was originally listed at \$350,000, and was on the market 18 months before selling to the owner of the adjacent gas station for \$275,000. CBRE attempted to confirm the sale with the listing broker,

but was unsuccessful. The comparable was confirmed by RMLS, CoStar and the Columbia County Assessor.

Based on a smaller site size and superior development utility (improved as a parking lot at time of sale), but partial offsetting due to an inferior sale date and inferior location (Rainier), Comparable 4 is concluded a high indicator of the subject and a net downward adjustment is warranted.

#### **Land Sale Five (\$9.94/SF – unadjusted)**

This is the August 2021 sale of a 2.54-acre commercial site zoned Regional Commercial (RC), and is located in Battle Ground with primary frontage/exposure along Highway 503. However, it is noted that the site does not include direct access to Highway 503. The site is level, has an irregular shape (but sufficient for development), and is provided all public utilities. Access is provided by a collector street/NE 120th Avenue at the western property line. The property was on the market roughly 18 months with a list price of roughly \$1.4 million according to the listing broker, and sold to a developer for roughly \$1.1 million for the development of a RV sale and service center. It is noted that this is different to the recorded purchase price of \$1,398,900 according to the County Assessor, which the broker reported to be incorrect. For the purpose of this analysis the purchase price reported by the broker is assumed correct. Furthermore, it is noted that the buyer preceded to assemble the adjacent properties to the north (excluded from this analysis) up to SW 40th Street, so that the larger parcel included a corner lot on Highway 503.

Based on an older sale date and inferior location (based on a rural area), Comparable 5 is concluded a low indicator and a net upward adjustment is warranted.

#### **Land Sale Six (\$11.82/SF – unadjusted)**

This is the August 2020 sale of a 0.19-acre commercial lot located along St. Helens Street, a short distance east of Highway 30 within the City of St. Helens. The site is level, at street grade and includes an irregular shape with good exposure to the adjacent street. The site is zoned Houlton Business District (HBD), and allowed uses include both retail/commercial, SFR and duplexes. Multi-family is a conditional use. The buyer purchased the site to build a brewery. It was noted that this site, together with the adjacent 0.38-acre lot to the west, have been listed for sell by the same seller on and off the market several times over the last several years preceding the sale. It was noted that the buyer would need to construct driveway access over the adjacent property to the west to St. Helens Street as the comparable lot did not have legal access from the roadway. Reportedly, this was factored into the purchase price. Subsequent to the transaction, the buyers offered to purchase the adjacent 0.38-acre lot in 2021 for \$4.83/SF, which the seller accepted. Reportedly, the seller was motivated and the buyer was aware of this and offered a low amount.

Development utility is concluded to be more or less similar (buyer required to build a driveway over the adjacent property for access, but otherwise considered a pad site). Based on an inferior sale date, but partial offsetting due to a smaller site size, Comparable 6 is concluded a low indicator and a net upward adjustment is warranted.

### Land Sale Seven (\$8.97/SF – unadjusted)

This is the August 2019 sale of a 1.92-acre commercial land site located along SE 2nd Street and Columbia River Highway in Scappoose, OR. The site has a rectangular shape, is generally level and is zoned EC (expanded commercial) within the city of Scappoose with all utilities available to the site. The property has good exposure along Columbia River Highway; however, only access is available along SE 2nd Street because of a rail line that runs north/south along the east side of the highway. It sold in August 2019 for \$750,000 or \$8.97/SF. The site had two outbuildings and a large barn that were given no value and will be demolished. The buyer plans to construct an 80-unit apartment.

Based on an older sale date and inferior access, but partial offsetting due to a superior location in Scappoose, Comparable 7 is concluded a low indicator and a net upward adjustment is warranted.

## SUMMARY OF ADJUSTMENTS

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

LAND SALES ADJUSTMENT GRID								
Comparable Number	1	2	3	4	5	6	7	Subject
Transaction Type	Available/Listing	Sale	Sale	Sale	Sale	Sale	Sale	---
Transaction Date	Jan-24	Oct-23	Oct-23	Jul-22	Aug-21	Aug-20	Aug-19	---
Interest Transferred	Fee	Fee	Fee	Fee	Fee	Fee	Fee	---
	Simple/Freehold	Simple/Freehold	Simple/Freehold	Simple/Freehold	Simple/Freehold	Simple/Freehold	Simple/Freehold	
Zoning	General Commercial (C)	RC (Rural Commercial)	C-2	General Commercial (C-2)	Regional Center (RC)	Houlton Business District (HBD)	EC (Expanded Commercial)	General Commercial (GC)
Actual Sale Price	\$699,000	\$950,000	\$1,050,000	\$275,000	\$1,100,000	\$99,500	\$750,000	---
Adjusted Sale Price <sup>1</sup>	\$699,000	\$950,000	\$1,050,000	\$275,000	\$1,100,000	\$99,500	\$750,000	---
Size (Acres)	1.00	2.29	1.67	0.45	2.54	0.19	1.92	2.40
Size (SF)	43,560	99,753	72,745	19,571	110,642	8,415	83,635	104,501
Price Per SF	\$16.05	\$9.52	\$14.43	\$14.05	\$9.94	\$11.82	\$8.97	---
Price (\$ PSF)	\$16.05	\$9.52	\$14.43	\$14.05	\$9.94	\$11.82	\$8.97	
Property Rights Conveyed	0%	0%	0%	0%	0%	0%	0%	
Financing Terms <sup>1</sup>	0%	0%	0%	0%	0%	0%	0%	
Conditions of Sale	-10%	0%	0%	0%	0%	0%	0%	
Market Conditions (Time)	0%	1%	1%	5%	7%	10%	13%	
Subtotal	\$14.45	\$9.62	\$14.57	\$14.75	\$10.64	\$13.00	\$10.14	
Size	-5%	0%	0%	-5%	0%	-5%	0%	
Access/Exposure	0%	10%	5%	0%	0%	0%	5%	
Location	-5%	-5%	-15%	5%	5%	0%	-5%	
Zoning/Density	0%	0%	0%	0%	0%	0%	0%	
Development Utility	5%	0%	5%	-10%	0%	0%	0%	
Total Other Adjustments	-5%	5%	-5%	-10%	5%	-5%	0%	
Value Indication for Subject	\$13.72	\$10.10	\$13.85	\$13.28	\$11.17	\$12.35	\$10.14	
Absolute Adjustment	25%	16%	26%	25%	12%	15%	23%	

<sup>1</sup> Adjusted sale price for cash equivalency and/or development costs (where applicable)  
Compiled by CBRE

## CONCLUSION

Unadjusted, the comparables indicate a range of \$8.97 to \$16.05/SF. Based on the preceding qualitative analysis, the subject is concluded to be bracketed by Comparables 4 and 6, which indicate a narrower range of \$11.82 to \$14.05/SF. A value towards the lower end of the bracketing range appears to be more supported considering that Comparable 6 includes a more similar location.

After the transaction/property adjustments are made, the comparables indicate a narrower range of \$10.10 to \$13.85/SF. Primary weight of a value conclusion is given to Comparables 2, 5 and 6, as these are concluded most similar to the subject based on a lower gross adjustment. These indicate a narrower value range of \$10.10 to \$12.35/SF. The remaining comparables are considered secondary and supporting of value conclusion.

Based on the above analysis, a value of **\$12.00/SF** is concluded for the subject's larger parcel. This indicates an allocated value for the subject, as apart of the larger parcel, of \$114,998 (\$12.00/SF X 9,583 SF).

A discount may also be warranted to incentivize the owner of the adjacent commercial land property to purchase and assemble the subject lot. The level of discount will depend on the relevant bargaining power of both the buyer and seller. Factors which place upward pressure on the discount include a narrowed buyer pool (either the commercial land property to the northeast/southeast, or the offced property to the southwest). Factors which place downward pressure on the discount include positive functional utility for expansion of either property, and presumably higher utility for the commercial land property based on overall higher exposure to Highway 30. It also stands to reason that if the property is critical to the assemblage, the assemblagor may be willing to pay above its contributory value; however, in the subject case the narrowed buyer pool and location in the City of St. Helens is likely to result in a value lower than the contributory value.

Overall, considering the limited marketability of the subject, but also positive functional utility for expansion, a discount of **50%** is concluded for the purpose of this analysis. Therefore, the subject is concluded to have an assemblage value of **\$6.00/SF** (\$12.00/SF X 50%). The following table presents the valuation conclusion:

CONCLUDED LAND VALUE				
\$ PSF		Subject SF		Total
\$6.00	x	9,583	=	\$57,499
<b>Rounded:</b>				<b>\$57,000</b>
		(Rounded \$ PSF)		\$5.95
Compiled by CBRE				

## Reconciliation of Value

In the sales comparison approach, the subject is compared to similar properties that have been sold recently or for which listing prices or offers are known. The sales used in this analysis are considered comparable to the subject, and the required adjustments were based on reasonable and well-supported rationale. In addition, market participants are currently analyzing purchase prices on similar properties as they relate to available substitutes in the market. Therefore, the sales comparison approach is considered to provide a reliable value indication.

The subject value was estimated based on assemblage with the adjacent commercial land property to the northwest/southwest. The indicated value was based on the subject site as a portion of the larger property. Furthermore, we estimated the assemblage value lower than the contributory value of the land based on a limited buyer pool, but also considering positive functional utility of the subject land for expansion with the assemblage property. While the level of assemblage discount is considered speculative, the analysis took into consideration the relevant negotiation power of both the buyer and seller and also current market conditions. Overall, the discount is considered reasonable.

Based on the foregoing, the market value of the subject has been concluded as follows:

<b>MARKET VALUE CONCLUSION</b>			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Hypothetical Market Value	Fee Simple Estate	January 24, 2024	\$57,000
Compiled by CBRE			

## Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
  - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
  - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
  - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
  - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
  - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
  - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
  - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
  - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently, nor super-efficiently.
  - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
  - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property, nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report and any conclusions stated therein. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or on behalf of the client, property owner or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report and any conclusions stated therein. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including, without limitation, any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. This Report has been prepared in good faith, based on CBRE's current anecdotal and evidence-based views of the commercial real estate market. Although CBRE believes its views reflect market conditions on the date of this Report, they are subject to significant uncertainties and contingencies, many of which are beyond CBRE's control. In addition, many of CBRE's views are opinion and/or projections based on CBRE's subjective analyses of current market circumstances. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections. Further, other firms may have different opinions, projections and analyses, and actual market conditions in the future may cause CBRE's current views to later change or be incorrect. CBRE has no obligation to update its views herein if its opinions, projections, analyses or market circumstances later change.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge including, but not limited to, environmental, social, and governance principles ("ESG"), beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.

10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.
13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

**ADDENDA**

Addendum A

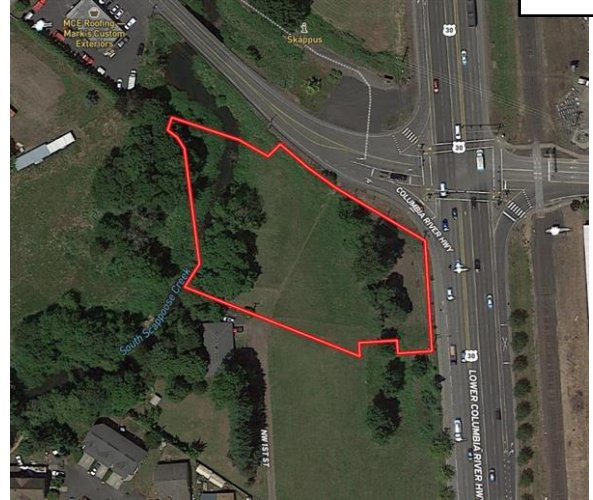
# LAND SALE DATA SHEETS

## Available/Listing

## Land - Retail / Commercial

Item #7.

Property Name	Commercial Lot
Address	52877 Columbia River Hwy Scappoose, OR 97056
County	Columbia
Govt./Tax ID	28540
Land Area Net	1.000 ac/ 43,560 sf
Land Area Gross	1.770 ac/ 77,101 sf
Site Development Status	Raw
Utilities	All Available
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Irregular
Topography	Generally Level
Flood Zone Class	Zone AE
Flood Panel No./ Date	N/A
Zoning	General Commercial (C)
Entitlement Status	None



### Transaction Details

Type	Available/Listing	Primary Verification	Listing broker, confirmed January 2024
Interest Transferred	Fee Simple	Transaction Date	01/24/2024
Condition of Sale	None	Recording Date	N/A
Recorded Buyer	N/A	Sale Price	\$699,000
Buyer Type	N/A	Financing	N/A
Recorded Seller	URL DALE DEAN	Cash Equivalent	\$699,000
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	Jeff Yarbor, Keller Williams Realty Professionals, 503.396.0121	Adjusted Price	\$699,000
Doc #	N/A	<b>Adjusted Price / ac and / sf</b>	<b>\$699,000 / \$16.05</b>
		<b>Adjusted Price/ FAR</b>	<b>N/A</b>
		<b>Adjusted Price/ Unit</b>	<b>N/A</b>

### Comments

This is the listing of a 1.77-acre site located at the southwest corner of Hwy 30 and Scappoose-Vernonia Hwy (signaled intersection). It is noted that access is not allowed from either Hwy 30 to the east nor the Scappoose-Vernonia Hwy to the north. Instead, access is provided by NW 1st Street, which is an unimproved collector street terminating at the comparable's southern boundary. Roughly 365 feet is unimproved until transitioning to pavement to the south. Furthermore, South Scappoose Creek is located to the west, and one acre is estimated to be developable due to wetlands. Of this, roughly 2/3rd are estimated to be located within the 100-year floodplain. All public utilities are provided to the site. Zoning is General Commercial (C). Multi-family development is allowed per the C zone; however, not within the Scappoose Creek Floodplain. This suggests that the most likely use of the site, if developed, would be a commercial use. The property was last sold in 2015 for \$295,000. It was then re-listed in 2017 for \$300,000 before being withdrawn one year later. The comparable has been back on the market with a new list price of \$699,000 since October 2022. According to the listing broker, no offers have yet been received. Reportedly, the site's access issues have discouraged several potential buyers.

## Sale

## Land - Retail / Commercial

Item #7.

Property Name	Commercial Land
Address	14530 SE 202nd Avenue Damascus, OR 97089
County	Clackamas
Govt./Tax ID	23E09B 00800
Land Area Net	2.290 ac/ 99,753 sf
Land Area Gross	2.290 ac/ 99,753 sf
Site Development Status	Raw
Utilities	Public
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Irregular
Topography	Generally Level
Flood Zone Class	Zone X (Unshaded)
Flood Panel No./ Date	41005C0062D/ Jun 2008
Zoning	RC (Rural Commercial)
Entitlement Status	N/A



### Transaction Details

Type	Sale	Primary Verification	Kaycee Mogel, 503-381-5362
Interest Transferred	Fee Simple	Transaction Date	10/31/2023
Condition of Sale	Arm's Length	Recording Date	10/31/2023
Recorded Buyer	BLAINE LAND OF DAMASCUS LLC	Sale Price	\$950,000
Buyer Type	End User	Financing	All Cash
Recorded Seller	Lab Holding Company, LLC	Cash Equivalent	\$950,000
Marketing Time	5 Month(s)	Capital Adjustment	\$0
Listing Broker	Kaycee Mogel	Adjusted Price	\$950,000
Doc #	2023-39428	<b>Adjusted Price / ac and / sf</b>	<b>\$414,847 / \$9.52</b>
		<b>Adjusted Price/ FAR</b>	<b>N/A</b>
		<b>Adjusted Price/ Unit</b>	<b>N/A</b>

### Comments

This is the October 2023 sale of a 2.29-acre site with primary frontage along SE 202nd Avenue and limited corner frontage along Highway 212 in Damascus, OR. SE 202nd Avenue is a rural two lane road at the comparable improved with one lane in each direction, pavement and soft shoulder. Highway 212 is a major arterial providing access to Clackamas and I-205 to the west. The site is irregular in shape, generally level and zoned RC (rural commercial) within Clackamas County with all utilities available to the site. The property was listed for \$1,199,999 in March 2023. The list price was decreased to \$950,000 in May 2023 before selling for \$895,000 in October 2023 for a total marketing period of roughly five months. The buyer plans to construct a building for their equipment sales business. It is noted that the property includes a small commercial building situated towards the north and adjacent to the highway. This is a small building in poor condition and does not contribute to value. Demolition costs are also estimated to be nominal.

## Sale

## Land - Retail / Commercial

Item #7.

Property Name	Retail Development Site
Address	31047 NW Highland Ct North Plains, OR 97133
County	Washington
Govt./Tax ID	R2060591, R2060590
Land Area Net	1.670 ac/ 72,745 sf
Land Area Gross	1.670 ac/ 72,745 sf
Site Development Status	Raw
Utilities	All Available
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Irregular
Topography	Generally Level
Flood Zone Class	Zone X (Shaded)
Flood Panel No./ Date	N/A
Zoning	C-2
Entitlement Status	None



### Transaction Details

Type	Sale	Primary Verification	Listing broker, confirmed 1/26/2024
Interest Transferred	Fee Simple	Transaction Date	10/13/2023
Condition of Sale	Arm's Length	Recording Date	10/13/2023
Recorded Buyer	Jameson Properties LLC	Sale Price	\$1,050,000
Buyer Type	Developer	Financing	All Cash
Recorded Seller	Highland Court LLC	Cash Equivalent	\$1,050,000
Marketing Time	23 Month(s)	Capital Adjustment	\$0
Listing Broker	Josh Haynes, Cresa, 503.784.8187	Adjusted Price	\$1,050,000
Doc #	2023-42790	<b>Adjusted Price / ac and / sf</b>	<b>\$628,743 / \$14.43</b>
		<b>Adjusted Price/ FAR</b>	<b>N/A</b>
		<b>Adjusted Price/ Unit</b>	<b>N/A</b>

### Comments

This is the October 2023 sale of a 1.67-acre site located near Highway 26 within the City of North Plains. The site is located behind a McDonald's near the highway on/off-ramp. Exposure from the highway is limited. The site is generally level, includes a slightly irregular shape (but adequate for development) and is slightly down sloping to the rear/south of the site based on a wetland area further to the south. As a result of the wetland area to the south, grading/fill along the back of the site will be required to elevate above the floodplain. This area may also require soil stability (based on the slope) to develop structural improvements at this area. The property was listed for \$1.15M and was on the market roughly two months before selling for \$1.05M. The buyer intends to develop a car wash at the property. It's noted that this property previously sold for \$1M in July 2021. Based on the prior and most recent sale price, this indicates an appreciation rate of 2.2% per year (compounded).

## Sale

## Land - Retail / Commercial

Item #7.

Property Name	Commercial Lot
Address	29287 Washington Way Rainier, OR 97048
County	Columbia
Govt./Tax ID	29502
Land Area Net	0.449 ac/ 19,571 sf
Land Area Gross	0.449 ac/ 19,571 sf
Site Development Status	Semi-Finished
Utilities	See comments
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Rectangular
Topography	Generally Level
Flood Zone Class	Zone X (Unshaded)
Flood Panel No./ Date	N/A
Zoning	General Commercial (C-2)
Entitlement Status	None



### Transaction Details

Type	Sale	Primary Verification	RMLS, CoStar, County Records
Interest Transferred	Fee Simple	Transaction Date	07/11/2022
Condition of Sale	None	Recording Date	07/11/2022
Recorded Buyer	WILSON OIL INC	Sale Price	\$275,000
Buyer Type	N/A	Financing	All Cash
Recorded Seller	H H & D C LP	Cash Equivalent	\$275,000
Marketing Time	18 Month(s)	Capital Adjustment	\$0
Listing Broker	N/A	Adjusted Price	\$275,000
Doc #	2022-6107	<b>Adjusted Price / ac and / sf</b>	<b>\$612,063 / \$14.05</b>
		<b>Adjusted Price/ FAR</b>	<b>N/A</b>
		<b>Adjusted Price/ Unit</b>	<b>N/A</b>

### Comments

This is the July 2022 sale of a 0.45-acre commercial lot located along Hwy 30 within Rainier, OR. The site is generally level with a rectangular shape. The comparable has good highway exposure; however, the site is setback roughly 85 feet from the highway. Access is provided by a collector street which dead-ends a short distance to the west. The site is zoned General Commercial (C-2). Allowed uses include a wide range of retail/commercial and mixed-use residential. The site is located adjacent to a gas station. The property was previously used as a parking lot. There is an older billboard sign on the property of no value. Water/sewer will need to be extended for development and is located roughly 200 feet from the east. The property was originally listed at \$350,000, and was on the market 18 months before selling to the owner of the adjacent gas station for \$275,000. CBRE attempted to confirm the sale with the listing broker, but was unsuccessful. The comparable was confirmed by RMLS, CoStar and the Columbia County Assessor.

## Sale

## Land - Retail / Commercial

Item #7.

Property Name	Commercial Site
Address	East of NE 120th Ave at NE 177th Cir Battle Ground, WA 98604
County	Clark
Govt./Tax ID	195384000, 195285000
Land Area Net	2.540 ac/ 110,642 sf
Land Area Gross	2.540 ac/ 110,642 sf
Site Development Status	Raw
Utilities	All Available
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Irregular
Topography	Generally Level
Flood Zone Class	Zone X (Unshaded)
Flood Panel No./ Date	N/A
Zoning	Regional Center (RC)
Entitlement Status	None



### Transaction Details

Type	Sale	Primary Verification	Aaron Signor, listing broker, confirmed 12/1/2022
Interest Transferred	Fee Simple	Transaction Date	08/17/2021
Condition of Sale	Arm's Length	Recording Date	08/17/2021
Recorded Buyer	MNM RIDGEFIELD LLC	Sale Price	\$1,100,000
Buyer Type	Developer	Financing	Cash to Seller
Recorded Seller	AMON HOLDINGS LLC	Cash Equivalent	\$1,100,000
Marketing Time	18 Month(s)	Capital Adjustment	\$0
Listing Broker	Aaron Signor, SBRE, 360.608.2277	Adjusted Price	\$1,100,000
Doc #	849074	<b>Adjusted Price / ac and / sf</b>	<b>\$433,071 / \$9.94</b>
		<b>Adjusted Price/ FAR</b>	<b>N/A</b>
		<b>Adjusted Price/ Unit</b>	<b>N/A</b>

### Comments

This is the August 2021 sale of a 2.54-acre commercial site zoned Regional Commercial (RC), and is located in Battle Ground with primary frontage/exposure along Highway 503. However, it is noted that the site does not include direct access to Highway 503. The site is level, has an irregular shape (but sufficient for development), and is provided all public utilities. Access is provided by a collector street/NE 120th Avenue at the western property line. The property was on the market roughly 18 months with a list price of roughly \$1.4 million according to the listing broker, and sold to a developer for roughly \$1.1 million for the development of a RV sale and service center. It is noted that this is different to the recorded purchase price of \$1,398,900 according to the County Assessor, which the broker reported to be incorrect. For the purpose of this analysis the purchase price reported by the broker is assumed correct. Furthermore, it is noted that the buyer preceded to assemble the adjacent properties to the north (excluded from this analysis) up to SW 40th Street, so that the larger parcel included a corner lot on Highway 503.

# Sale

# Land - Retail / Commercial

Item #7.

Property Name	Commercial Lot
Address	2034 St. Helens St St. Helens, OR 97051
County	Columbia
Govt./Tax ID	10457
Land Area Net	0.193 ac/ 8,415 sf
Land Area Gross	0.193 ac/ 8,415 sf
Site Development Status	Raw
Utilities	All Available
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Irregular
Topography	Generally Level
Flood Zone Class	Zone X (Unshaded)
Flood Panel No./ Date	N/A
Zoning	Houlton Business District (HBD)
Entitlement Status	None



## Transaction Details

Type	Sale	Primary Verification	Listing broker, confirmed 1/25/2024
Interest Transferred	Fee Simple	Transaction Date	08/19/2020
Condition of Sale	Arm's Length	Recording Date	08/19/2020
Recorded Buyer	BKC UNLIMITED LLC	Sale Price	\$99,500
Buyer Type	End User	Financing	All Cash
Recorded Seller	MARTIN DAN T	Cash Equivalent	\$99,500
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	Michelle Langdon, Windermere St Helens Real Estate, 503.543.6342	Adjusted Price	\$99,500
Doc #	2020-8348	<b>Adjusted Price / ac and / sf</b>	<b>\$515,010 / \$11.82</b>
		<b>Adjusted Price/ FAR</b>	<b>N/A</b>
		<b>Adjusted Price/ Unit</b>	<b>N/A</b>

## Comments

This is the August 2020 sale of a 0.19-acre commercial lot located along St. Helens Street, a short distance east of Highway 30 within the City of St. Helens. The site is level, at street grade and includes an irregular shape with good exposure to the adjacent street. The site is zoned Houlton Business District (HBD), and allowed uses include both retail/commercial, SFR and duplexes. Multi-family is a conditional use. The buyer purchased the site to build a brewery. It was noted that this site, together with the adjacent 0.38-acre lot to the west, have been listed for sell by the same seller on and off the market several times over the last several years preceding the sale. It was noted that the buyer would need to construct driveway access over the adjacent property to the west to St. Helens Street as the comparable lot did not have legal access from the roadway. Reportedly, this was factored into the purchase price. Subsequent to the transaction, the buyers offered to purchase the adjacent 0.38-acre lot in 2021 for \$4.83/SF, which the seller accepted. Reportedly, the seller was motivated and the buyer was aware of this and offered a low amount.

## Sale

## Land - Retail / Commercial

Item #7.

Property Name	Commercial Land
Address	51537 SE 2nd Street Scappoose, OR 97056
County	Columbia
Govt./Tax ID	3213-AC-03500
Land Area Net	1.920 ac/ 83,635 sf
Land Area Gross	1.920 ac/ 83,635 sf
Site Development Status	Raw
Utilities	Public
Maximum FAR	N/A
Min Land Bldg Ratio	N/A
Shape	Rectangular
Topography	Generally Level
Flood Zone Class	N/A
Flood Panel No./ Date	N/A
Zoning	EC (Expanded Commercial)
Entitlement Status	N/A



### Transaction Details

Type	Sale	Primary Verification	Henry Schulte 503-539-7947
Interest Transferred	Fee Simple	Transaction Date	08/29/2019
Condition of Sale	None	Recording Date	08/29/2019
Recorded Buyer	S2 PDX LLC	Sale Price	\$750,000
Buyer Type	Developer	Financing	Cash to Seller
Recorded Seller	Grabhorn Connie Living Trust	Cash Equivalent	\$750,000
Marketing Time	N/A	Capital Adjustment	\$0
Listing Broker	Henry Schulte / Compass Commercial	Adjusted Price	\$750,000
Doc #	N/A	<b>Adjusted Price / ac and / sf</b>	<b>\$390,625 / \$8.97</b>
		<b>Adjusted Price/ FAR</b>	<b>N/A</b>
		<b>Adjusted Price/ Unit</b>	<b>N/A</b>

### Comments

This is the August 2019 sale of a 1.92-acre commercial land site located along SE 2nd Street and Columbia River Highway in Scappoose, OR. The site has a rectangular shape, is generally level and is zoned EC (expanded commercial) within the city of Scappoose with all utilities available to the site. The property has good exposure along Columbia River Highway; however, only access is available along SE 2nd Street because of a rail line that runs north/south along the east side of the highway. It sold in August 2019 for \$750,000 or \$8.97/SF. The site had two outbuildings and a large barn that were given no value and will be demolished. The buyer plans to construct an 80-unit apartment.

Addendum B

# QUALIFICATIONS

# Nick Anderson, MAI, R/W-AC

*Vice President, Portland OR*



T + 1 503.946.4941  
Nick.anderson2@cbre.com

1300 SW Fifth Avenue  
Suite 3500  
Portland, OR 97201

## Experience

Nick Anderson is a Vice President with CBRE Valuation & Advisory Services in Portland, Oregon. Mr. Anderson is a designated member of the Appraisal Institute (MAI) and is licensed as a Certified General Real Estate Appraiser in the States of Oregon and Washington. He specializes in performing appraisal and consultation services for investment, mortgage lending, trust, estate tax, feasibility studies and right-of-way assignments.

Located in the Portland office since 2018, Nick has experience providing valuation services in a wide range of property types in Oregon and SW Washington, including the valuation of subdivisions, development land, industrial, office, retail, self-storage, manufactured home communities/RV parks, mixed-use properties, agricultural land and rock quarry/sand and gravel pit properties. Nick also has experience providing right-of-way valuation services, including partial acquisitions including fee, permanent, and temporary easements.

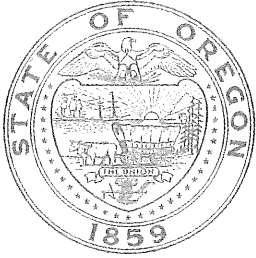
Prior to pursuing a career as a real estate appraiser, Nick served on active duty in the United States Marine Corps.

## Professional Affiliations / Accreditations

- Designation Member of the Appraisal Institute
- IRWA Member of Chapter 3
  - Right of Way Appraisal Certification (R/W-AC)
- Certified General Appraiser in the following states:
  - Oregon License No: C001242
  - Washington License No: 1102430

## Education

- University of Oregon, Eugene, Oregon
  - Cum Laude, B.S. Economics, B.S. Statistics
- Appraisal Institute Courses:
  - Advanced Income Approach
  - Advanced Market Analysis and Highest & Best Use
  - Advanced Concepts and Case Studies
  - Quantitative Analysis
  - Qualifying Education for Certification
  - Contract or Effective Rent – Finding the Real Rent
  - Commercial Appraisal Review
  - Expert Witness for Commercial Appraisals
  - Subdivision Valuation
- International Right of Way Association (IRWA) Courses:
  - Easement Valuation, Course 403
  - The Valuation of Partial Acquisitions, Course 421
  - Problems in the Valuation of Partial Acquisitions, Course 431



NICHOLAS J ANDERSON  
CBRE  
1300 SW 5TH AVENUE, SUITE 3500  
PORTLAND, OR 97201

**Appraiser Certification and Licensure Board**  
**State Certified General Appraiser**  
*28 hours of continuing education required*

License No.: C001242

Issue Date: July 01, 2022

Expiration Date: June 30, 2024

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**Chad Koch, Administrator**

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** (this “**Contract**”), dated \_\_\_\_\_, 2025, is entered into between **City of St. Helens**, a political subdivision of the State of Oregon (“**Seller**”); and **Leahy Investments LLC**, an Oregon limited liability company (“**Buyer**”).

**RECITALS**

A. Seller owns an approximately +/- 0.22 acre parcel of real property located between Kindre Street and Kelly Street in the City of St. Helens, State of Oregon (Tax Map/Lot # 4104-BB-03000), as more particularly described in **Exhibit A**.

B. For purposes of this Contract, the term “**Property**” shall mean the parcel of land described in Recital A above, together with all improvements located on such parcel, all easements and other rights and privileges appurtenant to such parcel, and any development approvals or permits relating to such parcel.

**STATEMENT OF AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions set forth in this Contract.

1. **Purchase Consideration at Closing.** The consideration paid to Seller by Buyer for the Property shall be 3,600 cubic yards of structural fill material, the quality of which shall be acceptable to Seller in its commercially reasonable discretion (the “**Purchase Consideration**”). The Purchase Consideration has been previously delivered into Seller’s possession, and such Purchase Consideration will be held pending Closing, at which time the Purchase Consideration shall be released to Seller.

2. **Due Diligence.** Buyer acknowledges that Buyer, and its agents and representatives, have had the opportunity to go on the Property for the purpose of conducting soil tests, surveys, phase I environmental site assessments and other investigations, and undertaking such other activities as are appropriate to planning Buyer’s acquisition of the Property. Prior to Closing, the results of all soil tests, surveys, phase I environmental site assessments, and other investigations of the Property undertaken by Buyer shall not be disclosed to any third party or governmental entity without the prior written consent of Seller, unless such disclosure is required by law or is required in connection with obtaining any necessary permits or approvals; provided, however, that Buyer shall be permitted to disclose such results to its design professionals, consultants, attorneys, and potential lenders and investors, provided that such parties have been advised of the foregoing confidentiality obligation.

3. **Closing.** The closing of this transaction (the “**Closing**”) shall occur in the manner and location agreed upon by the parties on \_\_\_\_\_, 2025, or such earlier date that the parties may agree upon (the “**Closing Date**”).

4. **Closing Documents.**

(a) At the Closing, Seller shall execute, notarize, and deliver to Buyer a bargain and sale deed (the “**Deed**”), conveying fee simple title to the Property free and clear of all liens and encumbrances except the following items (collectively referred to as the “**Permitted Exceptions**”): (1) ad valorem real property taxes for the calendar year of sale (to be prorated as of the Closing Date), if any, (2) municipal, zoning and subdivision laws and ordinances, (3) rights-of-way of

public streets, (4) matters which would be disclosed by an accurate survey of the Property, and (5) all matters of record affecting the Property.

(b) At Closing, Buyer shall execute, notarize, and deliver to Seller an easement in the form attached hereto as Exhibit B, for Seller to record and which shall grant Seller the easement rights with respect to the Property described in such easement agreement.

Seller shall deliver exclusive possession of the Property to Buyer on the Closing Date.

5. **Closing Expenses.** Seller shall be responsible for the cost of preparing the Deed. Buyer will be responsible for any diligence costs it incurred. The parties will each be responsible for all of their other closing costs, including their respective attorneys' fees.

6. **Property Taxes.** Ad valorem taxes on the Property for the year in which the Closing occurs, if any, shall be prorated to the Closing Date on a calendar year basis. If the actual amount of those taxes and assessments is not known on the Closing Date, they shall be prorated on the basis of the amount of taxes and assessments payable for prior year, and shall be adjusted between the parties when the actual amount of taxes and assessments payable in the year of Closing is known to Buyer and Seller. Buyer shall be solely responsible for paying any impact fees or tap fees for water and sewer services resulting from any future development of the Property. The provisions of this Section 6 shall survive Closing.

7. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

(a) **Non-Contravention.** The execution and performance of this Contract by Seller, and the Closing contemplated by this Contract, will not conflict with any provision of law applicable to Seller, nor will it result in the breach of any provision of, or constitute a default under, any agreement or instrument to which Seller is a party or by which Seller is bound.

(b) **Authorization and Execution.** This Contract and the documents to be delivered by Seller at the Closing have been or will be duly authorized by all necessary governmental approvals and actions on the part of Seller, and have been or will be duly executed and delivered by Seller.

The representations and warranties of Seller set forth in this Section 8 shall survive Closing for a period of six (6) months. If Buyer discovers after Closing that any representation and warranty made by Seller that is of a material nature is not true in any material respect, Buyer shall have the right to pursue any available remedy against Seller, including the recovery of actual damages, but excluding any consequential damages.

8. **Property Purchased "AS IS".** Except as expressly set forth in this Contract, the Property is being sold and conveyed "as is" and "with all faults" and Seller has not made, does not make, and hereby disclaims any and all express or implied representations and warranties regarding or relating to the condition, suitability for any particular purpose, susceptibility to flooding, value, marketability, zoning of the Property, or with respect to use and occupancy restrictions, compliance with environmental laws and laws and regulations relating to hazardous substances, toxic wastes and underground storage tanks, and all legal requirements affecting or relating to the Property. Purchaser hereby agrees that approval or deemed approval of the Property and proceeding with Closing shall constitute an acknowledgment that Purchaser (i) has concluded whatever studies, tests, and investigations Purchaser desired to conduct relating to the Property including, without limitation, economic reviews and analyses, soils tests, engineering analyses, environmental analyses and analysis of any applicable records of the planning, building, public works or any other governmental or quasi-governmental organization having or asserting jurisdiction over the

Property; (ii) has reviewed and read (or has elected not to do so) and has understood all instruments affecting the Property and/or its value which Purchaser deems relevant, including, without limiting the generality of the foregoing, all documents referred to in the Commitment and all leases, operating statements, demographic studies and market analyses; (iii) and its consultants have made all such independent studies, analyses and investigations, as Purchaser has deemed necessary, including, without limitation, those relating to environmental matters and the leasing, occupancy and income of the Property; (iv) is relying solely on the express representations and warranties contained in this Agreement and on its own investigations as to the Property and its value, and Purchaser accepts the risk that its investigations may fail to reveal certain adverse physical, economic or other conditions (including, without limitation, adverse environmental conditions (including, without limitation, soils and groundwater conditions) and status of compliance with the requirements of the Americans With Disabilities Act of 1990 or the Fair Housing Act of 1968, as amended); and (v) that Seller has given Purchaser every opportunity to consider, inspect and review to its satisfaction the physical, environmental, economic and legal condition of the Property and all files and information in Seller's possession which Purchaser deems material to the purchase of the Property. Buyer acknowledges that, except as expressly set forth in this Contract, no such representations or warranties, express or implied, have been made. The terms and covenants of this Section 9 shall survive the Closing and the delivery of the deed for the Property or any termination of this Contract.

9. **Survival.** None of the terms, covenants, conditions, representations, warranties and agreements of this Contract shall survive the Closing Date, except as otherwise expressly provided to the contrary in this Contract.

10. **Real Estate Commissions.** Buyer and Seller represent and warrant to each other that no brokers' or real estate commissions will be due as a result of the sale of the Property from their respective actions. Seller agrees to indemnify, defend and save harmless Buyer from and against any cost and expense (including reasonable attorneys' fees) incurred by Buyer as a result of the untruth of the foregoing representation by Seller, or any claims by a broker for payment of a commission by Buyer based upon the actions of Seller. Buyer agrees to indemnify, defend and save harmless the Seller from and against any cost and expense (including reasonable attorneys' fees) incurred by Seller as a result of the untruth of the foregoing representation by Buyer, or any claims by a broker for payment of a commission by Seller based upon the actions of Buyer. The terms and covenants of this Section 11 shall survive the Closing.

11. **Assignment.** Buyer shall have the right to assign this Contract, and its rights hereunder, without the necessity of obtaining the prior consent of Seller, only to: (a) any entity that is controlled by Buyer (including but not limited to a joint venture in which Buyer is, directly or indirectly, a manager or managing general partner), that controls Buyer or that is under common control with Buyer. No other assignment of Buyer's rights under this Contract shall be permitted without first obtaining Seller's written consent, which may be granted, withheld or conditioned in Seller's sole discretion.

12. **Default.** If Seller defaults in its obligations under this Contract for any reason except for a default by Buyer, Buyer may, as Buyer's exclusive remedies against Seller for Seller's default, to terminate this Contract by delivery of written notice to Seller, in which event Buyer shall be entitled to be reimbursed by Seller for the reasonable and documented out-of-pocket expenses incurred by Buyer in connection with this transaction, not to exceed Five Thousand and No/100 Dollars (\$5,000), which shall be construed as full liquidated damages, and neither party shall have any further rights or obligations regarding this Contract other than the Surviving Obligations.

The foregoing limitations of remedies and liquidated damages provisions shall not apply to the indemnities given by the parties under this Agreement, which such indemnities will survive the termination of this Agreement.

13. **Time of the Essence.** The parties agree that time shall be of the essence in the performance of all of the terms and conditions of this Contract. If the time period by which any right, option or election provided under this Contract must be exercised, or by which any act must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to and through the next day which is not a Saturday, Sunday or a holiday.

14. **Captions.** Paragraph headings or captions appearing in this Contract are for convenience only, are not a part of this Contract, and are not to be considered in interpreting this Contract.

15. **Entire Agreement.** The parties acknowledge that this Contract contains the entire agreement between the parties with respect to the Property, and supersedes any prior oral or written understandings. No modification of this Contract and no waiver of any of its terms or conditions shall be effective unless made in writing and duly executed by both parties.

16. **Successors and Assigns.** This Contract shall be binding on the parties and their respective successors and permitted assigns.

17. **Notices.** Any notice, consent or other communication permitted or required by this Contract shall be in writing, and shall be given to each party, at the address set forth below, in the following manner: (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (e) email (sent with delivery confirmation). Each such notice shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of any email delivered after 5 pm Pacific Time, as of the next business day after receipt or refusal to accept delivery. Unless and until changed as provided below, the addresses for notices given pursuant to this Contract shall be as follows:

to Buyer:

Leahy Investments LLC  
121 SW Morrison #600  
Portland, Oregon 97204  
Attention: Kenneth Leahy

to Seller:

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

18. **Controlling Law.** This Contract has been made and entered into under the laws of the State of Oregon, and those laws shall control the interpretation of this Contract.

19. **Counterparts.** This Contract may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties, but all of which shall be construed together as a single instrument. This Contract may be signed by either party via facsimile, provided, however, that an original counterpart of such signature page is promptly forwarded to the other party.

20. **Oregon Statutory Warning (ORS 93.040(2)).** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS

DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[signatures on following page]

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day and year first above written.

**SELLER:**

**City of St. Helens**, a political subdivision of the State of Oregon

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date executed: \_\_\_\_\_, 2025

*Reviewed as to Form:*

\_\_\_\_\_  
By:  
City Attorney

**BUYER:**

**Leahy Investments, LLC**, an Oregon limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date executed: \_\_\_\_\_, 2025

EXHIBIT A

## Legal Description

Parcel I

Beginning at the most westerly corner of Lot 6, Block 6 of Georgetown, now within the corporate limits of the City of St. Helens, Columbia County, Oregon, as per plat on file and of record thereof; thence North  $63^{\circ} 51'$  West 40.0 feet to the true point of beginning of the following described property: thence North  $63^{\circ} 51'$  West a distance of 80.0 feet; thence North  $26^{\circ} 09'$  East a distance of 94.62 feet; thence South  $49^{\circ} 59'$  East a distance of 82.4 feet; thence South  $26^{\circ} 09'$  West a distance of 74.87 feet to the true point of beginning.

Parcel II

Beginning at the most westerly corner of Lot 6, Block 6 of Georgetown, now within the corporate limits of the City of St. Helens, Columbia County, Oregon, as per plat on file and of record thereof; thence North  $63^{\circ} 51'$  West a distance of 40.0 feet; thence North  $26^{\circ} 09'$  East a distance of 74.87 feet; thence South  $49^{\circ} 59'$  East a distance of 41.2 feet to the westerly line of said Georgetown; thence South  $26^{\circ} 09'$  West a distance of 65.0 feet to the point of beginning.

## City of St. Helens

**RESOLUTION NO. 2053**

A RESOLUTION OF THE CITY COUNCIL OF ST. HELENS, OREGON, AUTHORIZING AMENDMENT NO. 2 TO THE PURCHASE AND SALE AGREEMENT OF PROPERTY AT 1300 KASTER ROAD, ACCOUNT NOS. 13249 AND 13215, AND AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO TAKE APPROPRIATE STEPS TO EFFECTUATE CLOSING OF THE SALE OF PROPERTY

**WHEREAS**, pursuant to Resolution No. 2020, the City of St. Helens declared the property located at 1300 Kaster Road, Account Nos. 13249 and 13215 (the "Property") surplus and satisfied the required process set forth in ORS 221.725, by publishing a notice of the proposed sale in a newspaper of general circulation in the City, holding a public hearing to receive comments from any resident regarding the sale of the Property, and disclosing at the public hearing the nature of the proposed sale and the general terms thereof, including an appraisal or other evidence of the market value of the Property; and

**WHEREAS**, pursuant to Resolution No. 2020, the City of St. Helens authorized the sale of the Property to Arcadia Paper Mills, LLC, and authorized the City Administrator to take appropriate steps to complete the sale according to the terms negotiated; and

**WHEREAS**, the City (the "Seller") and Arcadia Paper Mills, LLC, (the "Buyer") (together referred to as the "Parties") entered into a Purchase and Sale Agreement, dated August 30, 2024, for the Property, which authorized the Buyer a period of time to conduct a due diligence assessment of the Property; and

**WHEREAS**, on February 19, 2025, the Parties entered into a First Amendment to the Purchase and Sale Agreement for the Property; and

**WHEREAS**, the Parties have negotiated a Second Amendment to the Purchase and Sale Agreement for the Property, which the Parties now seek to execute; and

**WHEREAS**, the Parties desire to proceed with the Purchase and Sale of the Property and effectuate closing under the terms and conditions as negotiated.

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

1. The City Administrator is authorized and directed to execute Amendment No. 2 to the Purchase and Sale Agreement, which is attached hereto.

2. The City Administrator is authorized and directed to take appropriate steps to complete and effectuate the closing of the Purchase and Sale of Property located at 1300 Kaster Road to Arcadia Paper Mills, LLC, including finalizing all related documents, in accordance with the Purchase and Sale Agreement and Amendments No. 1 and No. 2.
3. This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED** by the City Council on this 3<sup>rd</sup> day of September 2025  
by the following vote:

Ayes:

Nays:

Abstains:

---

Jennifer Massey, Mayor

ATTEST:

---

Kathy Payne, City Recorder

## SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Amendment**”), dated August \_\_, 2025 (the “**Amendment Effective Date**”), is entered into by and between:

1. **ARCADIA HOLDINGS, LLC**, an Oregon limited liability company (“**Purchaser**”);  
and
2. **THE CITY OF ST. HELENS, OREGON**, an Oregon municipal corporation (“**Seller**”).

The Purchaser and Seller are referred to herein as, the “**Parties**” and each, individually as, a “**Party**.”

WHEREAS, Purchaser’s predecessor-in-interest, Arcadia Paper Mills, LLC (“**Original Purchaser**”) and Seller entered into that certain Real Estate Purchase and Sale Agreement dated August 30, 2024 (as amended, the “**Agreement**”), as amended by that certain First Amendment thereto dated February 19, 2025 (“**First Amendment**”), with respect to certain real property described therein, located in St. Helens, Columbia County, Oregon;

WHEREAS, Original Purchaser assigned its right, title and interest into the Agreement to Purchaser pursuant to the Assignment and Assumption Agreement attached to this Amendment as **Exhibit A-1**, notice of such assignment was delivered to Seller pursuant to the notice attached hereto as **Exhibit A-2**, and Seller has consented to such assignment in reliance of the assignment materials provided by Purchaser and Original Purchaser; and

WHEREAS, Seller and Purchaser desire to amend the Agreement to as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises of the parties as set forth herein, Seller and Purchaser hereby agree as follows:

1. **Recitals; Definitions.** The foregoing Recitals are incorporated into and made a part of this Amendment. All capitalized terms not defined in this Amendment have the meanings ascribed to them in the Agreement. All references to the “**Agreement**” contained in this Amendment and in the Agreement shall refer to the Agreement as amended by this Amendment.

2. **Legal Description of the Land.** The PSA is hereby amended to reflect that all approval processes for the final configuration of the Land have been completed, and the legal description attached hereto as **Exhibit B** describes the boundaries of the Land that is to be conveyed pursuant to the PSA. **Exhibit B** supersedes all other, prior descriptions of the boundaries of the Land (whether via the Approved Survey or otherwise) among the parties. Seller has provided Purchaser with a copy of the Approvals related to the final configuration of the Land (as approved in this Section 2), and Purchaser has approved of all applicable conditions to such Approvals.

Purchaser and Seller further agree that, to the extent it is necessary or becomes necessary post-Closing to engage in any further property line adjustments or to record any partitions in order to ensure the legality of the lots created by the property line adjustment process used to configure

the Land pursuant to the Agreement, Seller shall pursue such adjustments or partitions and Purchaser shall reasonably cooperate with Seller's efforts, including signing such applications, owner approvals, and other filings and materials necessary to carry out activities. The terms of this subsection shall survive the Closing.

3. **Seller Financing; Additional Transaction Terms.** The Parties agree to substitute the entirety of the existing text of Section 8(b) with the replacement Section 8(b) attached to this Amendment as **Exhibit C-1**. Attached hereto as **Exhibit C-2** is a redline reflecting the revisions to the original Section 8(b) made pursuant to this Amendment.

4. **No Third-Party Beneficiaries.** **Section 34** ([Intentionally Omitted]) is hereby deleted and replaced with the following:

"34. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns. Nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement."

5. **Allocation of Purchase Price.** The Parties agree that the Purchase Price has been allocated as follows: \$5,000,000 of the Purchase Price is allocated to the Real Property, and (ii) \$2,500,000 of the Purchase Price is allocated to the Personal Property, Intangible Personal Property, and Plans and Specifications.,

6. **Modification of Payment and Seller Financing Terms.**

(a) **Payment at Closing.** Section 3(a) of the PSA is hereby amended to delete the reference to a \$3,500,000 payment at Closing by Purchaser and instead provide that Purchaser shall make a part payment of the Purchase Price in the amount of Four Million Five Hundred Sixty Seven Four Hundred Thirty Six and 72/100 Dollars (\$4,567,436.72), such amount being payable by wire transfer in immediately available federal funds at Closing.

(b) **Return of Deposit.** Section 3(b) of the PSA is hereby amended to provide that, if the transaction Closes, the Deposit shall be returned to Purchaser at Closing (to the extent not applied against Purchaser's closing costs at Closing), rather than being applied as a credit against the PSA. The remaining provisions of Section 3(b) of the PSA remain unaffected by the foregoing.

(c) **Seller Loan.** Section 3(c) of the PSA is hereby amended to provide that the Promissory Note deliverable to Seller at Closing (as part of the partial seller financing contemplated by the PSA) shall be in an amount equal to the balance of the Purchase Price remaining due and owing after giving effect to (i) application of Purchaser's \$4,567,436.72 payment at Closing contemplated by Section 3(a); and (ii) any adjustments to the Purchase Price that are made on account of Closing prorations contemplated by the PSA.

(c) **Amendment to Seller Financing Documentation.** "Exhibit 8(a)-1" to the PSA is replaced with the version of such exhibit attached to this Amendment as **Exhibit D-1**.

“Exhibit 8(a)-2” to the PSA is replaced with the version of such exhibit attached to this Amendment as **Exhibit D-2**.

7. **Bill of Sale**. Seller agrees that Purchaser shall be permitted to identify a different entity (from itself) to receive conveyance of the Personal Property pursuant to the Bill of Sale to be delivered at Closing pursuant to the PSA.

8. **Reaffirmation of Agreement**. All other terms and conditions of the Purchase and Sale Agreement remain as agreed upon and are hereby reaffirmed. This Second Amendment shall be deemed to be incorporated into the PSA and subject to all other terms and conditions therein.:

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to the Purchase and Sale Agreement, effective as of the Effective Date defined above.

**SELLER:****CITY OF ST. HELENS, OREGON**

An Oregon municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

**PURCHASER****ARCADIA HOLDINGS, LLC**

An Oregon limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

**Exhibit A-1**

**ASSIGNMENT AGREEMENT**

*[See Attachment]*

**Exhibit A-2**

**Notice to Seller of Assignment**

*[See Attachment]*

**Exhibit B**  
**Final Legal Description of the Land**

*[See Attachment]*

**AKS ENGINEERING & FORESTRY**

12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
 P: (503) 563-6151 F: (503) 563-6152

AKS Job #11559-01

**EXHIBIT B****Adjusted Parcel 1 of Partition Plat No. 2020-03**

A portion of Parcel 1 of Partition Plat No. 2020-03, recorded as Instrument Number 2020-5170, Columbia County Records, located in the East One-Half of Section 9, and the West One-Half of Section 10, Township 4 North, Range 1 West, Willamette Meridian, City of St. Helens, Columbia County, Oregon, and being more particularly described as follows:

Commencing at the northwest corner of said Section 10; thence along the north line of said Section 10, South 88°24'43" East 418.70 feet to the northwesterly corner of Book 177, Page 23, Columbia County Records, and Book 178, Page 289, Columbia County Records; thence along the westerly line of said deeds on the following three (3) courses: South 22°44'17" West 226.63 feet, South 67°15'43" East 290.00 feet, South 22°44'17" West 304.86 feet to the southwesterly corner of said deeds and the Point of Beginning; thence along the southerly line of said deeds, South 67°15'43" East 415.00 feet; thence leaving said southerly line, South 60°37'13" East 45.30 feet to the northwesterly right-of-way line of Portland & Western Railroad (50.00 feet from centerline); thence along said northwesterly right-of-way line (variable width from centerline), South 67°15'43" East 25.00 feet; thence continuing along said northwesterly right-of-way line (25.00 feet from centerline), South 22°44'17" West 483.03 feet; thence leaving said northwesterly right-of-way line, North 67°16'05" West 210.28 feet; thence South 22°36'40" West 265.41 feet; thence South 26°39'01" West 74.89 feet; thence South 22°36'40" West 358.39 feet; thence North 67°08'46" West 259.55 feet to the northeasterly corner of Parcel 2 of said Partition Plat No. 2020-03; thence along the northeasterly line of said Parcel 2, North 67°08'46" West 307.77 feet to the northwesterly corner of said Parcel 2; thence leaving said northwesterly corner, North 67°08'46" West 271.82 feet; thence South 23°34'28" West 171.98 feet; thence North 66°11'51" West 132.94 feet; thence North 23°34'28" East 447.31 feet; thence North 66°25'32" West 300.00 feet; thence North 29°41'18" East 252.62 feet to the intersection of the southwesterly right-of-way line of Kaster Road (60.00 feet in width) and the southeasterly right-of-way line of Franklin Street (60.00 feet in width); thence along said southeasterly right-of-way line, North 30°33'22" East 160.00 feet to the northeasterly right-of-way line of Franklin Street; thence leaving said northeasterly right-of-way line, North 82°22'39" East 574.48 feet; thence North 88°22'28" East 492.86 feet to the Point of Beginning.

The above described tract of land contains 29.69 acres, more or less.

The Basis of Bearings for this description are based on said Partiton Plat No. 2020-03.

6/25/2025

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

**OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS**

RENEWS: 6/30/26

**Exhibit C-1**

**Replacement PSA Section 8(b) – Clean Copy**

*[See Attachment]*

**Exhibit C-1****Clean Copy – Restated Section 8(b) of the PSA****PSA Section 8:**

“ (b) Following Closing, Purchaser and Seller shall negotiate in good faith, and proceed to execute promptly post-Closing, the terms and conditions of an ancillary agreement (the “**Ancillary Agreement**”) regarding the following matters: The matters set forth in Sections **8(b)(i) through (v) below**. The terms of this Section 8(b) (including subsections (i) through (v)) shall survive Closing, provided, however, that the various obligations and rights of the parties set forth in subsections (i) through (v) that are to be addressed pursuant to the Ancillary Agreement shall only survive and be binding on the parties until such time as the Ancillary Agreement is executed and recorded of public record (at such time, the Ancillary Agreement shall supersede and replace the terms of this Section 8(b)).

(i) After the Parties’ mutual execution of the Ancillary Agreement post-Closing, (x) Seller shall grant to Purchaser an easement granting Purchaser the right to control and utilize the river water intake pumps, screen(s), fresh water clarifiers (Clarifloculators), the fresh water filter plant, and supporting equipment (the “**Water Intake System**”) that provide fire suppression and process water to the Property (the “**Pump House Easement**”); and (y) Purchaser shall be granted a license that will allow Purchaser to use the primary effluent clarifier and support equipment located on Parcel 18 (the “**Clarifier System**”) for a period of five (5) years after Closing while Purchaser designs and builds a new effluent treatment system on or near the Premises (the “**Purchaser Clarifier System**”). The Parties shall negotiate the terms of such easement and license in good faith using their reasonable business discretion. If and for so long as Purchaser uses the Clarifier System, Purchaser shall be responsible for all maintenance and repair that may be reasonably necessary or appropriate in order to keep such system in good condition and repair. Purchaser's use of the Clarifier System shall not be permitted to, at any time, violate the terms, conditions, requirements, and limitations set forth in any permits related to the use, operation, and maintenance of the Clarifier System. Purchaser will be solely responsible for, and will indemnify Seller against all claims, costs, expenses, loss, and liability, arising from or related to any violations and/or alleged violations of the National Pollutant Discharge Elimination System permit for the Clarifier System arising after the Closing date and execution of the Ancillary Agreement (including, without limitation, any costs by Seller incurred in responding to alleged violations arising during Purchaser's exclusive operation of the Clarifier System). The Ancillary Agreement shall require Seller to grant to Purchaser an easement to connect the discharge of the Purchaser Clarifier System to the discharge pipe of the Clarifier System (the “**Purchaser System Easement**”), with the easement containing and being subject to such terms, limitations, and requirements of the Parties. The form of the Purchaser System Easement shall be attached to the Ancillary Agreement, and the easement shall be executed and recorded upon Purchaser's commencement of construction of a Purchaser Clarifier System that complies with the requirements of the Ancillary Agreement (and the Purchaser System Easement). For clarity's sake, with respect to the Purchaser Clarifier System, Purchaser shall not be allowed to connect to the "input" side of the existing Clarifier System; rather Purchaser will be required to bypass the current Clarifier System and shall connect to a new system on the "discharge" side of the existing clarifier system. In the event that Seller has, or anticipates having in the future, other users utilizing the Clarifier System after the Purchaser Clarifier System's installations on such existing system, then Purchaser shall install a separate flow meter so that Purchaser's effluent can be monitored and billed separately from other users.

(ii) The Ancillary Agreement shall address certain terms, conditions, and requirements pursuant to which Purchaser shall have the right to control and use the river water intake pumps and screen that are part of the "Water Intake System" that provide fire suppression and process water to the Property. The Ancillary Agreement with respect to Purchaser's assumption of control of Water Intake System shall include, without limitation: (x) pursuant to a water supply agreement between Seller and Purchaser, Seller providing Purchaser with water supply (for use as fire suppression and process water for the Property) equal to up to fifty percent (50%) of the total gallons per day of water supply that Seller is permitted from time to time to draw from the Willamette River and deliver to the Property and surrounding parcels of land pursuant to the applicable grant of water rights held by Seller (e.g., as of the date hereof, such amount is Forty Million (40,000,000) gallons per day, which results in no more than Twenty Million (20,000,000) gallons per day being available to Purchaser); (y) ensuring that any necessary maintenance and repairs to the same shall be performed by Purchaser; and (z) Purchaser expressly assumes all liability and obligations arising in connection with the provision of fire protection water to adjacent properties (as addressed in greater detail below in subsection (b)(iii)). Should Seller receive notification that its water allocation will be reduced in any given year, Seller agrees to notify Purchaser within five (5) business days of receipt of such notice.

(iii) The fire protection system is designed for the operation of the paper mill and currently provides fire protection water to all certain adjacent properties currently connected to the fire protection water system. Purchaser must continue to operate the Water Intake System and the fire protection water system specifically in a manner to continue to provide such water to the adjacent connected properties until such time as Purchaser and the adjacent property owners reach an agreement to enable the separation of the fire protection system; provided, however, that Purchaser's obligations stated above shall be limited only to using the existing piping from the Property to the adjacent connected properties consistent with Seller's current practices at the Property. Purchaser intends to operate this such system within the requirements of Factory Mutual, Purchaser's insurance provider, as well as local and state fire codes and regulations; and to have on-site and third-party 24/7 fire monitoring. Notwithstanding any provision of this Agreement or the Ancillary Agreement to the contrary, Seller shall have no obligation to oversee Purchaser's use, control, maintenance, repair, and replacement of the Water Intake System and fire protection water systems, as all liability and responsibility with respect to such systems shall lie with Purchaser (who shall indemnify Seller against all liability, loss, cost, and expenses arising in connection with Purchaser's operations of the system). Nonetheless, if Seller requires access to the following items, in order to preserve any legal rights of Seller or to protect against any legal liabilities asserted against Seller, then in such event Purchaser shall make the following available for Seller's review Purchaser's: (i) fire protection monitoring system, (ii) fire protection preventative maintenance logs, as well as (iii) access to the pump houses and related equipment.

(iv) Purchaser shall be obligated to comply with all applicable stormwater permitting requirements and shall be solely responsible for addressing at its sole cost and expense all matters related thereto (including, without limitation, the overseeing all active onsite actions needed to comply with the Property's stormwater management plan), to maintain documentation regarding the same, and to provide Seller with copies of the same on such intervals as the Seller may require.

(v) With respect to any permits held or required in connection with the use and operation of the Property, whether held in Purchaser's name or Seller's, the Purchaser shall bear sole liability in connection with any violations of or non-compliance with any such permits, and shall indemnify Seller against all claims, costs, losses, and expenses arising in connection with such violations and non-compliances.

**Exhibit C-2**

**Replacement PSA Section 8(b) – Clean Copy**

*[See Attachment]*

**Exhibit C-2****Redline Copy – Restated Section 8(b) of the PSA****PSA Section 8:**

“ (b) ~~During the Due Diligence Period, Following Closing, Purchaser and Seller shall negotiate in good faith, and proceed to execute promptly post-Closing, the terms and conditions of any ancillary agreement (the “Ancillary Agreement”)~~ **Ancillary Agreement**) regarding the following matters: The matters set forth in Sections 8(b)(i) through (v) below. The terms of this Section 8(b) (including subsections (i) through (v)) shall survive Closing, provided, however, that the various obligations and rights of the parties will execute and deliver at Closing, set forth in subsections (i) through (v) that are to be addressed pursuant to which the Parties hereto will agree upon the terms and conditions generally described in this Section 8(b). If the Parties fail to reach reasonable agreement upon the Ancillary Agreement shall only survive and be binding on the terms and conditions of the Ancillary Agreement prior to the end of the Due Diligence Period, then Buyer may elect to either (x) terminate this Agreement and receive a refund of the Earnest Money, or (y) proceed to Closing and be deemed to have waived the requirement that parties until such time as the Ancillary Agreement be executed by the Parties and delivered recorded of public record (at Closing. The such time, the Ancillary Agreement shall ~~contains~~ supersede and replace the following terms: of this Section 8(b)).

(i) ~~-(i)~~ After the Parties’ mutual execution of the Ancillary Agreement post-Closing, (x) Seller shall grant to Purchaser an easement ~~from granting~~ Purchaser the right to control and utilize the river water pump ~~house~~ intake pumps, screen(s), fresh water clarifiers (Clarifloculators), the fresh water filter plant, and supporting equipment (the **“Water Intake System”**) that provide fire suppression and process water to the freshwater clarifier (in a location to be mutually agreed upon) to facilitate the exercise of the rights granted to Purchaser in the Ancillary Agreement described in subsection (b)(ii) below ~~Property~~ (the **“Pump House Easement”**); and (y) Purchaser shall be granted a license that will allow Purchaser to use the primary effluent clarifier and support equipment located on Parcel 18 (the **“Clarifier System”**) for a period of five (5) years after Closing while Purchaser designs and builds a new effluent treatment system on or near the Premises (the **“Purchaser Clarifier System”**). The Parties shall negotiate the terms of such easement and license in good faith using their reasonable business discretion. If and for so long as Purchaser uses the Clarifier System, Purchaser shall be responsible for all maintenance and repair that may be reasonably necessary or appropriate in order to keep such system in good condition and repair. Purchaser’s use of the Clarifier System shall not be permitted to, at any time, violate the terms, conditions, requirements, and limitations set forth in any permits related to the use, operation, and maintenance of the Clarifier System. Purchaser will be solely responsible for, and will indemnify Seller against all claims, costs, expenses, loss, and liability, arising from or related to any violations and/or alleged violations of the National Pollutant Discharge Elimination System permit for the Clarifier System arising after the Closing date and execution of the Ancillary Agreement (including, without limitation, any costs by Seller incurred in responding to alleged violations arising during Purchaser’s exclusive operation of the Clarifier System). The Ancillary Agreement shall require Seller to grant to Purchaser an easement to connect the discharge of the Purchaser Clarifier System to the discharge pipe of the Clarifier System (the **“Purchaser System Easement”**), with the easement containing and ~~being~~ subject to such terms, limitations, and requirements ~~as of the parties – Parties.~~ The form of the ~~New~~ **Purchaser System Easement** shall be attached to the Ancillary Agreement, and the easement shall be executed and recorded upon Purchaser’s commencement of construction of a Purchaser Clarifier System that

complies with the requirements of the Ancillary Agreement (and the Purchaser System Easement). For ~~clarity~~clarity's sake, with respect to the Purchaser Clarifier System, Purchaser shall not be allowed to connect to the "input" side of the existing Clarifier System; rather Purchaser will be required to bypass the current Clarifier System and shall connect to a new system on the "discharge" side of the existing clarifier system. In the event that Seller has, or anticipates having in the future, other users utilizing the Clarifier System after the Purchaser Clarifier System's installations on such existing system, then Purchaser shall install a separate flow meter so that Purchaser's effluent can be monitored and billed separately from other users.

(ii) The Ancillary Agreement shall address certain terms, conditions, and requirements pursuant to which Purchaser ~~having~~shall have the right to control and use the river water intake pumps and screen ~~that are part of~~ (the "Water Intake System") that provide fire suppression and process water to the Property. The Ancillary Agreement with respect to Purchaser's assumption of control of Water Intake System shall include, without limitation: (x) pursuant to a water supply agreement between Seller and Purchaser, Seller providing Purchaser with water supply (for use as fire suppression and process water for the Property) equal to up to fifty percent (50%) of the total gallons per day of water supply that Seller is permitted from time to time to draw from the Willamette River and deliver to the Property and surrounding parcels of land pursuant to the applicable grant of water rights held by Seller (e.g., as of the date hereof, such amount is Forty Million (40,000,000) gallons per day, which results in no more than Twenty Million (20,000,000) gallons per day being available to Purchaser); (y) ensuring that any necessary maintenance and repairs to the same shall be performed by Purchaser; and (z) Purchaser expressly assumes all liability and obligations arising in connection with the provision of fire protection water to adjacent properties (as addressed in greater detail below in subsection (b)(iii)). Should Seller receive notification that its water allocation will be reduced in any given year, Seller agrees to notify Purchaser within five (5) business days of receipt of such notice. –

(iii) The fire protection system is designed for the operation of the paper mill and currently provides fire protection water to all certain adjacent properties currently connected to the fire protection water system. Purchaser must continue to operate the Water Intake System and the fire protection water system specifically in a manner to continue to provide such water to the adjacent connected properties until such time as Purchaser and the adjacent property owners reach an agreement to enable the separation of the fire protection system; provided, however, that Purchaser's obligations stated above shall be limited only to using the existing piping from the Property to the adjacent connected properties consistent with Seller's current practices at the Property. Purchaser intends to operate this such system within the requirements of Factory Mutual, Purchaser's insurance provider, as well as local and state fire codes and regulations; and to have on-site and third-party 24/7 fire monitoring. Notwithstanding any provision of this Agreement or the Ancillary Agreement to the contrary, Seller shall have no obligation to oversee Purchaser's use, control, maintenance, repair, and replacement of the Water Intake System and fire protection water systems, as all liability and responsibility with respect to such systems shall lie with Purchaser (who shall indemnify Seller against all liability, loss, cost, and expenses arising in connection with Purchaser's operations of the system). Nonetheless, if Seller requires access to the following items, in order to preserve any legal rights of Seller or to protect against any legal liabilities asserted against Seller, then in such event Purchaser shall make the following available for Seller's review Purchaser's: (i) fire protection monitoring system, (ii) fire protection preventative maintenance logs, as well as (iii) access to the pump houses and related equipment.

(iv) Purchaser shall be obligated to comply with all applicable stormwater permitting requirements and shall be solely responsible for addressing at its sole cost and expense all matters related thereto (including, without limitation, the overseeing all active onsite actions needed to

comply with the Property's stormwater management plan), to maintain documentation regarding the same, and to provide Seller with copies of the same on such intervals as the Seller may require.

(v) With respect to any permits held or required in connection with the use and operation of the Property, whether held in Purchaser's name or Seller's, the Purchaser shall bear sole liability in connection with any violations of or non-compliance with any such permits, and shall indemnify Seller against all claims, costs, losses, and expenses arising in connection with such violations and non-compliances.

**Exhibit D-1**

**Replacement Exhibit 8(a)-1 (Promissory Note Form)**

*[See Attachment]*

## PROMISSORY NOTE

\$2,932,563.28

August \_\_, 2025

FOR VALUE RECEIVED, the undersigned (“Maker”) promise to pay to the order of CITY OF ST. HELENS, OREGON, a State of Oregon municipal corporation (herein “Holder”), at the time and place and in the manner provided herein, the principal sum of **Two Million Nine Hundred Thirty Two Thousand Five Hundred Sixty Three and 28/100 Dollars (\$2,932,563.28)**, together with interest and other sums as provided herein.

### 1. **Interest and Payment.**

1.1 **Interest Rate.** Maker promises to pay (on the schedule set forth in Section 1.2 below) interest accruing from and including the date hereof until maturity on the unpaid principal of this Note at a rate of eight percent (8.0%) per annum. Interest shall be computed on the basis of a three hundred sixty (360) day year, and a thirty (30) day month.

1.2 **Payments.** Maker shall not be obligated to commence making payments on principal or accrued interest hereunder until November 1, 2026. Commencing on November 1, 2026, and on the first day of each subsequent month up to and including March 1, 2027, Maker will pay monthly installments of interest only in the amount of \$\_\_\_\_\_. Commencing on April 1, 2027, this Note shall be repaid in equal monthly installments of \$\_\_\_\_\_ on account of outstanding principal, together with all interest that shall have accrued on such outstanding principal balance as of each monthly payment date. Payment installments under this Section 1.2 shall be due and payable on the first day of each succeeding calendar month thereafter until January 31, 2031, on which date any unpaid principal, together with all accrued, unpaid interest hereon, shall mature and become finally due and payable.

1.3 **Default Interest Rate.** After maturity (whether by acceleration or otherwise) or on and after an event of default under this Note, any principal and interest not paid shall bear interest at the annual rate of ten percent (10%) over and above the rate which would otherwise apply hereunder, or the maximum amount which may be legally charged as interest, whichever is the lesser, until paid.

1.4 **Late Charge.** If any payment due hereunder is not made within fifteen (15) days of the date when first due, Maker shall pay to Holder a late charge in an amount equal to ten percent (10%) of the amount of such payment. Holder's acceptance of such late charges shall not constitute a waiver of any existing or subsequent default hereunder. Such late charge shall not be assessed against any balloon payment due hereunder at maturity, to the extent that the balloon is in excess of the regular monthly installments due hereunder.

1.5 **Place and Time of Payment.** All payments specified herein shall be deemed made when actually received by Holder. All payments shall be made to Holder at 265 Strand Street, St. Helens, Oregon 97051 (as such address may be updated upon written notice delivered by Holder to Maker in accordance with Section 4.10 of the Deed of Trust below) and shall be made without offset and without prior notice or demand.

**1.6 Form and Application of Payments.** Payments shall be in lawful money of the United States of America and when received by Holder shall be applied first to all amounts due hereunder other than principal or interest, second to accrued interest, third to the portion of the principal balance then due, if any, then fourth as a principal payment.

**1.7 Prepayment.** If, prior to December 31, 2026, either (i) Maker prepays this Note voluntarily, or (ii) the maturity date of this Note is accelerated in connection with a default by Maker, then in either instance Maker shall pay to Holder a prepayment fee equal to 1.0% of the original principal balance hereunder (\$29,325.63). From and after January 1, 2027, Maker may prepay this Note in whole or in part at any time without penalty or fee.

## **2. Default.**

Time is of the essence of this Note. A default shall occur if:

**2.1 Failure to Make Payments.** Maker fails to make any payment under this Note within fifteen (15) days of the date due.

**2.2 Other Failures.** Maker fails to perform any other obligation contained in this Note or any covenant contained in any instrument securing payment of this Note or executed in connection herewith by Maker or a related party within fifteen (15) days after notice from Holder specifying the nature of the default; provided, however, that if such failure cannot be cured within such fifteen (15) day period despite commercially reasonable efforts, then the cure period shall be extended to provide Maker with a reasonable opportunity (not to exceed forty-five (45) days) to cure such failure provided that Maker: (i) promptly commence such cure upon notice from Holder, and (ii) diligently pursues completion of such cure until such cure is complete.

**2.3 Bankruptcy.** Maker becomes insolvent, a receiver is appointed to take possession of all or a substantial part of Maker's properties, Maker makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or Maker is the subject of an involuntary petition in bankruptcy.

## **3. Remedies.**

In the event of a default, Holder, at its option, may take any one or more of the following steps:

**3.1 Acceleration.** Declare the entire unpaid principal balance of this Note, all accrued unpaid interest on this Note and all other costs and expenses due hereunder, to be immediately due and payable, and exercise any remedy available to Holder under this Note or any instrument evidencing or securing payment of this Note.

**3.2 Other Remedies.** Pursue any other right or remedy provided in this Note or otherwise allowed by law.

Holder may pursue any such rights or remedies singly, together or successively. Exercise of any such right or remedy shall not be deemed an election of remedies. Failure to

exercise any right or remedy shall not be deemed a waiver of any existing or subsequent default nor a waiver of any such right or remedy.

#### **4. Attorneys' Fees and Collection Costs.**

In the event of default under this Note, the Maker agrees to pay all costs and expenses, to the extent such costs and expenses are reasonable, which may be incurred by the Holder with respect to such default, including (without limitation) costs and expenses of investigating the same and circumstances and events surrounding or relating thereto, fees charged by and expenses of professional consultants and advisers, including attorneys and accountants, costs of searching records, obtaining title reports, surveyor's reports, attorneys' opinions, title insurance costs, trustee's fees, and all other reasonable expenses incurred by the Holder that are necessary at any time in Holder's opinion for the protection of its interest and the enforcement of its rights. Attorneys' fees shall include reasonable costs and expenses of legal advice with respect to the event of default and rights and remedies of Holder, negotiations with the Maker and any other parties in interest, attorneys' fees and expenses with respect to any action which Holder may commence or in which it might appear, whether for the purpose of protecting or preserving Holder's rights or to realize upon the lien of any security interest upon real or personal property, or both, by foreclosure or otherwise, and all attorneys' fees and expenses in any review of or appeal from any action and any other proceeding. Maker also agrees to pay any attorneys' fees incurred by Holder in connection with any bankruptcy or similar proceedings wherein Maker (as defined in Section 2.3) is the "debtor."

#### **5. Governing Law, Usury; Severability.**

**5.1 Governing Law and Usury.** This Note shall be construed and enforced in accordance with the laws of the State of Oregon. Maker and Holder intend to comply strictly with the applicable usury laws now or hereafter governing the consideration received under this Note. If the applicable law is ever interpreted so as to render usurious any consideration called for, contracted for, charged, taken, reserved or received with respect to this Note, or if any prepayment by Maker or Holder's exercise of the option herein contained to accelerate the maturity of this Note results in Maker having paid any interest in excess of that permitted by law, Maker and Holder agree that all excess amounts collected by Holder shall be credited on the principal balance of this Note (or, if this Note has been paid in full, refunded to Maker) and the provisions of this Note shall be deemed reformed and the amounts thereafter collectible on this Note reduced, without the necessity of the execution of any new documents, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder. This Section 5.1 shall control and supersede any conflicting provision of this Note.

**5.2 Severability.** If any provision of this Note is found by a court of competent jurisdiction to be invalid or unenforceable as written, then the parties agree that: (a) such provision be enforceable to the full extent permitted by law, and (b) the invalidity or unenforceability of such provision shall not affect the validity and enforceability of the remainder of this Note.

## 6. **Amendment.**

This Note may not be amended, modified or changed, nor shall any provision of this Note be deemed waived, other than by an instrument in writing signed by the party against whom enforcement of any such waiver, amendment, change, or modification is sought.

## 7. **Waivers; Joint and Several Liability.**

Maker and all sureties and accommodation parties, without affecting their liability hereunder, hereby: (a) waive diligence, presentment, protest and demand, (b) waive notice of protest, of demand, of nonpayment, of dishonor and of maturity, and (c) consent to any extension or alteration of the time or terms of payment hereof, any and all renewals, extensions or modifications of the terms hereof, any release of all or any part of any security which may be given for the payment hereof, any acceptance of additional security of any kind, and any release of or resort to any party liable for payment hereof, any of which may be made without notice to any of said parties. All such parties, including Maker (as defined in Section 2.3 above) and each constituent person and entity of Maker, agree that they each shall be jointly and severally liable for full payment of this Note and agree to pay the full amount of the principal and interest of the indebtedness evidenced hereby. Unless and to the extent otherwise limited by the express terms of this Note, this Note is executed with recourse against the individual assets of all persons liable hereunder and against the separate properties and marital community estates of all persons who are personally liable on this Note, and the marital community estates of such persons' spouses.

## 8. **Binding Agreement.**

This Note shall be binding upon the heirs, lawful successors and assigns of Maker; provided, however, that in no event shall Maker be permitted to assign this Note without the prior written consent of Holder, which may be withheld, conditioned, or delayed in Holder's sole discretion.

## 9. **Security.**

This Note is secured by, among other instruments, a Deed of Trust of even date herewith, made by Maker in favor of Tigor Title Company of Oregon for the benefit of Holder and encumbering certain real property located in St. Helens, Oregon.

## 10. **Warranties.**

Maker warrants and represents to Holder that the proceeds of the loan evidenced hereby will be used for commercial purposes and will not be used for personal, consumer, residential or household purposes.

## 11. **Construction.**

This Note and the security documents and guaranties related hereto have been reviewed and negotiated by Maker, Holder and any guarantors with the benefit of or the opportunity to seek the assistance of legal counsel and shall not be construed against any party by presumption. The titles and captions contained in this Note are inserted for convenience and shall

not be deemed to define, limit, extend or modify any provision of this Note. All references to Holder herein shall include any successor or assign of Holder.

**12. Notices.**

Any notice required or permitted to be given under this Note may be given by depositing the same in the United States Mail, postage prepaid, by certified mail, return receipt requested, addressed to the Maker or Holder, as the case may be, at their respective addresses set forth in this Note. Either party may change its address for notices by giving the other party notice of the change. Any notice given in the manner set forth above shall be effective upon the expiration of two (2) business days after deposit in the United States Mail; notice given in any other manner shall be effective only upon receipt by the party for whom the same is intended.

UNDER OREGON LAW MOST AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION, AND BE SIGNED BY LENDER TO BE ENFORCEABLE.

*[Signature On Following Page]*

This Promissory Note has been executed as of the date and year first above written.

**MAKER:**

**Arcadia Holdings, LLC**  
An Oregon limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Maker Address:**  
1420 5th Ave Ste 3700  
Seattle, WA 98101

**Exhibit D-2**

**Replacement Exhibit 8(a)-2 (Deed of Trust Form)**

*[See Attachment]*

**DEED OF TRUST**

AFTER RECORDING RETURN TO:

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**DEED OF TRUST, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT, AND FIXTURE FILING**

Dated August \_\_, 2025

Grantor: Arcadia Holdings, LLC, an Oregon limited liability company

Trustee: Ticor Title Company of Oregon, an Oregon corporation

Beneficiary: City of St. Helens, an Oregon municipal corporation

**ADDITIONAL STATUTORY NOTICES:**

(a) The address of the entity holding a lien or other interest created by this instrument is:

265 Strand Street  
St. Helens, Oregon 97051

(b) The tax account number(s) for the property subject to the lien or in which the interest is created is/are: 4109-00-00100 and 4109-00-00101

(c) Type of transaction: Creation of deed of trust lien and security interests encumbering the property or properties described herein.

(d) Consideration Amount: \$2,932,563.28 (loan amount secured by deed of trust lien)

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH THE  
UNIFORM COMMERCIAL CODE.

## DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING

This Deed of Trust is made and executed this August \_\_\_\_\_, 2025, by **Arcadia Holdings, LLC**, an Oregon limited liability company, as grantor ("Grantor"), whose address is 1420 5th Ave Ste 3700, Seattle, Washington 98101, in favor of **Ticor Title Company of Oregon**, an Oregon corporation, as trustee ("Trustee"), whose address is 2534 Sykes Road, Suite C, St. Helens, Oregon 97051, for the benefit of **City of St. Helens**, an Oregon municipal corporation, as beneficiary ("Beneficiary"), whose address is 265 Strand Street, St. Helens, Oregon 97051.

### Recitals

Grantor is the owner of fee simple title to the real property described on Exhibit A attached hereto. This Deed of Trust is given to secure payment and performance of a promissory note of even date herewith (the "Note") made by Grantor and payable to Beneficiary in the principal sum of **Two Million Nine Hundred Thirty Two Thousand Five Hundred Sixty Three and 28/100 Dollars** (\$2,932,563.28), together with interest as set forth therein. The final payment of principal under the Note is due and payable on January 31, 2031, subject to any extension privileges, if any, set forth in the Note.

This Deed of Trust is further given to secure: (i) payment and performance of any renewals, extensions, substitutions and modifications of the Note and future advances under the Note; and (ii) payment and performance of any other indebtedness or obligation of Grantor to Beneficiary now or hereafter arising under the terms hereof, the terms of the Note or the terms of any other agreement constituting additional security for the Note, including future advances.

### Agreement

Therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant and Conveyance.** For the purposes set forth in the Recitals, Grantor irrevocably grants, conveys, bargains and sells to Trustee, in trust, with power of sale, all of Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the following described properties, and all income, revenues and profits derived from such items of property (all sometimes referred to herein collectively as the "Premises"):

1.1 **The Real Property.** The real property described on Exhibit A attached hereto, together with all rights, interests and hereditaments appurtenant thereto (the "Real Property");

1.2 **The Improvements.** All buildings, structures, fixtures and other improvements of every kind and nature now or hereafter located on or about the Real Property, together with all renewals, replacements, substitutions, accessions, additions and products thereof (the "Improvements");

### 1.3 **Intentionally Omitted.**

1.4 **Leases.** All of Grantor's right, title and interest in and to all lease, occupancy and rental agreements for occupants, tenants and lessees of the Real Property or Improvements, whether now or hereafter existing (the "Tenant Leases"); and

1.5 **Proceeds.** All insurance and condemnation proceeds and awards (including title insurance proceeds) related to the Premises or any interest in the Premises, regardless of form or generation and regardless of the source of payment, and all proceeds (of any generation) of any of the items of property included in the Premises (the "Proceeds").

The parties intend that Beneficiary shall have a security interest in all of the operating revenues of the Premises, whether those revenues are deemed to be derived from or related to the Real Property or the Improvements.

2. **Grantor's Covenants and Warranties.** Grantor warrants, covenants and agrees with and to Trustee and Beneficiary as follows:

2.1 **Title.** Grantor warrants that Grantor is the absolute legal and equitable owner of, and has good and marketable title to, the Real Property. This Deed of Trust is and shall remain a valid and enforceable first lien on the Premises free of all liens, claims, security interests, encumbrances, easements and restrictions except the special exceptions set forth in the mortgagee's policy of title insurance issued to and approved by Beneficiary in connection with this transaction (the "Permitted Exceptions"). Grantor has full power and authority to convey the Premises in the manner and form herein conveyed. Grantor and its successors and assigns shall warrant and defend such title to the Premises forever against all claims and shall promptly perform all of the obligations to be performed hereunder and under the Permitted Exceptions. Grantor shall furnish to Beneficiary written notice of any litigation, lien, or notice of default affecting the Premises when received. Grantor shall, at its cost, do all further acts, and shall execute and deliver all further documents as Beneficiary shall from time to time require to perfect, continue, assure, convey and confirm the Premises to the Trustee or Beneficiary.

### 2.2 **Payment and Performance.**

(a) Payment of Secured Obligations. The Note and all other obligations set forth in the Recitals, including all obligations and duties of Grantor hereunder, are collectively referred to as the "Secured Obligations." Grantor shall pay and perform as and when due all of the Secured Obligations without offset and without prior notice or demand, but in all events subject to all applicable notice and cure periods.

(b) Permitted Exceptions. Grantor shall pay and perform, as and when due, all obligations set forth in or evidenced or secured by the Permitted Exceptions and keep the same free from default.

(c) Payment of Taxes. Grantor shall pay, when prior to delinquency and prior to accrual of interest or penalties, all Taxes (as defined below) with respect to the

Premises. Upon demand, Grantor shall provide Beneficiary with evidence, satisfactory to Beneficiary, that such payments have been made. “Taxes” shall mean and include, without limitation, all personal and real property taxes, assessments and impositions, whether public or private, of any kind, levied, assessed or imposed upon the Premises or any portion thereof. In the event of default by Grantor under any instrument evidencing or securing payment of the Secured Obligations, Beneficiary, at its option, may require Grantor to maintain reserves for payment of Taxes or premiums on insurance required hereunder, or both. The reserve shall be created by initial payment and subsequent monthly payment to Beneficiary of an amount determined by Beneficiary to be sufficient to produce, at least thirty (30) days before they are due, amounts equal to or in excess of the Taxes or insurance renewal premiums to be paid. If, at the time payments are to be made, the reserve is insufficient or would be rendered insufficient, Grantor shall upon demand pay such additional sum as Beneficiary shall determine to be necessary. Beneficiary shall not be required to pay any interest with respect to any reserves and shall be entitled to commingle such reserves with other funds of Beneficiary, to the extent permitted to do so by applicable law.

**2.3 Construction, Maintenance and Repair.** Without limiting Grantor’s obligations under any other agreement executed in favor of Beneficiary, Grantor shall keep the Real Property and Improvements in good operating order, repair and condition, ordinary wear and tear excepted, and shall not commit or permit any waste thereof. Grantor, at its cost, shall make all repairs necessary to the Real Property and Improvements and shall complete and restore promptly and in good and workmanlike manner any portion of the same which may be damaged or destroyed, and pay, when due, all costs incurred in connection therewith regardless of whether sufficient proceeds are available to pay such costs; the same shall be restored and repaired so as to be at least equal in value and of substantially the same character as existed prior to such damage or destruction. Grantor shall not demolish any of the Improvements (including any real property fixtures), save and except for any redevelopment of the Property that has been approved by Grantor, in its reasonable discretion.

**2.4 Compliance with Laws.** Grantor shall comply with all laws, ordinances, regulations, easements, agreements, covenants, conditions and restrictions now or hereafter affecting the Premises or the use or operation thereof. Grantor shall not cause, permit or suffer any violation of any of the foregoing and shall pay all fees or charges of any kind in connection therewith. Grantor shall indemnify and hold Beneficiary, its officers, directors, employees, members and agents (the “Beneficiary Parties”), and the Premises, harmless from any claim, cost, damage or expense, including attorney fees and penalties, with respect to any breach or alleged breach of the covenants set forth in this Section 2.4.

**2.5 Insurance.**

(a) Obligation to Insure. Grantor shall provide, maintain and keep in force, at its own cost and expense, the following policies of insurance, and such other insurance (including, without limitation, flood and earthquake insurance) as Beneficiary reasonably may require from time to time against the same or other hazards:

(i) Property Insurance. Property insurance (including earthquake and flood coverages) against loss or damage to the Real Property and the Improvements by fire and any and all of the risks covered by insurance of the type known as of the date hereof

as “special form,” in an amount not less than one hundred percent (100%) of the full replacement cost of the Improvements, as determined from time to time by Beneficiary, without deduction for depreciation. The amount deductible from the loss payable for any casualty shall be approved by Beneficiary and such deductible shall be the obligation of Grantor. Such policy of insurance shall be maintained for and name Grantor and Beneficiary as insureds, as their respective interests may appear, and shall contain the “replacement cost endorsement,” and a lender’s loss payable endorsement in favor of Beneficiary in form reasonably acceptable to Beneficiary.

(ii) Liability Insurance. Comprehensive commercial general liability insurance, including Products and Completed Operations coverage, on an “occurrence basis” insuring against claims for bodily injury, death or property damage occurring in, on or about the Real Property and Improvements and adjoining streets, sidewalks and passageways arising out of or in any way connected with the use, occupancy, possession, ownership or condition of the same. The limits of such coverage shall be no less than Two Million Dollars (\$2,000,000) per occurrence. Such policy shall insure performance of Grantor’s indemnity obligations under this Deed of Trust and shall name Beneficiary as an additional insured, providing coverage for Beneficiary regardless of whether the asserted claim is also asserted against Grantor.

(iii) Builder’s Risk Insurance. During the course of any construction or repair at the Premises, builder’s risk insurance against all risks of physical loss, on a completed value basis, including collapse and transit coverage, with a deductible approved by Beneficiary, covering the total value of work performed and equipment, supplies and materials furnished, and containing the “permission to occupy upon completion of work” endorsement.

(b) Exculpation; General Provisions Related to All Policies. Neither Trustee nor Beneficiary shall be obligated to obtain insurance, nor be responsible for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. All policies of insurance required by this Deed of Trust: (i) shall contain an endorsement or an agreement of the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act of negligence of Grantor or Beneficiary which might otherwise result in forfeiture of said insurance and further waiving all rights of setoff, subrogation, counterclaim or deductions against Beneficiary; (ii) shall be issued in amounts no less than those specified in this section and shall be issued by companies acceptable to Beneficiary; (iii) shall be issued by insurance companies reasonably acceptable to Beneficiary; and (iv) shall contain a provision that such policies will not be cancelled or amended, or be subject to any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Beneficiary.

(c) Delivery of Insurance Policies, Payment of Premiums. Grantor shall furnish Beneficiary with a copy of each policy of insurance required hereunder and a certificate of each policy of insurance required hereunder evidencing the required coverage, each such certificate setting forth the coverage, the limits of liability, the name of the carrier, the policy number and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Grantor shall furnish Beneficiary evidence of the reissuance of such policy continuing insurance in force as required by this Deed of Trust. In the event any such insurance policy or evidence of

payment of premium are not so delivered to Beneficiary as required hereunder, Grantor, by executing this Deed of Trust, specifically requests Beneficiary to obtain and pay for, and Beneficiary may obtain and pay for, such insurance for such risks covering Beneficiary's interest in the Premises (without notice to or demand upon Grantor and without releasing Grantor from any obligation hereunder), and Grantor shall pay all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Grantor the amount of all such premiums together with interest thereon at the Advance Rate (defined in Section 2.10) from the date of payment by Beneficiary shall be secured by this Deed of Trust.

### WARNING

**UNLESS YOU (GRANTOR) PROVIDE US (BENEFICIARY) WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY OUR CONTRACT OR LOAN AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE.**

**YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR CONTRACT OR LOAN BALANCE. IF THE COST IS ADDED TO YOUR CONTRACT OR LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING CONTRACT OR LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE.**

**THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.**

(d) Casualty Insurance Proceeds. If all or any part of the Premises is damaged or destroyed, then all proceeds of insurance shall be payable and paid to Beneficiary, and the net amount of the same (meaning all such proceeds received by Beneficiary less costs incurred by Beneficiary in the collection thereof, including, without limitation, attorney fees) shall be, at Beneficiary's election and in Beneficiary's sole and absolute discretion, either applied to the Secured Obligations or made available to Grantor to be used to restore the damaged property, as provided below.

(i) Application of Insurance Proceeds to Indebtedness. Any proceeds to be applied to the Secured Obligations shall be applied first against all amounts due

hereunder or under the Note other than principal or interest, second against accrued, unpaid interest on the Note, and third against the principal balance of the Note. No such application shall excuse or reduce the amount of any regular payment required under the terms of any document related to the Secured Obligations. Grantor hereby authorizes and directs any affected insurance company to make payment of such insurance proceeds directly to Beneficiary. If the Premises are materially damaged by a casualty and Beneficiary elects to apply insurance proceeds to the Secured Obligations pursuant to the terms hereof, then Beneficiary, at its option, may elect to accelerate the Secured Obligations and declare the same to be due and payable.

(ii) Disbursement of Insurance Proceeds for Restoration. If Beneficiary elects to permit Grantor to use insurance proceeds to rebuild the Premises, the disbursement of such proceeds shall be made by Beneficiary incrementally as work is completed and subject to such conditions as Beneficiary may impose in its absolute discretion. The proceeds to be made available for restoration will be the net proceeds remaining after deducting all expenses of collection of the proceeds, including attorney fees. The determination of Beneficiary whether to permit restoration will include, among other matters, a determination by Beneficiary, in its sole discretion, that restoration is feasible with the proceeds available and that restoration will result in reconstructed Premises equal in quality and condition to the Premises in existence prior to the destruction and that the value of the Premises as restored will exceed the unpaid balance of the Secured Obligations.

(iii) No Limit on Grantor's Obligations. Nothing herein contained shall excuse Grantor from repairing or maintaining the Premises, as provided in Section 2.3 or restoring all damage or destruction to the same, regardless of the existence, payment or adequacy of insurance proceeds.

(iv) Proof of Loss; Right to Settle. Grantor shall give prompt written notice to Beneficiary of any casualty to all or part of the Real Property or Improvements. Beneficiary may make proof of loss if Grantor fails to do so within thirty (30) days of the casualty, but in all events Beneficiary may make proof of loss within the time period required to protect the rights of the insureds under any policy of insurance if Grantor fails to do so. Beneficiary is authorized at its option to either: (A) settle and adjust any claim under such policies with the consent of Grantor (except that, after any event of default, no consent of Grantor shall be required), or (B) allow Grantor to agree with the insurance company or companies on the amount to be paid upon the loss; and in any case Beneficiary shall, and is authorized to, collect and receipt for any such insurance proceeds; and the reasonable expenses incurred by Beneficiary in the adjustment and collection of insurance proceeds shall be deducted from said proceeds and reimbursed to Beneficiary.

(e) Assignment of Insurance Policies Upon Foreclosure. Grantor assigns to Beneficiary all unearned premiums under all insurance policies required hereunder and agrees that in the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Premises in extinguishment, in whole or in part of the debt secured hereby, all right, title and interest of Grantor in and to all policies of insurance required hereunder shall inure to the

benefit of and pass to the successor in interest to Grantor or the purchaser or grantee of the Premises.

(f) **Waiver and Release.** All terms of the Secured Obligations shall be paid and performed without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction.

**2.6 Condemnation.** The Grantor, immediately upon obtaining knowledge of any contemplated condemnation of the Premises or any portion thereof, or of the institution of any proceeding for the condemnation of the Premises or any portion thereof, shall notify Beneficiary of the pendency thereof. Grantor assigns, transfers and sets over to Beneficiary all compensation, rights of action, the entire proceeds of any award and any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation or by sale in lieu thereof. Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such condemnation, taking under the power of eminent domain or sale in lieu thereof. After deducting therefrom all of its expenses, including attorney fees, the net proceeds of the award which have been paid to Beneficiary shall be applied to the payment of the indebtedness secured hereby, or, at the election of Beneficiary, in Beneficiary's sole and absolute discretion, may be made available to Grantor for restoration or rebuilding of the Premises if such restoration is feasible in such a way as to restore the Premises to the same use and at least the condition and quality as the Premises existed prior to the condemnation, the value of which shall exceed the sum of the then unpaid balance of the debt secured hereby. Any such condemnation proceeds made available to Grantor by Beneficiary shall be advanced to Grantor under a disbursement system designated by Beneficiary. To the extent that such proceeds are paid to Beneficiary but are either not made available to Grantor under the preceding sentence, or are not used by Grantor for such purpose within one hundred eighty (180) days, such proceeds shall be applied to the indebtedness and obligations secured hereby in the manner set forth in **Section 2.5(d)(i)**. Beneficiary, at its option, may declare the Secured Obligations to be entirely due and payable if the condemnation materially affects the Premises or the use thereof and the proceeds are not made available to Grantor for rebuilding. Grantor agrees to execute such further assignments of any compensation, award, damages, right of action and proceeds as Beneficiary may require. Notwithstanding the foregoing, in no event shall the terms of this Section 2.6 be deemed to relieve Beneficiary of any liability that may exist pursuant to the PSA (if any) in connection with a breach of Beneficiary's representations and warranties contained therein.

**2.7 Liens and Encumbrances.** Grantor shall pay, prior to delinquency, all obligations, lawful claims or demands of any person which, if unpaid, might result in, or permit the creation of, a lien or encumbrance on the Premises or any portion thereof, including all claims of contractors, laborers, suppliers and others for work or labor performed or materials or supplies furnished or rented in connection with any work, alteration, improvement of or construction upon the Premises; provided, however, that in the event Grantor disputes the amount or validity of any claim which constitutes a lien or encumbrance on the Premises, Grantor may contest such claim provided, that: (a) Grantor gives to Beneficiary prior written notice of such contest; (b) Grantor causes such lien to be removed, by bond or deposit as allowed by applicable law, from the Premises within fifteen (15) days of the filing of such lien or claim; (c) Beneficiary's interest in the Premises

and/or the lien of this Deed of Trust are not, in Beneficiary's sole opinion, jeopardized thereby; and (d) Grantor promptly pays any amount ultimately determined to be due.

**2.8 Indemnification.** Grantor shall appear in and defend any suit, action or proceeding that, in the sole judgment of Beneficiary, may affect the value of the Premises, the title to the Premises or the rights and powers of Trustee or Beneficiary. Grantor shall indemnify Beneficiary, the Beneficiary Parties and Trustee from and against any claim, loss, cost, damage or expense (including attorney fees) arising out of or related to this Deed of Trust, the Premises or the condition (whether now existing or hereafter arising) thereof. The indemnity obligations of Grantor shall survive the reconveyance or foreclosure hereof.

**2.9 Sale of Premises.** In addition to any other right available hereunder, at law or in equity, Beneficiary may declare all sums secured hereby immediately due and payable if, without Beneficiary's prior written consent: (a) Grantor sells, assigns, transfers, conveys, contracts or agrees to sell (as by execution of a land sale contract), enters into a complete lease, a master lease, or a ground lease with respect to, encumbers, mortgages, assigns for security purposes, or otherwise disposes of, hypothecates or alienates, voluntarily or involuntarily, all or any part of the Premises or any interest of Grantor therein, except as allowed under the terms hereof; (b) Grantor suffers title to or any interest in the Premises to be divested, whether voluntarily or involuntarily; (c) if any party comprising Grantor is a partnership (general or limited) or a joint venture and any portion of any general partnership interest of any general partner or joint venture interest of such party is sold, transferred, mortgaged or otherwise disposed; (d) if Grantor is any form of cotenancy and any portion of the interest of any cotenant is sold, transferred, mortgaged or otherwise disposed; (e) if Grantor or any general partner of Grantor or any cotenant of Grantor is a privately held corporation (*i.e.*, a corporation whose stock is not publicly traded on a stock exchange) or a limited liability company and twenty-five percent (25%) or more, in the aggregate, of the capital stock or ownership of any such corporation or limited liability company is sold, transferred, hypothecated or otherwise disposed; or (f) if any party comprising Grantor is a trust, and such trust is dissolved or liquidated or extraordinary distributions of the assets of such trust are made. The foregoing acts are herein referred to as a "Sale" and a Sale without the prior written consent of Beneficiary shall be an Event of Default hereunder. Beneficiary may withhold such consent in its sole and absolute discretion. Any consent by Beneficiary to one Sale shall not constitute a waiver of Beneficiary's rights hereunder with respect to any subsequent Sale. In the event of a Sale which is a conveyance without the prior written approval of Beneficiary, the Beneficiary may, without notice to the Grantor, deal with such successor or successors in interest with reference to this Deed of Trust and the Note in the same manner as with Grantor, without in any way releasing, discharging or otherwise affecting the liability of Grantor hereunder or under the Note or any other document evidencing or securing any Secured Obligation. No Sale shall affect Grantor's obligation to perform each term and provision hereof, nor release Grantor from any liability hereunder.

**2.10 Advances.** If Grantor shall fail to perform (and such failure continues beyond all applicable notice and cure periods) any of the covenants contained herein, in the Note, in any instrument constituting additional security for the Note, in any Permitted Exception, or in any document evidencing or securing any Secured Obligation, Beneficiary may, but without obligation to do so, make advances to perform same on behalf of Grantor, and all sums so advanced shall be secured by this Deed of Trust. Grantor shall repay on demand all sums so advanced in its

behalf with interest at the rate of eighteen percent (18%) per annum or the highest rate permitted to be charged by applicable law, whichever is the lesser (the "Advance Rate"), from the date of expenditure until the date repaid. Nothing herein contained shall prevent any such failure to perform on the part of Grantor from constituting an Event of Default and no exercise by Beneficiary of any right hereunder shall constitute a waiver of such Event of Default.

2.11 **Time.** Beneficiary, Grantor and Trustee agree that time is of the essence with respect to all their respective obligations under this Deed of Trust.

2.12 **Assignment of Rents, Leases and Income from Operations.** As additional security, Grantor assigns to Beneficiary all rents, income, revenues and profits arising from the Premises, and all of Grantor's right, title and interest in and to the Tenant Leases, including rent, if any, which flow directly from the Premises and all rents, and room rates derived from any operations on the Premises. Grantor shall have the right to collect, retain and use rentals from the Premises prior to an Event of Default. This assignment shall not operate to place the responsibility for the control, care, management, or repair of the Premises upon Beneficiary. Upon an Event of Default, Beneficiary shall have the right, at its election, independently or through a receiver, to collect the rents, income and profits arising from the Premises, without impairing any other right of Beneficiary. Grantor covenants and agrees that it shall promptly and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all Tenant Leases that may exist from time to time on the part of the lessor thereunder to be kept and performed. Beneficiary shall have no obligation to collect rents or any other items of income or to perform any obligation with respect to any Tenant Lease that may exist from time to time. Following the occurrence of any Event of Default, Beneficiary may require Grantor to hold all rents and any items of income described herein in trust for Beneficiary, without commingling, and deliver the same to Beneficiary. In the event Beneficiary or a receiver collects rents or such items of income, then Grantor irrevocably appoints Beneficiary as its attorney-in-fact, deemed coupled with an interest, to demand, collect, receive, receipt for, sue for and recover all rents and income, to negotiate checks in connection with the foregoing, and to settle or compromise claims related to any Tenant Leases that may exist from time to time.

2.13 **Intentionally Omitted.**

2.14 **Inspections.** Beneficiary, and its agents, representatives and workmen, are authorized, but not obligated, to enter at any reasonable time upon or in any part of the Premises for the purpose of inspecting the same, and for the purpose of performing any of the acts it or Grantor is authorized to perform under the terms of this Deed of Trust.

2.15 **Imposition of Tax.** The enactment of any tax upon this Deed of Trust (whether chargeable against an owner, mortgagee or holder of an indebtedness) or upon all or any part of the Secured Obligations shall constitute an Event of Default, and Beneficiary may exercise any remedy available to it in the case of an Event of Default, unless Grantor: (a) lawfully pays the tax or charge, or reimburses Beneficiary therefor, and (b) agrees, in writing, within thirty (30) days after notice from Beneficiary that the tax law has been enacted, to pay the tax or charge or reimburse Beneficiary therefor.

**2.16 Land Use Matters.** Grantor warrants that: (a) the Real Property and Improvements do and shall at all times comply with the applicable zoning ordinance and comprehensive plan (and any overlay zoning ordinances or other land use control laws and ordinances), and all applicable land use permits and approvals, and (b) the Improvements and uses thereof are and shall be uses permitted as of right. Grantor shall not cause any zone change or comprehensive plan change with respect to the Real Property or the Improvements, submit the Premises to any form of condominium or planned community ownership, cause or allow any subdivision or partition with respect to the Premises or consent to the inclusion of the Premises in a special or local improvement district, without in each instance, obtaining the prior written consent of Beneficiary, which may be withheld by Beneficiary in its sole and absolute discretion.

**2.17 Utilities.** Grantor shall pay or cause to be paid when due all utility charges which are incurred by Grantor or others for the benefit of or for service to the Premises or which may become a charge or lien against the Premises for gas, electricity, water, sewer or other utility services furnished to the Premises and all other assessments or charges of a similar nature, whether public or private, affecting the Premises or any portion thereof.

### **3. DEFAULT.**

**3.1.1 Events of Default.** The following, in addition to all other acts, events, and conditions declared to be events of default herein, are events of default hereunder ("Events of Default"):

(a) The occurrence of any event of default with respect to the Note or any other instrument or agreement which evidences or secures any of the Secured Obligations other than this Deed of Trust.

(b) Failure by Grantor to make any payment to Beneficiary when due in accordance with the terms of this Deed of Trust; provided, however, that no more frequently than once in any twelve (12) month period, Beneficiary shall provide Grantor with written notice of a default under this Section 3.1.1.(b) and a five (5) day period after such notice within which to cure the default identified in the notice.

(c) Failure by Grantor to perform any of the terms, covenants and conditions set forth in this Deed of Trust, other than the obligations mentioned in Sections 3.1(a) and (b), within fifteen (15) days of receipt of written notice from Beneficiary regarding the same; provided, however, that if such failure cannot be cured within such fifteen (15) day period despite commercially reasonable efforts, then the cure period shall be extended to provide Grantor with a reasonable opportunity (not to exceed forty-five (45) days) to cure such failure provided that Grantor (i) promptly commence such cure upon notice from Beneficiary, and (ii) diligently pursues completion of such cure until such cure is complete. Notwithstanding the foregoing, Grantor will not be granted a notice and cure period under this subsection (c) that would jeopardize Beneficiary's interest in the Premises or Beneficiary's ability to collect all amounts secured hereby.

(d) Breach of any warranty or representation given by Grantor to Trustee or Beneficiary.

(e) Without implying consent of Beneficiary to the creation of any lien encumbering the Premises, institution of foreclosure or other proceedings (either judicial or nonjudicial) to enforce any security interest or other lien or encumbrance (junior or senior) of any kind upon the Premises or any portion thereof or interest therein.

(f) Grantor or any successor or assign thereof: (i) files a voluntary petition in bankruptcy or for an arrangement or reorganization pursuant to the Federal bankruptcy statutes, or any similar law, state or Federal ("Bankruptcy Proceeding"); (ii) is the object of any involuntary Bankruptcy Proceeding which is not stayed or dismissed within sixty (60) days of filing; (iii) is adjudicated a bankrupt or declared insolvent in any Bankruptcy Proceeding; (iv) has a trustee or receiver appointed for it or has any court take jurisdiction of any of its property in any reorganization, arrangement, dissolution or liquidation proceeding, unless such trustee or receiver is discharged or if such jurisdiction be relinquished or vacated within thirty (30) days of appointment or commencement; or (v) makes an assignment for the benefit of its creditors or consents to an appointment of a receiver or trustee of any of its property.

(g) The occurrence or existence of any default (after passage of any applicable cure period) under any Permitted Exception.

**3.2 Remedies.** In addition to any other rights and remedies provided herein, in the Note, in any document evidencing or securing the Secured Obligations, or available at law or in equity, Beneficiary shall have the following rights and remedies upon the occurrence of any Event of Default:

(a) Acceleration. Beneficiary, by written notice given to Grantor, may declare the entire principal of the Note then outstanding, and all accrued and unpaid interest thereon, and all other Secured Obligations, to be due and payable immediately.

(b) Possession and Receiver. The Trustee or Beneficiary, personally or by its agents or attorneys, or through a duly appointed receiver, may enter into and upon all or any part of the Premises, and each and every part thereof, and may exclude the Grantor and its agents wholly therefrom; and may possess, use, operate, manage, improve and control the Premises. Trustee or Beneficiary shall be entitled to collect and receive all earnings, revenues, issues, profits and income of the Premises whether or not Beneficiary, Trustee, or a receiver is then in possession of the Premises. Beneficiary shall be entitled to the appointment of a receiver as a matter of right, whether or not the apparent value of the Premises exceeds the indebtedness secured hereby, and any receiver appointed may serve without bond. Employment by Beneficiary shall not disqualify a person from serving as a receiver. The exercise of any right under this Section 3.2(a) shall not be deemed an election of remedies nor a "pending action" so as to preclude the exercise of any other right or remedy.

The amounts borrowed from or advanced by Beneficiary shall bear interest at the Advance Rate from the date of expenditure until repaid, and such amounts and interest shall be an indebtedness of Grantor secured hereby.

(c) Uniform Commercial Code. Beneficiary shall have all of the remedies of a secured party under the Uniform Commercial Code as adopted in the State of Oregon

and any other applicable law. To the extent permitted by law, Grantor expressly waives any notice of sale or other disposition and notice of the exercise of any other right or remedy of Beneficiary arising by reason of an Event of Default hereunder, and to the extent any such notice is required and cannot be waived, Grantor agrees, for the purpose of this paragraph only, that if such notice is mailed, postage prepaid, to the Grantor at the above address at least five (5) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

(d) Sale. The Trustee may, and upon the written request of Beneficiary, shall, and the Beneficiary may to the extent permitted by law, with or without entry, personally or by its agents or attorneys as far as applicable:

(i) Sell the Premises and otherwise exercise the power of sale granted herein as a nonjudicial foreclosure of this Deed of Trust in the manner provided by applicable laws pertaining to the foreclosure of deeds of trust;

(ii) Institute proceedings for the complete or partial judicial foreclosure of this Deed of Trust as a mortgage in the manner provided by applicable law; and/or

(iii) Apply to any court of competent jurisdiction for the appointment of a receiver for the Premises to operate the same and collect all the earnings, revenues, issues, profits and income therefrom.

(e) Proceeds. In the event of any judicial or nonjudicial foreclosure sale made under or by virtue of Section 3.2(d), the entire outstanding principal of and interest on the Note, if not previously due and payable, and all other sums secured hereby, immediately thereupon shall become due and payable. The proceeds of any sale made under or by virtue of this Section 3.2(e), together with any other sums which then may be held by the Trustee or Beneficiary under this Deed of Trust shall be applied in the manner provided by law. Upon any judicial or nonjudicial sale made under or by virtue of this Section 3.2(e), the Beneficiary may bid for and acquire the Premises or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness of the Grantor secured by this Deed of Trust the net sales price after deducting therefrom the expenses of the sale and the cost of the action and any other sums which the Beneficiary is authorized to deduct under this Deed of Trust.

(f) Tenancy at Will. In the event Grantor remains in possession of the Premises after the same have been sold as provided herein or after Beneficiary otherwise becomes entitled to possession of the same, Grantor shall become a tenant at will of Beneficiary or the purchaser of the Real Property and shall pay, while in possession, a reasonable rental for use of the Real Property and Improvements.

(g) Remedies Not Exclusive. No remedy granted herein is intended to be exclusive of any other remedy provided herein or at law or in equity, but each shall be cumulative. Each such remedy may be exercised singly, collectively or seriatim, and as often as may be deemed expedient by Trustee or Beneficiary. If there exists additional security for the performance of the obligations secured hereby, Beneficiary, at its sole option and without limiting or affecting any rights or remedies hereunder, may exercise any of the rights and remedies to which

it may be entitled hereunder either concurrently with whatever other rights it may have in connection with such other security or in such order as it may determine.

#### 4. MISCELLANEOUS TERMS AND CONDITIONS.

4.1 **Acceptance of Trust; Notice.** The Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is recorded. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless Trustee brings such action.

4.2 **Powers of Trustee.** Trustee or Beneficiary may from time to time apply in any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder, and Trustee or Beneficiary may obtain orders or decrees directing or confirming acts in the execution of said trusts. Grantor shall pay to Trustee reasonable compensation and reimbursement for services and expenses in the administration of the trusts created hereunder, including reasonable attorney fees, but in no event more than allowed by any applicable statute. Grantor agrees to and does indemnify Trustee and Beneficiary against all losses, claims, demands and liabilities which either may incur, suffer or sustain in the execution of the trusts created hereunder or in the performance of any act required or permitted hereunder or by law.

4.3 **Substitution of Trustee.** By a writing signed and acknowledged by Beneficiary and filed for record in the office of the recorder of the county in which the Real Property is situated, Beneficiary from time to time may appoint another trustee to act in the place and stead of Trustee or any successor.

4.4 **Leases.** In the event Beneficiary shall institute judicial proceedings to foreclose the lien hereof, and shall be appointed as a mortgagee in possession of the Premises, Beneficiary, during such time as it shall be mortgagee in possession, shall have, and Grantor hereby gives and grants to Beneficiary, the right, power and authority to make and enter into leases of the Premises or any portion thereof for such rents and for such periods of occupancy and upon such conditions and provisions as such mortgagee in possession may deem desirable, and Grantor expressly acknowledges and agrees that the term of any such lease may extend beyond the date of any sale of the Premises hereunder, it being the intention of Grantor that, while Beneficiary is a mortgagee in possession of the Premises, Beneficiary shall be deemed to be and shall be the attorney-in-fact of Grantor for the purpose of making and entering into leases of parts or portions of the Premises for the rents and upon the terms, conditions and provisions deemed desirable by Beneficiary. The power and authority hereby given and granted by Grantor to Beneficiary shall be deemed to be coupled with an interest and shall not be revocable by Grantor.

4.5 **Marshaling of Assets.** Grantor hereby expressly waives all rights to require a marshaling of assets by the Trustee or Beneficiary or to require Trustee or Beneficiary to first resort to the sale of any portion of the Premises which might have been retained by Grantor before foreclosing upon and selling any other portion thereof.

4.6 **Nonwaiver.** By accepting payment of any sum secured hereby after its due date or late performance of any obligation secured hereby, Beneficiary shall not waive its right

against any person obligated directly or indirectly hereunder or on any indebtedness hereby secured either to require prompt payment or performance when due of all other sums and obligations so secured or to declare a default for failure to make such payment. No exercise of any right or remedy by Trustee or Beneficiary hereunder shall constitute a waiver of any other right or remedy allowed herein, in any other document evidencing or securing any Secured Obligation, or at law or in equity. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

**4.7 Rules of Construction.** When the identity of the parties or the context of a provision makes it appropriate, the neuter gender shall include the feminine and masculine, and the singular shall include the plural. The headings of each section are for information and convenience only and shall not limit or affect the contents of any provisions hereof.

**4.8 Severability.** If any term of this Deed of Trust or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Deed of Trust shall not be affected thereby, and each term of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

**4.9 Successors in Interest; Joint and Several Liability.** Subject to the limitations set forth in Section 2.9, this Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, executors, administrators, successors and assigns. If Grantor is comprised of more than one person or entity, then all obligations of Grantor hereunder are joint and several and each party comprising Grantor agrees and promises to pay the Secured Obligations. The term "Beneficiary" shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.

**4.10 Notices.** All notices to be given pursuant to this Deed of Trust shall be in writing and shall be sufficient if personally delivered or deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom directed at its address shown above. Notices (as distinguished from payments) will be deemed received when personally delivered or two (2) days after deposit in the United States Mail. Any party may change its address set forth herein by giving ten (10) days prior written notice thereof to all other parties.

**4.11 Modifications.** This Deed of Trust may not be amended, modified or changed except by a written instrument signed by the parties hereto.

**4.12 Attorney Fees.** If any litigation or arbitration is instituted to enforce or interpret any provision hereof, or to foreclose this Deed of Trust, the prevailing party shall be entitled to collect, in addition to all other amounts and relief, its court costs, title search costs, and other reasonable attorney fees, incurred both at and in preparation for trial and any appeal or review, such amount to be set by the court before which the matter is heard. Without limitation on and in addition to the foregoing, Grantor agrees to reimburse Beneficiary for all such costs and fees which Beneficiary may incur in connection with any bankruptcy or similar proceeding wherein the Grantor, or any guarantor, surety or accommodation party is the "debtor," including

(without limitation) issues peculiar to Federal bankruptcy law. If Beneficiary is the prevailing party, such costs and attorney fees shall be secured by this Deed of Trust.

**4.13 Priority of Trust Deed.** The terms of the obligation secured hereby may provide that the interest rate, payment terms or balance due may be indexed, adjusted or renewed. The priority of this Deed of Trust shall not be affected by renegotiation or adjustment of the interest rate provided in the Note (which may increase or decrease the amount of periodic payments or extend or shorten the term of this Deed of Trust), any increase in the underlying obligation as a result of deferment of all or a portion of interest payments and the addition of such payments to the outstanding balance of the obligation, or the execution of new agreements which reflect such changes.

**4.14 Commercial Trust Deed.** This Deed of Trust is a commercial trust deed and is not a residential trust deed, as the phrase "residential trust deed" is defined in ORS 86.705, and the provisions of ORS 86.705 through 86.815 applicable to the foreclosure of commercial trust deeds shall apply to this Deed of Trust at the option of Beneficiary. Grantor warrants that the loan secured hereby is for commercial purposes and is not for residential, household, personal or consumer purposes.

**4.15 Mutual Negotiation.** Beneficiary and Grantor confirm that they have mutually negotiated this Deed of Trust and that none of the terms or provisions of this Deed of Trust shall be presumptively construed against either party.

**4.16 Report of Real Estate Transaction.** Grantor has made or provided for making, or will make or provide for making, on a timely basis, any reports or returns required under Section 6045(e) of the Internal Revenue Code of 1986 as amended (the "Code") (and any similar reports or returns required by state or local law) relating to the Premises, notwithstanding the fact that the primary reporting responsibility may fall on Beneficiary, counsel for Beneficiary, or another party. Grantor's obligations under this paragraph will be deemed to be satisfied if proper and timely reports and returns required under this paragraph are filed by a title company or real estate broker involved in the real estate transaction relating to the Premises, but nothing contained herein shall be construed to require such returns or reports to be filed by Beneficiary or counsel for Beneficiary.

**4.17 Assignment by Beneficiary.** Beneficiary may assign this Deed of Trust in whole or in part to any person and may grant participation in any of its rights under this Deed of Trust, without notice and without affecting Grantor's liability under this Deed of Trust. In connection with any proposed assignment, participation or similar arrangement, Beneficiary may make available to any person all credit and financial data furnished or to be furnished to Beneficiary by Grantor or any guarantor of the Note. Grantor agrees to provide to the person designated by Beneficiary any information as such person may reasonably require to form a decision regarding the proposed assignment, participation or other arrangement.

**[Signature and acknowledgement on the following page.]**

Executed as of the date first above written.

**GRANTOR:**

Arcadia Holdings, LLC,  
an Oregon limited liability company

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

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

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of August , 2025, by \_\_\_\_\_, the \_\_\_\_\_ of **Arcadia Holdings, LLC**, an Oregon limited liability company, on behalf of the company.

\_\_\_\_\_  
NOTARY PUBLIC FOR \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Exhibits:

A – Legal Description

**Exhibit A**  
**Legal Description**

*[See Attachment]*

**City of St. Helens**  
**RESOLUTION NO. 2054**

**A RESOLUTION ESTABLISHING AN OFFICIAL COMPENSATION PACKAGE FOR THE  
MAYOR FOR FOOD, BEVERAGES AND OTHER CITY-RELATED ITEMS**

**WHEREAS**, this policy is to address any Oregon Government Ethics (ORS 244) issues that might arise from the City of St. Helens providing meals, food, beverages, or other compensation to members of the City Council as a result of performing their official duties for the City of St. Helens (City); and

**WHEREAS**, the Council will vote on this policy in four separate resolutions to avoid any conflicts of interest; and

**WHEREAS**, this Resolution will apply to the elected officials in the office of mayor; and

**WHEREAS**, the office of the mayor is currently held by Mayor Jennifer Massey.

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

**Section 1.** The City will adopt the policy established in Exhibit A, attached to this resolution, for the elected office of the mayor.

**Section 2.** This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council on this 3<sup>rd</sup> day of September 2025 by the following vote:

Ayes:

Nays:

Abstains:

\_\_\_\_\_  
Jennifer Massey, Mayor

ATTEST:

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

**Policy establishing an official compensation package for elected officials regarding food, beverages, and other city related items provided to officials while performing official duties.**

Application: This policy applies to elected officials for the City of St. Helens.

Policy: As part of their official compensation package as that term is used under ORS 244.040(2)(a), elected officials may receive the following from the City:

- (1) Food, beverage, and other related items provided by the City to covered officials including any of their relatives or household members who are accompanying them during a St. Helens-related event such as, but not limited to meetings, team building activities, potlucks, volunteer appreciation lunches, retirement parties, retreats, and conferences.
- (2) Items with the City's logo provided to them in their role as a covered official such as clothing, water bottles, pens, paper, etc.
- (3) This policy does not apply to:
  - (a) Food, lodging, transportation, and other related costs reimbursed by the City and covered under existing City reimbursement policies.
  - (b) Food, beverages, and other related items provided by the City to covered officials that are also available to the public at large.
  - (c) Items that are considered "gifts" under ORS 244.020(7).
- (4) Compensation provided as part of an official compensation package may be subject to income tax per the IRS rules on taxable fringe benefits. Provided food and beverages are not intended to be taxable fringe benefits.

Examples: To follow are examples of when this policy would apply:

- (1) At its regular meetings, the City provides food and beverages for the city council. That food and beverage would be considered part of the official compensation package.

Elected official provided with a meal by an outside third party is not considered part of the official compensation package and must be analyzed under ORS 244.

**City of St. Helens**  
**RESOLUTION NO. 2055**

**A RESOLUTION ESTABLISHING AN OFFICIAL COMPENSATION PACKAGE FOR THE CITY COUNCILOR POSITION CURRENTLY HELD BY MARK GUNDERSEN, THE CITY COUNCILOR POSITION CURRENTLY HELD BY BRANDON SUNDEEN, AND APPLYING TO ANY CITY COUNCILORS SUBSEQUENTLY HOLDING THOSE POSITIONS, FOR FOOD, BEVERAGES AND OTHER CITY-RELATED ITEMS**

**WHEREAS**, this policy is to address any Oregon Government Ethics (ORS 244) issues that might arise from the City of St. Helens providing meals, food, beverages, or other compensation to City Councilors as a result of performing their official duties for the City of St. Helens (City); and

**WHEREAS**, the Council will vote on this policy in four separate resolutions to avoid any conflicts of interest; and

**WHEREAS**, this Resolution will apply to the city councilor positions with terms expiring in 2026, currently held by Mark Gundersen and Brandon Sundeen, and applying to any city councilors subsequently holding those positions.

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

**Section 1.** The City will adopt the policy established in Exhibit A, attached to this resolution, for the city councilor positions with terms expiring in 2026, currently held by Mark Gundersen and Brandon Sundeen, and applying to any city councilors subsequently holding those positions.

**Section 2.** This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council on this 3<sup>rd</sup> day of September 2025 by the following vote:

Ayes:

Nays:

Abstains:

\_\_\_\_\_  
 Jennifer Massey, Mayor

ATTEST:

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

**Policy establishing an official compensation package for elected officials regarding food, beverages, and other city related items provided to officials while performing official duties.**

Application: This policy applies to elected officials for the City of St. Helens.

Policy: As part of their official compensation package as that term is used under ORS 244.040(2)(a), elected officials may receive the following from the City:

- (1) Food, beverage, and other related items provided by the City to covered officials including any of their relatives or household members who are accompanying them during a St. Helens-related event such as, but not limited to meetings, team building activities, potlucks, volunteer appreciation lunches, retirement parties, retreats, and conferences.
- (2) Items with the City's logo provided to them in their role as a covered official such as clothing, water bottles, pens, paper, etc.
- (3) This policy does not apply to:
  - (a) Food, lodging, transportation, and other related costs reimbursed by the City and covered under existing City reimbursement policies.
  - (b) Food, beverages, and other related items provided by the City to covered officials that are also available to the public at large.
  - (c) Items that are considered "gifts" under ORS 244.020(7).
- (4) Compensation provided as part of an official compensation package may be subject to income tax per the IRS rules on taxable fringe benefits. Provided food and beverages are not intended to be taxable fringe benefits.

Examples: To follow are examples of when this policy would apply:

- (1) At its regular meetings, the City provides food and beverages for the city council. That food and beverage would be considered part of the official compensation package.

Elected official provided with a meal by an outside third party is not considered part of the official compensation package and must be analyzed under ORS 244.

**City of St. Helens**  
**RESOLUTION NO. 2056**

**A RESOLUTION ESTABLISHING AN OFFICIAL COMPENSATION PACKAGE FOR THE CITY COUNCILOR POSITION CURRENTLY HELD BY JESSICA CHILTON, THE CITY COUNCILOR POSITION CURRENTLY HELD BY RUSSELL HUBBARD, AND APPLYING TO ANY CITY COUNCILORS SUBSEQUENTLY HOLDING THOSE POSITIONS, FOR FOOD, BEVERAGES, AND OTHER CITY-RELATED ITEMS**

**WHEREAS**, this policy is to address any Oregon Government Ethics (ORS 244) issues that might arise from the City of St. Helens providing meals, food, beverages, or other compensation to City Councilors as a result of performing their official duties for the City of St. Helens (City); and

**WHEREAS**, the Council will vote on this policy in four separate resolutions to avoid any conflicts of interest; and

**WHEREAS**, this Resolution will apply to the city councilor positions with terms expiring in 2028, currently held by Jessica Chilton and Russell Hubbard, and applying to any city councilors subsequently holding those positions.

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

**Section 1.** The City will adopt the policy established in Exhibit A, attached to this resolution, for the city councilor positions with terms expiring in 2028, currently held by Jessica Chilton and Russell Hubbard, and applying to any city councilors subsequently holding those positions.

**Section 2.** This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council on this 3<sup>rd</sup> day of September 2025 by the following vote:

Ayes:

Nays:

Abstains:

\_\_\_\_\_  
 Jennifer Massey, Mayor

ATTEST:

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

**Policy establishing an official compensation package for elected officials regarding food, beverages, and other city related items provided to officials while performing official duties.**

Application: This policy applies to elected officials for the City of St. Helens.

Policy: As part of their official compensation package as that term is used under ORS 244.040(2)(a), elected officials may receive the following from the City:

- (1) Food, beverage, and other related items provided by the City to covered officials including any of their relatives or household members who are accompanying them during a St. Helens-related event such as, but not limited to meetings, team building activities, potlucks, volunteer appreciation lunches, retirement parties, retreats, and conferences.
- (2) Items with the City's logo provided to them in their role as a covered official such as clothing, water bottles, pens, paper, etc.
- (3) This policy does not apply to:
  - (a) Food, lodging, transportation, and other related costs reimbursed by the City and covered under existing City reimbursement policies.
  - (b) Food, beverages, and other related items provided by the City to covered officials that are also available to the public at large.
  - (c) Items that are considered "gifts" under ORS 244.020(7).
- (4) Compensation provided as part of an official compensation package may be subject to income tax per the IRS rules on taxable fringe benefits. Provided food and beverages are not intended to be taxable fringe benefits.

Examples: To follow are examples of when this policy would apply:

- (1) At its regular meetings, the City provides food and beverages for the city council. That food and beverage would be considered part of the official compensation package.

Elected official provided with a meal by an outside third party is not considered part of the official compensation package and must be analyzed under ORS 244.

**City of St. Helens**  
**RESOLUTION NO. 2057**

**A RESOLUTION ESTABLISHING AN OFFICIAL COMPENSATION PACKAGE FOR CITY  
 OF ST. HELENS EMPLOYEES, FOR FOOD, BEVERAGES, AND OTHER CITY-RELATED  
 ITEMS**

**WHEREAS**, this policy is to address any Oregon Government Ethics (ORS 244) issues that might arise from the City of St. Helens providing meals, food, beverages, or other compensation to City employees as a result of performing their official duties for the City of St. Helens (City).

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

**Section 1.** The City will adopt the policy established in Exhibit A, attached to this resolution, for all city employees.

**Section 2.** This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council on this 3<sup>rd</sup> day of September 2025 by the following vote:

Ayes:

Nays:

Abstains:

\_\_\_\_\_  
 Jennifer Massey, Mayor

ATTEST:

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

## Official Compensation Package for Employees

**Purpose:** This policy is to address any Oregon Government Ethics (ORS 244) issues that might arise from providing meals, food, beverages, or other compensation to employees as a result of performing their official duties for the City of St. Helens (City).

**Covered Individuals:** This policy applies for all employees serving the City.

**Policy:** As part of their official compensation package as that term is used under ORS 244.040(2)(a), employees may receive the following from the City:

- (1) Food, beverages, and other related items provided by the City including any of their relatives or household members who are accompanying them during a St. Helens-related event such as, but not limited to meetings, team building activities, potlucks, volunteer appreciation lunches, retirement parties, retreats, and conferences.
- (2) Items with the City's logo provided to them in their role as an employee such as clothing, water bottles, pens, paper, etc.
- (3) This policy does not apply to:
  - (a) Food, lodging, transportation, and other related costs reimbursed by the City and covered under existing City reimbursement policies.
  - (b) Food, beverages, and other related items provided by the City to the employee that are also available to the public at large.
  - (c) Items that are considered "gifts" under ORS 244.020(7).
- (4) Compensation provided as part of an official compensation package may be subject to income tax per the IRS rules on taxable fringe benefits. Provided food and beverages are not intended to be taxable fringe benefits.

**Examples:** To follow are examples of when this policy would apply:

- (1) At its regular meetings, the City provides food and beverages for employees staffing a City Council meeting. Those meals would be considered part of the official compensation package.
- (2) After being hired, all St. Helens employees receive a City-logo glass or mug. This glass or mug would be considered part of the official compensation package.
- (3) Members of all appointed boards for the City are provided dinner at a volunteer appreciation dinner which supporting employees are invited to attend as well. Dinner would be considered part of the official compensation package.

Employee, while performing the City's related business, is provided with a meal by an outside third party. This is not considered part of the official compensation package and must be analyzed under ORS 244.



## STAFF REPORT

Meeting Date: September 3, 2025  
 Author: Sharon Darroux, Engineering Manager  
 Department: Public Works  
 Division: Engineering  
 Subject: 2025 Storm Cleaning & CCTV Project  
 Type of Item: Project Award  
 CC: Mouhamad Zaher, Public Works Director  
 John Walsh, City Administrator

### Introduction:

The purpose of this report is to provide the City Council with an overview of the proposed 2025 Storm Drain Cleaning and Closed-Circuit Television (CCTV) Inspection Project. This project is aimed at maintaining system functionality, preventing localized flooding, and identifying structural deficiencies within the storm drain network. The project scope includes the cleaning and video inspection of specific storm drain segments to ensure continued compliance with the City's TMDL Implementation Plan and other regulatory standards.

### Background:

The City of St. Helens maintains an extensive storm drain system that requires regular maintenance to ensure efficient operation and minimize the risk of flooding and infrastructure failure. As part of the City's ongoing stormwater system management and in support of the TMDL Implementation Program, the 2025 Storm Drain Cleaning and CCTV Inspection Project includes mechanical de-rooting and hydro flushing of approximately 1,291 linear feet of 15-inch concrete storm drain pipelines located throughout the city. Following cleaning, the contractor will perform Closed-Circuit Television (CCTV) inspections to evaluate the internal condition of the storm drains. The findings will be documented and used to identify blockages, structural defects, and maintenance needs.

This information will support the City in prioritizing repairs and planning future capital improvements to enhance system reliability and longevity.

### Staff Analysis:

The project was advertised for bids on July 23, 2025 and the following bids were received and opened at 2:00 PM, August 12, 2025, in the Columbia Room at City Hall:

FIRM	LOCATION	BID
Jeffries Construction, LLC	PO Box 750. 1615 Schurman Way Woodland, WA 98674	\$63,613.00
Western United Civil Group, LLC	PO Box 236 Yacolt, WA, 98675	\$104,000.00

### Budget Impact:

City storm funds have been budgeted this fiscal year for the project.

### Requested Action:

City Council is requested to award the project and authorize the Mayor to execute a Contract for the 2025 Storm Drain Cleaning and CCTV Inspection Project to Jeffries Construction, LLC at the

City Council Regular Session this evening, September 3, 2025. The contract will be for the amount specified in the firm's bid, plus standard contingency.

**Attachment:**

Bidders' Spreadsheet



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**\*UNOFFICIAL BID RESULTS\***

PROJECT NAME: 2025 Storm Drain Cleaning and CCTV Project PROJECT NO. SD-201  
 BID OPENING: 2:00 P.M., Tuesday, August 12, 2025 ENGINEER'S ESTIMATE: \$200-\$300 K  
 BID OPENING WITNESSED BY: Alexander Bird, John Walsh, Bashar Al-Daomi  
 ARE BIDS LISTED IN THE ORDER OPENED? YES

Contractor's Name and Address	10% Bid Bond or Check Enclosed	Bid Signed	Addendum(s) Acknowledged	Bid Amount
JEFFRIES CONSTRUCTION, LLC PO Box 750. 1615 Schurman Way Woodland, WA 98674	Yes	Yes	N/A	\$63,613.00
WESTERN UNITED CIVIL GROUP, LLC PO Box 236 Yacolt, WA, 98675	Yes	Yes	N/A	\$104,000.00

RECOMMENDATION (APPARENT RESPONSIVE LOW BIDDER): JEFFRIES CONSTRUCTION, LLC (\$63,613.00 )

**INTERGOVERNMENTAL AGREEMENT  
FOR THE TRANSFER OF JURISDICTION  
OVER PORTIONS OF GABLE ROAD,  
COLUMBIA BOULEVARD, and BACHELOR FLAT ROAD**

This Agreement is made by and between the City of Saint Helens, Oregon, a municipality (hereinafter referred to as “City”), and Columbia County, a political subdivision of the State of Oregon (hereinafter referred to as “County”), collectively known as the “Parties”.

WHEREAS, the City and the County are authorized under the provisions of ORS 190.003 to 190.030, ORS 203.035 and ORS 221.410 to enter into intergovernmental agreements for the performance of all functions that the City or County has authority to perform; and

WHEREAS, ORS 373.260 specifically authorizes the City and the County to enter into agreements for the improvement of county roads located within the corporate limits of a city; and

WHEREAS, the City and the County share a common concern regarding the care and maintenance of County roads located inside the City limits; and

WHEREAS, ORS 373.270 allows for the transfer of jurisdiction over a county road within a city whenever the county governing body deems it necessary, expedient, or for the best interest of the county to surrender jurisdiction over said county road or any portion thereof within the corporate limits of said city, and the governing body of the city deems it necessary or expedient and for the best interests of the city to acquire jurisdiction over said county road or portion thereof to the same extent it has over other public streets and alleys of said city; and

WHEREAS, the following portions of county roads are entirely within the corporate limits of the City:

Gable Road – from Highway 30 to the centerline of Columbia Boulevard;

Columbia Boulevard – from the centerline of Gable Road to the centerline of Sykes Road;

Bachelor Flat Road – from the centerline of Columbia Boulevard to a point 125 feet west of the centerline of Whitetail Avenue (end of sidewalk on the north side of roadway and current city limits); and

WHEREAS, on January 8, 2025 the Board of County Commissions approved Order No. 67-2024 which found it necessary, expedient, or for the best interest of the County to transfer jurisdiction of these portions of Gable Road, Columbia Boulevard, and Bachelor Flat Road to the City, said portions already being entirely within the corporate limits of the City and being of an urban character; and

WHEREAS, the City finds it necessary, expedient, or for the best interest of the City to accept the transfer of jurisdiction of the portions of Gable Road, Columbia Boulevard, and

Bachelor Flat Road after certain improvements, outlined in Exhibit A, are first completed by the County;

NOW THEREFORE, the City and the County hereby agree to the follows:

1. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. The County shall make certain improvements to portions of Gable Road, Columbia Boulevard, and Bachelor Flat Road, as shown in Exhibit A, which is attached hereto, and is incorporated herein by reference.
3. Upon completion of said improvements described in Exhibit A for any road portion therein listed, the City will accept jurisdiction of said road portion and shall thereafter be responsible for the repair, construction, maintenance, improvement, and the levying and collection of assessments therefore, according to applicable law. The City and the County shall act in good faith to expedite the transfer of jurisdiction contemplated herein upon completion of said improvements within four (4) months of their completion.
4. For the purpose of this Agreement, said improvements, described in Exhibit A, shall be complete when, upon request of the County, the City inspects the improvements and deems them to be complete, or the City fails to inspect the improvements within sixty (60) days of the County's request.
5. This Agreement represents the entire Agreement between the Parties for the transfer of jurisdiction of portions of Gable Road, Columbia Boulevard, and Bachelor Flat Road. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties.
6. This Agreement takes effect on the date last signed below.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two counterparts.

CITY COUNCIL FOR  
THE CITY OF SAINT HELENS, OREGON

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Jennifer Massey, Mayor

By: \_\_\_\_\_  
Kellie Jo Smith, Chair

Attested: \_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Casey Garrett, Commissioner


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

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

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

Approved as to form:

Approved as to form:

By:  \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Office of County Counsel

## EXHIBIT A

The following improvements will be made to Gable Road:

1. Uncover and raise storm manhole to the east of the intersection with Columbia Boulevard.
2. Replace existing catch basin lid with herring bone pattern (bike-friendly) lid.
3. Replace ADA ramp, including truncated dome panel, at SE corner of intersection with Columbia Boulevard.

The following improvements will be made to Columbia Boulevard:

1. No improvements needed.

The following improvements will be made to Bachelor Flat Road:

1. Mill and inlay four inches (4") of asphalt from panel transition west of Columbia Boulevard to end of portion.
2. Replace sidewalk panel near water meter on NW corner of intersection with Whitetail Avenue.
3. Install temporary asphalt transition at end of sidewalk on north side of Bachelor Flat Road (at west end of portion).

## **APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS**

Item #15.

City Council Meeting ~ September 3, 2025

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### **Pending applications received:**

<u>Name</u>	<u>Interest</u>	<u>Date Application Received</u>	<u>Referred by Email To Committee(s)</u>
• Kelsey Knutson	Library Board	6/4/25	6/5/25
• Sarah Rychart	Library Board	6/12/25	6/13/25

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#### **Library Board (4-year terms)**

- Robert Dunn's term expired 6/30/25. He is seeking reappointment.
- Jana Mann's term expired 6/30/25. She is seeking reappointment.
- Diana Weiner's term expired 6/30/25. She is not seeking reappointment.

**Status:** A press release was sent out on May 23 with a June 13 deadline.

**Next Meeting:** September 8, 2025

**Recommendation:** At their special meeting on August 27, the Board recommended to the City Council to appoint Kelsey Knutson.

#### **Parks & Trails Commission (4-year terms)**

- Nick Flory resigned. His term expires 12/31/2026.

**Status:** A press release was sent out on August 26 with a September 23 deadline. Interviews and recommendation are pending.

**Next Meeting:** September 8, 2025

**Recommendation:** None at this time.

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**City of St. Helens**  
**RESOLUTION NO. 1648**

**A RESOLUTION ESTABLISHING GUIDELINES FOR THE APPOINTMENT  
OF ST. HELENS BOARD, COMMITTEE AND COMMISSION MEMBERS,  
SUPERSEDING RESOLUTION NO. 1521**

**WHEREAS**, the City Council wished to establish the same guidelines for recruitment, interviews and appointments for all City boards, committees and commissions, and adopted Resolution No. 1521 on August 12, 2009; and

**WHEREAS**, Resolution No. 1521 established general recruitment, selection and appointment guidelines for appointments to the City of St. Helens boards, committees and commissions; and

**WHEREAS**, the Council wishes to update the guidelines adopted in Resolution No. 1521 to better meet the needs of the City.

**NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF ST. HELENS RESOLVES AS  
FOLLOWS:**

1. The City Recorder shall send a press release to the local newspaper of record announcing all board, committee and commission vacancies as they become available. A "vacancy" is defined as an unoccupied position, resulting from a voluntary resignation or involuntary termination. A member whose term expired does not create a vacancy, unless that member is resigning at the end of his/her term or the majority of the board, committee or commission wishes to terminate said member.
2. Any individual or group is encouraged to submit names for consideration to the City.
3. All new applicants shall submit a written application to the City Recorder's Office.
4. Members wishing to continue their appointment for another term will inform the City Recorder but need not submit a new application. If a member has served two consecutive full terms, a press release shall be sent to the local newspaper of record, each subsequent term expiration thereafter, to solicit new applications for that position. The incumbent may be reappointed at the discretion of the interview panel and City board, committee or commission. If an individual has been off a City board, committee or commission for a year or more, they must complete a new application.
5. The recruitment period to the board, committee or commission shall be for a finite period. At the end of the advertising period, the Council liaison shall determine if the pool of candidates is sufficient to continue with the selection process or may continue the recruitment period for a set or unlimited period until it is determined there is a sufficient pool of candidates.
6. The Council liaison to the board, committee or commission shall be responsible to assemble an interview committee. The interview committee shall be responsible to make recommendations via the Council liaison to the Mayor and City Council.
7. Appointments must comply with any ordinances, bylaws, Charter provisions, or state or federal laws concerning the board, committee or commission. In the event of any inconsistency between these policies and a chapter relating to a specific board, committee or commission, the specific chapter shall control.
8. In order to become more familiar with each applicant's qualifications, the interview committee may interview all or a shortlist of applicants for a position. The number of applicants to be interviewed is at the interview committee's discretion. The interview committee also has the discretion to reject

all applications in favor of re-advertising if no applicants are found to be suitable for the board, committee or commission.

9. Reappointments to a City board, committee or commission shall be considered in accordance with the guidelines listed in this section, together with the type of service the individual has already given to the board, committee or commission and his/her stated willingness to continue.
10. Consideration should be given to residents outside the City when the board, committee or commission or function serves residents outside City boundaries.
11. Board, committee or commission members shall not participate in any proceeding or action in which there may be a direct or substantial financial interest to the member, the member's relative or a business with which the member or a relative is associated, including any business in which the member is serving on their board or has served within the previous two years; or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflict of interest shall be disclosed at the meeting where the action is being taken.
12. Board, committee or commission vacancies are filled by appointment of the Mayor with the consent of Council. Board, committee or commission members shall serve without compensation except the Planning Commission that may receive a monthly stipend at the discretion of the City Council.
13. Individuals appointed to one City board, committee or commission shall not serve on any other City board, committee or commission during the term of their appointment; provided, that the Council may waive this limitation if it is in the public interest to do so.

**PASSED AND ADOPTED** by the City Council on this 18th day of December, 2013, by the following vote:

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson

Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne

Kathy Payne, City Recorder



# PARKS AND TRAILS COMMISSION

Monday, July 14, 2025 at 4:00 PM

## APPROVED MINUTES

### MEMBERS PRESENT

Chair Dana Lathrope  
 Vice Chair Howard Blumenthal  
 Commissioner Paul Barlow  
 Commissioner Jerry Belcher  
 Commissioner Nick Flory  
 Commissioner Lucas Green  
 Commissioner Scott Jacobson  
 Commissioner Lynne Pettit  
 Commissioner Jacob Woodruff

### STAFF PRESENT

Commissioner Brandon Sundeen  
 Dawn Richardson, Admin Billing Specialist  
 Jamie Ford, Admin Billing Specialist

### OTHERS

Sophie Verdoorn  
 Gilli Williford  
 Ashley Stanley  
 Sean Williams  
 Bailey Feakin

### CALL TO ORDER – 4:00 PM

### APPROVAL OF MINUTES

#### 1. Approval of Minutes from 06/09/2025

Chair Lathrope asked if everyone had a chance to review the minutes from the last meeting. Belcher confirmed he had reviewed them. Chair Lathrope then asked for a **motion** to approve the minutes.

**Motion** to approve the minutes of June 09, 2025 was made by Belcher and seconded by Pettit.

Vote: Yea: Chair Lathrope, Vice Chair Blumenthal, Commissioner Barlow, Commissioner Belcher, Commissioner Flory, Commissioner Green, Commissioner Jacobson, Commissioner Pettit, Commissioner Woodruff

### TOPICS FROM THE FLOOR: From attendees not otherwise of the agenda

Chair Lathrope asked if there were any visitors who would like to speak. It was clarified that some attendees were on the schedule to present later in the meeting, including representatives for the Wind Phone project and the Botanical Gardens group.

### NEW BUSINESS

## 2. Round Table Topic: Parks-Related Questions (Lathrope)

Chair Lathrope introduced a roundtable discussion question, asking Commission members to share their favorite memory from one of the City Parks. She emphasized the importance of this exercise in reminding everyone why they are serving on the Commission and the impact parks have on the community.

Chair Lathrope shared her own memory of playing at McCormick Park when she was 11 years old, catching crawdads and throwing rocks into the creek. She expressed joy in seeing children today playing in the same water she did growing up.

Belcher shared two memories: one of walking his dog in the botanical gardens years ago, and another of attending an Easter egg hunt at Godfrey Park with his children when they were young.

Jacobson mentioned visiting 13 Nights events shortly after moving to the area.

Green recalled biking down to Campbell Park when he was younger to play on the playset and seesaws.

Woodruff, who didn't grow up in the area, shared memories of coaching softball in various parks and playing softball himself. He remembered when the park got lights installed.

Vice Chair Blumenthal spoke about discovering wildflowers at Nob Hill Nature Park and recently showing the park to Caroline's grandson.

Flory, who has lived in St. Helens for five years, shared a memory of taking his puppy to play in the creek at the McCormick Park off-leash dog park.

Barlow, having lived in the area all his life, recalled spending time in Campbell Park as a child, which was his neighborhood park growing up.

Councilor Sundeen shared a memory from his childhood of planting a tree in McCormick Park during a day camp. He noted that the tree was recently removed during playground updates, describing the experience as bittersweet.

Chair Lathrope concluded the discussion by emphasizing how these memories demonstrate the importance of parks in creating connections and joy within the community. She stressed that these experiences are not unique to Commissioners but are shared by all park visitors, underlining the significance of their work in serving the community through park management.

## 3. BMX Track - McCormick Park (Barlow)

Barlow provided an update on the BMX track at McCormick Park. He explained that he would be staying on to help with the track but would no longer be the primary person in charge after 20 years of involvement. A new group of volunteers would be taking over, with Barlow remaining to assist indefinitely.

Barlow discussed potential improvements for the track, including paving the starting hill and possibly the corners. He explained that this is becoming common practice in many BMX facilities and would make the track more sustainable and easier to maintain. He noted that they have funding for paving the starting hill but would need volunteer help for the work.

The Commission members discussed the potential benefits of paving, including reduced maintenance and increased safety. Blumenthal asked about the impact on falls, to which Barlow responded that both dirt and pavement can be equally hard in the summer.

Barlow mentioned that he wanted to inform the Commission about these plans and would be having conversations with City Officials to get approval for the improvements. He assured the Commission that they have the necessary funding for materials but would need manpower to complete the work.

Chair Lathrope and other Commission members expressed support for the project and offered to help if needed. They encouraged Barlow to keep them informed of any further developments or needs regarding the BMX track improvements.

#### **4. Wind Phone (Bailey Feakin)**

Bailey Feakin presented a proposal for installing a "wind phone" in St. Helens. She explained that a wind phone is a disconnected rotary phone placed in a public space as a symbolic tool for processing grief and loss. Bailey, a mental health therapist specializing in art therapy and grief counseling, shared her passion for bringing this resource to the community.

Bailey provided background on the origin of wind phones in Japan and their growing popularity worldwide. She presented statistics on the number of wind phones globally and in Oregon, emphasizing that there are currently none in Columbia County.

The proposed benefits of a wind phone for the community included:

- Offering a unique and comforting outlet for expressing loss and grief
- Providing a therapeutic space for reflection and healing
- Serving as an affordable and private resource for those who may not have access to grief support services
- Potentially connecting people with other community resources

Bailey requested support and collaboration from the Commission to install a wind phone in a public location, preferably in St. Helens. She mentioned she had already collaborated with various community members and was considering potential locations, including Heritage Park in Scappoose.

Commission members expressed support for the idea, with Green suggesting McCormick Park as a potential location. Concerns about vandalism were raised, and Chair Lathrope advised considering a location with enough visibility to deter vandalism while still providing privacy.

The Commission suggested that Bailey return with more specific plans, including:

- Proposed locations
- Design concepts
- Cost estimates for installation and maintenance
- A plan for who would be responsible for ongoing maintenance

They also recommended reaching out to Tupper, the head of Parks Maintenance, for insight on suitable locations and installation considerations.

Bailey was encouraged to return to the next meeting with more detailed plans, and the Commission expressed enthusiasm for supporting the project moving forward.

#### **5. Friends of Botanical Gardens Group (Ashley Stanley)**

Ashley Stanley introduced herself and expressed interest in starting a Friends of the Botanical Gardens group. She explained that she was at the beginning of the process and had filled out an online form but hadn't received much guidance beyond that.

Commission members discussed the process for establishing a Friends group, noting that there seemed to be some confusion about the current procedure. They agreed to look into updating the information on the city website and clarifying the steps needed to form a Friends group.

Ashley shared her reasons for choosing the Botanical Gardens, including:

- Living close to the park and seeing its potential
- Desire to remove invasive weeds and plant more native species
- Improve biodiversity and attract more wildlife
- Enhance accessibility in the park

Commission members expressed support for Ashley's initiative and offered to help with future work parties. They advised Ashley to create a Facebook page for the group and to work closely with city staff to ensure proper procedures are followed.

Chair Lathrope agreed to reach out to city staff to clarify the process for establishing Friends groups and to ensure Ashley receives the necessary guidance to move forward with her plans.

## **6. Urban Trail Signage (Lathrope)**

Chair Lathrope presented a design for a stencil to be used in marking the urban trail. The design featured a stylized representation of the river and would be approximately 6 to 8 inches in size. The stencil would be used to paint directional markers along the trail, with the tip of the design pointing in the direction of the trail.

Commission members reviewed the design and discussed its potential implementation. They agreed that the design was suitable and could be sized up as needed. Chair Lathrope mentioned that she could provide the design in any required format for production.

The Commission approved the design and agreed to forward it to the appropriate city staff for implementation.

## **7. Scappoose Bay Watershed**

Representatives from the Scappoose Bay Watershed Council, including Sophie Verdoorn, Rachell Meyers and Gilli Williford presented an update on their activities related to St. Helens parks. Their accomplishments included:

- Conducting a weed survey in McCormick Park with high school students
- Setting up a Mediterranean oak borer trap in McCormick Park (no borers were found)
- Collaborating on a community health forum
- Participating in a Dalton Lake Nature Preserve work party
- Surveying and removing pokeweed in certain areas
- Supporting Friends of Knob Hill work parties with tools, plants, and promotion

Future plans include:

- Continuing collaboration with Friends groups
- Ongoing bio surveying in McCormick Park
- Planning an educational forum about local natural areas

The Commission expressed appreciation for the Watershed Council's work and discussed potential future collaborations, including addressing invasive species in specific park areas.

Vice Chair Blumenthal raised a concern about invasive species growth in a recently disturbed area near the park. The Watershed Council representatives offered to assess the area and potentially develop a plan for addressing the issue.

Chair Lathrope thanked the Watershed Council for their valuable contributions and expressed hope for continued collaboration, despite recent budget constraints that had affected their formal agreement with the city.

## **OLD BUSINESS**

### **8. Bylaws (Jacobson)**

Jacobson was not prepared to discuss the bylaws at this meeting and suggested postponing the topic to the next meeting.

### **9. Milton Creek Reserve - Standing Item**

The Commission discussed recent developments regarding the Milton Creek Reserve project. Key points included:

- A recent fire incident in the area, which was contained quickly
- Concerns about unauthorized camping in the area
- An update on a joint meeting with the Planning Commission and City Council about the project
- Discussion of potential boundaries for the reserve, particularly focusing on areas that might be developable in the future

The Commission agreed to conduct a field trip to the site on Wednesday, August 6th at 4 PM to assess the area and determine specific boundaries to propose. They plan to use topographical maps and other resources to make informed decisions about the proposed reserve boundaries.

Chair Lathrope agreed to coordinate with City Staff to ensure proper public notice for the field trip and to obtain necessary materials for the site visit.

## **STAFF REPORT**

Tupper Absent. No Staff Report was provided.

## **COUNCILOR'S REPORT**

Sundeen provided a brief report, mentioning the success of recent events in the parks, including Community Day, Fourth of July celebrations, and 13 Nights. He encouraged Commission members to enjoy the parks and the new features, particularly at Columbia View Park.

## **DISCUSSION ITEMS**

- Parks Assessment Tool: Chair Lathrope updated the Commission on the progress of the parks assessment tool. She mentioned ongoing meetings with City Staff to finalize the virtual form and launch it on an appropriate platform.
- Urban Trail Promotion: Belcher shared information from an Oregon State University study emphasizing the importance of access to outdoor recreation for public health. He used this to underscore the value of the Urban Trail project for promoting City Parks and encouraging walking as a form of recreation.
- Columbia View Park Grand Opening: Jacobson commented on the successful grand opening of the first phase of Columbia View Park, noting its potential and overall positive reception.
- Knob Hill Park Updates: Blumenthal provided updates on Knob Hill Park, including plans for a new bench (potentially the 100th Lions Club bench in the community), recent minor vandalism issues, and a fallen tree blocking part of the trail.

**ADJOURNMENT – 5:32 PM**

The meeting was adjourned by Chair Lathrope.

Respectfully Submitted by Jamie Ford, Administrative Billing Specialist

# City of St. Helens

## *Consent Agenda for Approval*

### CITY COUNCIL MINUTES

Presented for approval on this 3<sup>rd</sup> day of September, 2025 are the following Council minutes:

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2025

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- Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated August 20, 2025

#### **After Approval of Council Minutes:**

- ☐ Scan as PDF Searchable
- ☐ Make one double-sided, hole-punched copy and send to Library Reference
- ☐ Minutes related to hearings and deliberations get copied to working file
- ☐ Save PDF in Minutes folder
- ☐ Update file name & signature block on Word document & copy Word document into Council minutes folder in Shared Drive
- ☐ Upload & publish in MuniCode
- ☐ Email minutes link to distribution list
- ☐ Add minutes to HPRMS
- ☐ Add packet and exhibits to HPRMS
- ☐ File original in Vault
- ☐ Update minutes spreadsheet



# COUNCIL WORK SESSION

Wednesday, August 20, 2025

## DRAFT MINUTES

### MEMBERS PRESENT

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

### STAFF PRESENT

John Walsh, City Administrator  
 Kathy Payne, City Recorder  
 Lisa Scholl, Deputy City Recorder  
 Alex Bird, Engineer II  
 Gloria Butsch, Finance Director  
 Ashley Wigod, Contracted City Attorney  
 David Rabbino, Contracted City Attorney

### OTHERS

Steve Topaz	Howard Blumenthal
Brady Preheim	Erin Salisbury
Adam St. Pierre	Robin Toschi
Marci Sanders	Steve Toschi
Holcombe Waller	

### CALL WORK SESSION TO ORDER – 3:00 p.m.

### CLEARING CONFUSION AND SETTING THE FACTS STRAIGHT

#### 1. Response to July 16 Visitor Comments

Mayor Massey presented two items from the July 16, 2025, Council Work Session that required clarification:

- **Dance Floor at 13 Nights on the River:** A citizen had commented that the dance area was unsafe and suggested creating a safer dance floor. The City's response clarified that flooding issues and construction of the riverfront project led to the removal of the dance floor for the 2025 season. For the 2026 season, the City and event contractor would be evaluating improvements and a different configuration for the temporary stage and dance area with ADA improvements. The current space in front of the stage consists of a concrete pathway embedded into the flat lawn, which meets all park use safety requirements.
- **Fire on the Fireworks Barge:** A citizen had commented about a fire on the fireworks barge on July 4th and inquired about safety measures. The City clarified that it contracts directly with Western Display for fireworks and not through any event manager. The City confirmed there was a fire on the barge, but fire extinguishers were present, and the fire was extinguished according to safety protocols, which required waiting until fireworks were discharged. No injuries were reported.

Western Display is responsible for safety as part of their contract, and the City has asked them to assess this year's event to prevent future barge fires.

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

- ◆ Steve Toschi. He advocated for keeping the Fish Eagle Osprey boat, describing it as an asset that enhances the City's waterfront experience. He noted he had spent 400 hours on the river over the past two years and observed the positive impact of the vessel, with people lining up to use it during special events. He disagreed with Councilor Hubbard's opinion (as reported in a newspaper) that the boat was "the worst decision the City ever made." Toschi urged the Council to keep the boat as part of their vision for a vibrant waterfront. Regarding Chief Smith, he suggested making him temporary rather than permanent chief due to ongoing litigation with former Chief Hogue.
- ◆ Steve Topaz. He, Art Leskowich, Mayor Massey, and City Administrator Walsh met to review toxic waste issues at the Portland Harbor. He requested permission to give a 30-40 minute presentation to Council about the details of the toxic waste in the lagoon, including history, biological and geological dangers, the sewer system, water wave, and logistics of moving, storing, and treating the material. He noted there are geohazards with the lagoon cooling pond even without toxic waste. He expressed concern about Resolution No. 3310, referencing a previous Resolution No. 1872 that gave authority to the City Administrator to sell mill property for a marijuana business. He argued that the Council cannot delegate its authority and responsibility, which led to legal problems when the sale was deemed null and void.
- ◆ Brady Preheim. Commented on a recent court hearing where the City's attorney admitted there are over 10,000 pages of documents that have not been released, contradicting previous statements about transparency. He also mentioned text messages obtained through a records request that showed distrust of the City Administrator and an attempt to exclude the mayor from a ribbon-cutting ceremony. He supported keeping the water taxi, noting that Sand Island is the only public park accessible by water in the United States. Finally, he criticized the mayor for "harassing" Harvey and his initiative regarding police station funding, predicting the initiative would pass and that the City would lose funding.
- ◆ Howard Blumenthal. Expressed concern about bicyclists, skateboarders, and others riding on the waterfront, especially during 13 Nights on the River events. He requested reinstalling signage prohibiting these activities for safety reasons, noting he was recently injured and had close calls with cyclists. He also mentioned an issue with electric motorcycles on the trail systems and on a dirt pile at the Veneer Plant property, which he believes contains contaminated material that needs protection.
- ◆ Holcombe Waller, owner of Klondike. Informed the Council that financing may come together in the next two to three months for reactivating the upper floors of the hotel, with potential groundbreaking as early as November. This would create a 19-room hotel by 2027, which could roughly double the Transient Lodging Tax budget for the City within a couple of years, with room for future expansion.
- ◆ Adam St. Pierre. Commented about inconsistency from some citizens who previously opposed keeping unused equipment but now support keeping the water taxi. He requested documentation on the return on investment for the water taxi, noting that FOIA requests didn't reveal revenue information.

- ◆ Erin Salisbury, President of St. Helens Main Street Alliance. Provided updates on several projects: 1) They passed the first round of approvals for a grant that provides \$40,000 annually for three years for the 13 Nights on the River events, potentially doubling the budget; 2) They are partnering with the County on fundraising for the historic clock tower on the courthouse; 3) The North of West Music Festival is happening on September 20 with 14 private music venues, 26 bands, and shuttle service from CC Rider.
- ◆ Robin Toschi. Spoke against selling the water taxi, arguing that the City hasn't fully explored all potential programs it could support. She noted its unique features, including the front that drops down onto sand for safe loading/unloading. She mentioned previous uses during Spirit of Halloweentown, pirate events, and sand castle contests, and suggested including operation of the water taxi in the next RFP process for event contracts.

## DISCUSSION TOPICS

### 2. Quarterly Reports from City Departments/Divisions (Informational)

Mayor Massey noted that Council members had received and reviewed the quarterly reports from City departments. She commended the detailed reports, particularly those from Finance Director Butsch and Public Works Director Zaher, which included comprehensive information about ongoing and upcoming projects. No specific questions were raised by the Council.

### 3. Staff Report for 2025 Annual Pavement Striping Project (Informational Only)

Council reviewed the staff report on the 2025 Annual Pavement Striping Project. City Administrator Walsh noted that bids came in significantly lower than engineering estimates, which was beneficial for the City. He explained that the project is done annually, typically later in the fall when paint wears off throughout the year, to ensure visibility during darker months. Councilor Hubbard observed that some areas wear out faster than others.

### 4. Staff Report for 2025 Annual Pavement Patching Project (Informational Only)

City Administrator Walsh reported that, similar to the striping project, the pavement patching bids came in at favorable prices with multiple bidders participating. Councilor Hubbard noted there was a big stretch between the different bids, and Council President Chilton remarked it was interesting to see the market changing. Councilor Hubbard commented that the local contractor's bid was notably different, indicating changing market conditions.

### 5. Discussion regarding Amendments to SHMC Title 13 Public Services (Proposed Ordinances 3315 & 3316)

Council briefly discussed proposed Ordinances 3315 and 3316 regarding amendments to St. Helens Municipal Code Title 13 (Public Services). Mayor Massey noted only one potential concern on page 49 regarding a struck-out "and" in section 13.30.40. City Attorney Wigod confirmed that the strikeout was intentional as part of the document showing changes from the current Code. The Mayor commented that the document was well done, showing strike-throughs and underlines to clearly indicate changes.

### 6. Discussion regarding Water Taxi Continued - *City Administrator John Walsh*

City Administrator Walsh provided an update on efforts to bring the Fish Eagle Osprey boat into compliance with Coast Guard requirements. He explained that progress has been made on five of six deficiencies identified by the Coast Guard, with the last item requiring a public records request to obtain documentation from 1994 when the boat was constructed in Wisconsin. Once these issues are resolved at the national level, a local inspection with in-water drills would be required.

Councilor Gundersen asked about the timeframe for completion, and Walsh estimated it could be resolved within approximately one month. Gundersen also inquired about insurance requirements, and Walsh explained that the previous event contractor carried the liability insurance rather than the City insuring it directly. The current event contractor does not have interest in the water taxi.

Council members discussed various options for the water taxi, including:

1. Selling it after certification is complete
2. Keeping it for potential future use
3. Leasing it to the Sand Island Campground

Council President Chilton expressed interest in better understanding the City's relationship with Sand Island Campground. Mayor Massey noted that any sale would require declaring it surplus property and following a formal bidding process. Councilor Sundeen raised concerns about policing on the island during events.

The Council agreed to continue working on certification and to revisit the discussion once that process is complete. Mayor Massey requested information on potential resale value when the item returns for discussion.

## **7. Discussion on Budget Committee Recommendations Regarding Event Permits and Associated Fees**

City Administrator Walsh and Contracted City Attorney Wigod discussed the Budget Committee's recommendation for a \$4.95 surcharge on Spirit of Halloweentown tickets. They explained that implementing this fee would require establishing an ordinance that clearly defines what types of events would be subject to the fee.

Council President Chilton expressed concern that the fee might unintentionally affect other businesses wanting to run events during Spirit of Halloweentown, which wasn't the intention of the Budget Committee. She clarified that the intent was specifically to add a fee to Spirit of Halloweentown tickets, not to impact small businesses or restaurants hosting special events.

Wigod suggested that event size could be a factor in determining fee applicability and offered to research how other cities categorize events for fee purposes. Walsh mentioned that the City's transient lodging tax model, where operators retain a percentage for administering collection, might be adaptable for this fee structure.

The Council directed staff to develop more specific proposals that would target larger events without impacting small business activities.

## **8. Discussion Regarding Assistance for Human Resources**

City Recorder Payne presented a memo outlining Human Resource (HR) functions that could benefit from professional assistance. She suggested hiring a firm or individual on contract to help until her retirement (likely within the next couple of years) and provided a list of priority items including updating the personnel policies handbook, developing a recruitment policy, updating job descriptions, and implementing employee evaluations.

Mayor Massey strongly supported the proposal, noting the liability concerns of not having proper HR policies in place. Contracted City Attorney Wigod recommended issuing a Request for Proposals (RFP) to see what services are available and at what cost. She noted that the Lane Council of Governments (LGOC), which is helping with performance evaluations, might also have resources for HR services.

Council members unanimously supported contracting for HR services rather than hiring a full-time employee. Council President Chilton raised a question about funding sources, and City Administrator

Walsh indicated professional services funds could be used, potentially with cost-sharing across departments.

The Council agreed to place this item on the agenda for the regular session meeting for a formal vote.

### **9. Status of Evaluations for Department Heads**

City Recorder Payne reported that she and Contracted City Attorney Wigod have been working with Lane Council of Government (LCOG) on developing an evaluation process. She noted that they have a preliminary process under development, and a consultant will attend the next work session to explain the framework to the Council.

Wigod added context, explaining that in March, the Council amended its governing rules to provide for City Administrator and department director evaluations, directing the City Recorder to work with an HR professional to implement these processes. The consultant will present to the Council to get feedback about what they're looking for in evaluations.

Mayor Massey expressed appreciation for this work, noting it would establish clear procedures moving forward.

### **10. Assignment of Voting Delegate and Alternate for LOC Business Meeting**

City Administrator Walsh explained that the League of Oregon Cities Conference would be held in Portland this year, celebrating the organization's 100th anniversary. The Council needed to appoint a voting delegate and alternate to represent the City.

Council members discussed attendance at the conference, which will be held October 2-4. Due to budget constraints, they considered limiting attendance, though Walsh offered to look into scholarship opportunities. After discussion, the Council designated Councilor Gundersen as the voting delegate and Mayor Massey as the alternate.

### **11. Report from City Administrator John Walsh**

- Personnel: Acknowledged Brett Long's retirement after 32 years and Roger Stauffer's upcoming retirement after nine years at the end of the month. Tonight's agenda includes a resolution for Chief Smith's appointment.
- Events: 13 Nights on the River is winding down and Spirit of Halloweentown planning is ramping up. Regarding concerns about the dance floor at 13 Nights, he explained that once the stage is removed, they will take out the gazebo foundation and level the area, allowing the stage to be positioned differently next year.
- Project Arcadia: This project is consuming much of his attention as they work to complete the transaction by the end of the month. He highlighted the benefits of the project, including 70 jobs, a \$6 million annual payroll, property returning to the tax rolls, and revenue for the City. He reflected on the City's 2015 purchase of the mill, which allowed Cascades to remain for nearly nine years, generating \$2.7 million in payments to the City. He noted that Arcadia is buying only 30 acres, leaving 160 acres for potential waterfront trails and park connections.
- Police Station: Presented preliminary test fit concepts for the police station on Columbia Blvd. He explained that options are being evaluated based on the location of a sewer line running through the property and potential costs of relocating electrical infrastructure. Both concepts position the building entrance away from Columbia Boulevard for safety reasons, with potential plazas to soften the building's appearance.
- Treadway Contract: The events contract with Treadway terminates December 31. When would the Council like to discuss renewal. The Council agreed to review this in November to allow time for any necessary changes, with interest in hearing Treadway's feedback on their first year managing City events.

**ADJOURN – 4:30 p.m.****EXECUTIVE SESSION**

- 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)
- Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)

Respectfully transcribed by ClerkMinutes and submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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

\_\_\_\_\_  
Jennifer Massey, Mayor

# City of St. Helens

## CITY COUNCIL

### Executive Session Summary

August 20, 2025

**Members Present:** Jennifer Massey, Mayor  
Jessica Chilton, Council President  
Mark Gundersen, Councilor  
Brandon Sundeen, Councilor  
Russell Hubbard, Councilor

**Staff Present:** John Walsh, City Administrator  
Kathy Payne, City Recorder

**Others:** Ashley Wigod, City Attorney with Jordan Ramis PC  
David Rabbino, City Attorney with Jordan Ramis PC (left at 5:47 p.m.)



At 4:35 p.m., Mayor Massey opened the Executive Session pursuant to the ORS numbers listed below and then gave roll call. Other than Labor Negotiations, representatives of the news media, designated 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. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Real Property Transactions, under ORS 192.660(2)(e)**
  - Update on status of potential sale of a portion of the riverfront property to interested developer.
  - Update on status of sale of a portion of the St. Helens Industrial Business Park to Arcadia Paper Mills.
- **Consult with Legal Counsel & Potential/Pending Litigation, under ORS 192.660(2)(h)**
  - Update on potential renegotiation of terms of existing note City holds with Shaun Land (ACSP).
  - Update on the PGE power at the St. Helens Industrial Business Park.

David Rabbino left the room at 5:47 p.m.

- **Real Property Transactions, under ORS 192.660(2)(e)**
  - Update on the potential sale of the Millard Road property.
  - Update on the potential sale of the Kelly Street property.
  - Update on the potential sale of the property on Old Portland Road between South 4<sup>th</sup> Street and South 5<sup>th</sup> Street.
  - Update on the pending purchase of 1771 Columbia Blvd. where the new police station is proposed to be sited.
  - Update on potential acquisition or sale of property on Ross Road. (*Handed out map to Council.*)

With regards to Labor Negotiations, Mayor Massey declared an actual conflict since her husband is a St. Helens Police Officer but since Senate Bill 983 passed, she can participate in the discussion.

- **Deliberations with persons appointed to carry out Labor Negotiations, under ORS 192.660(2)(d)**
  - Update on negotiations with the St. Helens Police Association and AFSCME unions.
- **Consult with Legal Counsel & Potential/Pending Litigation, under ORS 192.660(2)(h)**
  - Update on litigation regarding two public records requests.
  - Update on litigation with former Interim Police Chief Joe Hogue.
- **Exempt Records/Confidential Attorney-Client Privileged Memo, under ORS 192.660(2)(f)**
  - There was nothing discussed under this provision.

The Executive Session was adjourned at 6:38 p.m.



ATTEST:

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

\_\_\_\_\_  
Jennifer Massey, Mayor

*An audio recording of this meeting is archived at City Hall.*



# COUNCIL PUBLIC HEARING

Wednesday, August 20, 2025

## DRAFT MINUTES

### MEMBERS PRESENT

Mayor Jennifer Massey  
 Councilor Mark Gundersen  
 Councilor Russell Hubbard  
 Councilor Brandon Sundeen

### MEMBERS ABSENT

Council President Jessica Chilton

### STAFF PRESENT

John Walsh, City Administrator  
 Kathy Payne, City Recorder  
 Lisa Scholl, Deputy City Recorder  
 Jacob Graichen, City Planner  
 Ashley Wigod, Contracted City Attorney

### OTHERS

Brady Preheim  
 Steve LeSollen  
 Jim Coleman

### OPEN PUBLIC HEARING – 6:46 p.m.

### TOPIC

1. Annexation of Property Located at 58506 Kavanagh Street (Mark Comfort/Tom Mahaffey)

City Planner Graichen covered preliminary matters, asking Council members to declare any potential conflicts of interest, ex parte communications, or site visits. No declarations were made.

The primary reason for annexation was connection to sanitary sewer, which Graichen described as a "classic reason" for annexation. He reported that the Planning Commission recommended approval without controversy.

To provide context, Graichen presented a series of historical slides showing the progression of annexations in the area from 2007 to 2023. He pointed out that the subject property now has city limits on all four sides due to previous annexations, making the adjacency requirement easy to satisfy. He noted that Highway Commercial zoning would be the only option for this property, consistent with surrounding properties.

Graichen showed an aerial photo of the property, explaining that while it currently contains a dwelling, the area has been designated for commercial use since 1985. He mentioned that the property south of the subject site has been cleared and is proposed for development as a gas station. The developer of that project has expressed interest in potentially acquiring the subject property to expand their commercial development.

**PUBLIC COMMENT – None**

**CLOSE PUBLIC HEARING – 6:53 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Jennifer Massey, Mayor



# COUNCIL REGULAR SESSION

Wednesday, August 20, 2025

## DRAFT MINUTES

### MEMBERS PRESENT

Mayor Jennifer Massey  
 Councilor Mark Gundersen  
 Councilor Russell Hubbard  
 Councilor Brandon Sundeen

### MEMBERS ABSENT

Council President Jessica Chilton

### STAFF

John Walsh, City Administrator  
 Kathy Payne, City Recorder  
 Lisa Scholl Deputy City Recorder  
 Jacob Graichen, City Planner  
 Alex Bird, Engineer II  
 Ashley Wigod, Contracted City Attorney

### OTHERS

Brady Preheim	Susie Wilson
Steve LeSollen	Jenni Gilbert
Jim Coleman	Steve Toschi
Holcombe Waller	

### CALL REGULAR SESSION TO ORDER – 7:00 p.m.

### PLEDGE OF ALLEGIANCE

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

- ◆ Brady Preheim. Expressed concerns about the mayor's listening skills during public comments. He raised issues about allegedly toxic soil that had been spread out, questioned the timing of appointing Matt Smith as police chief while litigation with Joe Hogue was pending, expressed concerns about construction punch list items not being fully identified on sidewalks, believes the boat is owned by E2C, and voiced opposition to Ordinance No. 3316, calling it a "cheap trick to circumvent Harvey's initiative."
- ◆ Steve Toschi. Spoke about the water taxi, suggesting that the City could simply store it for a year without incurring significant costs rather than selling it. He emphasized that the water taxi had operated successfully for two years with expenses fully absorbed by the tourism program. Encouraged the Council to focus on social issues facing the City, particularly challenges with education and school test scores.
- ◆ Jim Coleman. Advocated against the City operating a tourist boat. He suggested the City should not be in the boat business and referenced ongoing Coast Guard inspection requirements and

insurance concerns. Indicated private individuals in other cities successfully operate tourist boat services and recommended the City sell the boat through a bid process.

- ◆ Holcombe Waller, owner of Klondike. Spoke in favor of retaining the water taxi. He described it as a valuable asset that aligns with the City's waterfront development strategy and river engagement efforts. Suggested exploring options for the boat's use, possibly involving local businesses and Treadway Productions, rather than selling it immediately.

## DELIBERATIONS

1. Annexation of Property Located at 58506 Kavanagh Street (Mark Comfort/Tom Mahaffey)

**Motion:** Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve the annexation of 58506 Kavanagh Street. **Vote:** Yea: Mayor Massey, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

## ORDINANCES – Final Reading

2. **Ordinance No. 3310:** An Ordinance Amending St. Helens Municipal Code Chapter 2.12 "City Administrator"

Mayor Massey read Ordinance No. 3310 by title. **Motion:** Motion made by Councilor Sundeen and seconded by Councilor Gundersen to adopt Ordinance No. 3310. **Vote:** Yea: Mayor Massey, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

## ORDINANCES – First Reading

3. **Ordinance No. 3315:** An Ordinance Amending the St. Helens Municipal Code Chapter 13.30, Adding a Sunset Provision to the Public Safety Fee

Mayor Massey read Ordinance No. 3315 by title. The final reading will be at the next meeting.

4. **Ordinance No. 3316:** An Ordinance Amending the St. Helens Municipal Code Chapter 13.32, Requiring Voter Approval Before the Establishment of New Fees on Utility Bills Unrelated to Utility Services

Mayor Massey read Ordinance No. 3316 by title. The final reading will be at the next meeting.

## RESOLUTIONS

5. **Resolution No. 2052:** A Resolution Appointing Matthew Smith as the Chief of Police of the City of St. Helens

Mayor Massey declared a potential conflict of interest and abstained from the discussion and vote.

Councilor Sundeen inquired about the timing of the appointment in relation to pending litigation, referencing public comments made earlier. Contracted City Attorney Wigod explained that since Joe Hogue had already resigned his position, the litigation primarily related to damages and should not affect the appointment process. She confirmed that Matthew Smith had successfully passed all required background checks and psychological evaluations. Under the new governing policy, the city administrator selects department heads and it is subject to confirmation by City Council.

**Motion:** Motion made by Councilor Sundeen and seconded by Councilor Hubbard to adopt Resolution No. 2052. **Vote:** Yea: Councilor Gundersen, Councilor Hubbard, Councilor Sundeen; Abstaining: Mayor Massey

**AWARD BID/CONTRACT**

6. Award Bid and Authorize Mayor to Sign Contract with Specialized Pavement Marking, LLC for 2025 Pavement Striping, Project No. R-723, in the Amount of \$65,946.10

**Motion:** Motion made by Councilor Sundeen and seconded by Councilor Gundersen to award bid and authorize mayor to sign contract with Specialized Pavement Marking, LLC. **Vote:** Yea: Mayor Massey, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

7. Award Bid and Authorize Mayor to Sign Contract with S-2 Contractors, Inc. for 2025 Pavement Patching, Project No. R-722, in the Amount of \$54,654.00

**Motion:** Motion made by Councilor Sundeen and seconded by Councilor Gundersen to award bid and authorize mayor sign contract with S-2 Contractors, LLC. **Vote:** Yea: Mayor Massey, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**APPROVE AND/OR AUTHORIZE FOR SIGNATURE**

8. Extension of Agreement with McKinstry Essention LLC for Microgrid Planning and Preliminary Design related to the OR C-REP Grant Award

**Motion:** Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve '8' above. Discussion.

Councilor Hubbard asked for background information about McKinstry Essention LLC. City Administrator Walsh explained that they were an energy contractor who had performed initial work on the Kaster Road design for solar installation grants. The project had shifted to the library but wasn't funded. The current opportunity could bring funds back to the police station project, with a requirement that 1.5% of construction costs go to solar, which would offset some costs. Walsh noted there would be no fees to the City.

**Vote:** Yea: Mayor Massey, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**CONSENT AGENDA FOR ACCEPTANCE**

9. Parks & Trails Commission Minutes dated June 9, 2025
10. Planning Commission Minutes dated July 8, 2025

**Motion:** Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve '9' and '10' above. **Vote:** Yea: Mayor Massey, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**CONSENT AGENDA FOR APPROVAL**

11. City Council Minutes dated July 16 and August 4, 2025
12. Declare Surplus Property - Real Properties described as Tax Account Nos. 9983, 10015, and 28848
13. Accounts Payable Bill Lists

**Motion:** Motion made by Councilor Sundeen and seconded by Councilor Gundersen to approve '11' through '13' above.

Discussion.

Councilor Hubbard recused himself from Tax Account Nos. 9983 and 10015.

**Vote:** Nay: Mayor Massey, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**Motion:** Motion made by Councilor Sundeen and seconded by Councilor Gundersen to approve '11' above. **Vote:** Yea: Mayor Massey, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**Motion:** Motion made by Councilor Sundeen and seconded by Councilor Gundersen to approve '12' above, only including Tax Account Nos. 9983 and 10015.

Discussion.

Councilor Hubbard repeated that he is recusing from voting on those tax account numbers.

**Vote:** Yea: Mayor Massey, Councilor Gundersen, Councilor Sundeen

**Motion:** Motion made by Councilor Sundeen and seconded by Councilor Gundersen to approve '12' above, only including Tax Account No. 28848. **Vote:** Yea: Mayor Massey, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**Motion:** Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve '13' above. **Vote:** Yea: Mayor Massey, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

## WORK SESSION ACTION ITEMS

### Human Resources Professional

**Motion:** Motion made by Councilor Sundeen and seconded by Councilor Gundersen to direct staff to develop an RFP to solicit proposals from HR professionals for Human Resources professional services as needed, and direct the expenses to be paid by the affected departments. **Vote:** Yea: Mayor Massey, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

## COUNCIL MEMBER REPORTS

Councilor Sundeen reported...

- Highlights from the Parks and Trails Commission meeting:
  - They are developing an online assessment tool for Commissioners which will help in documenting park conditions and concerns.
  - The Commission is undertaking a review of their bylaws to ensure their procedures are up to date.
- Shared historical note:
  - St. Helens celebrated the opening of JCPenney 100 years ago. Its original location was at the current law library, before moving to where 2C's currently stands, and finally relocating to what is now The Vault.
- Responded to Being Called a "Little Weasel":
  - Addressed a public comment made by Brady Preheim that accused him of disrespect by clarifying he actually supported inviting the former mayor to the ribbon cutting ceremony despite having no involvement in the planning process.

Councilor Hubbard reported...

- Nothing to report.

Councilor Gundersen reported...

- Emphasized the water taxi is a valuable asset that deserves exploration of potential uses instead of rushing to sell it. Noted the unique opportunities presented by the city's location near the river and campground.

## MAYOR MASSEY REPORTS

- Expressed gratitude to City staff, particularly City Recorder Payne Deputy City Recorder Scholl, for their diligence in preparing the meeting packets.

- Supported Councilor Sundeen on the issue regarding the former mayor's participation in the ribbon cutting:
  - Acknowledged that Councilor Sundeen had advocated for including the former mayor while she had a different viewpoint about his involvement.
- Addressed ongoing issues about the public safety fee:
  - Reaffirmed the need to clarify misinformation regarding the \$750,000 payment.
  - Highlighted the importance of informing citizens about potential service cuts if the fee is repealed.
- Discussed improved relations with City Administrator Walsh:
  - Mentioned the gradual improvement in communication and trust-building processes with Walsh, noting positive developments have been made each month.
- Proposed scheduling a presentation:
  - Suggested arranging a session with Steve Topaz and Art Leskowich to discuss the lagoon.
  - The Council agreed on a public forum on October 1 at 6:00 p.m., tasking staff to collaborate with the presenters on structuring a detailed agenda.

**PROACTIVE ITEMS****OTHER BUSINESS****ADJOURN – 7:45 p.m.**

Respectfully transcribed by ClerkMinutes and submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Jennifer Massey, Mayor



## Police Sergeant

**DEPARTMENT:** Police  
**DIVISION:** N/A  
**SUPERVISOR:** Police Lieutenant  
**CLASSIFICATION:** Non-Exempt (overtime eligible)  
**UNION:** No  
**CONFIDENTIAL:** Yes

### **POSITION SUMMARY**

Performs a variety of routine and complex public safety work in the performance and administration of police patrol, investigation, traffic regulation, and related law enforcement activities. Functions as a Shift Commander, supervisor of specialty team or detail (i.e., CENT or detectives), supervises personnel of lesser rank and a member of the management team responsible for the administration of the Police Department.

### **SUPERVISION RECEIVED**

Works under the general supervision of a Police Lieutenant or during the absence of the Lieutenant, the Police Chief.

### **SUPERVISION EXERCISED**

Exercises general supervision over police officers and other staff.

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

- Plans, organizes, assigns, supervises, and reviews the work of sworn staff on an assigned shift; conducts shift briefings; trains staff in work procedures; evaluates employee performance, counsels employees, and effectively recommends initial disciplinary action; assists in selection and promotion.
- Responsible to ensure the safety of the public and police personnel.
- Monitors activities of assigned shift; identifies opportunities for improving service delivery and procedures; provides recommendations concerning process changes; reviews with appropriate management staff; implements improvements.
- Answers questions and provides information to the public; investigates and responds to complaints and inquiries from citizens, other departments, and agencies; recommends corrective actions to resolve issues.
- Identifies procurement needs; prepares detailed cost estimates with appropriate justifications; monitors expenditures.
- Participates and coordinates cooperative working relationships and mutual aid agreements with representatives of other local public safety agencies.
- Conducts or participates in the hiring process, as needed, including oversight of oral board interviews, both for new hires and for promotional interviews.

- Coordinates and leads daily shift briefings to discuss crime trends, local crime hot spots and public safety issues that impact our community. Develops daily proactive policing plans to combat crime in our community and deploys resources in accordance with the plans.
- Assists with development of individual training plans and makes recommendations for training; ensures staff complies with DPSST mandated training requirements.
- Reviews police related reports prepared by subordinate officers or others and ensure completion and quality of subordinate's work.
- Monitors overtime expenditures and proper staffing levels to ensure fiscal responsibility and compliance with mandated staffing levels.
- Makes appropriate notifications, as needed, during critical or high-profile events.
- Responds to incidents, crime scenes, accidents, or emergencies and serves as Incident Commander of police activities, including supervising and participating in any or all crime scene processes, diffusing situations, enforcing laws, codes, and ordinances, providing technical advice and direction, and requesting additional resources as necessary.
- Conducts periodic performance evaluation and planning sessions for assigned personnel, including identifying employee strengths and weaknesses and making plans with the employee to maximize capabilities and to deal with performance issues, either positive or negative. Includes creating and maintaining appropriate records.
- Coordinates and supervises the training, assignment, development of subordinate police officers, to include documenting periodic performance evaluation for assigned personnel. Coaches, mentors, and develops employees to maximize performance and encourage development. Includes creating and maintaining performance plans to ensure proper development and succession.
- Participates in special assignments, as assigned.
- Supervises the preparation and dissemination a variety of police records and reports prepared by subordinate officers; supervises preparation of court cases; testifies in court as needed.
- Maintains availability by radio or telephone for consultation on major emergencies or precedent.
- Maintains files, databases, and records related to daily activities and operations.
- Carries out duties in conformance with Federal, State, County, and City laws/ordinances, and Department policies.
- Patrols the city to secure life and property, observes situations, reports suspicious behavior, criminal activity, or hazardous conditions, and deters crime by providing high visibility. Responds to emergency radio calls as needed and takes appropriate law enforcement and supervisory action.
- Responds to emergency radio calls and investigates accidents, robberies, civil disturbances, domestic disputes, fights, drunkenness, missing children, prowlers, abuse of drugs, etc. Takes appropriate law enforcement action.
- Prepares a variety of written reports, memoranda, and correspondence, and prepares semiannual evaluations of members of the department under his/her supervision.

- Attends and participates in professional group meetings; stays abreast of new trends and innovations in law enforcement; monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
- Coordinates assigned services and operations with those of other departments and outside agencies.
- Participate in grievances, grievance arbitrations, or other management/labor activities as a representative of management.
- Supervises Criminal Detective(s) and participates in criminal investigations, as needed.
- Performs other duties as assigned.

## **PERIPHERAL DUTIES**

- Analyzes and recommends improvements to equipment and facilities, as needed.
- Reviews, evaluates, and develops programs, policies, and procedures for various departmental operations.
- Schedules and conducts meetings.
- Maintains departmental equipment, supplies and facilities.
- Maintains liaison with community groups.

## **MINIMUM QUALIFICATIONS**

### **EDUCATION AND EXPERIENCE**

- High school diploma or equivalent; and
- ~~Completion of the State Basic Training Academy; and~~
- Must possess a Basic Police Officer Certificate from DPSST; and
- Minimum of fiveeight years' work experience as a fully commissioned police officer; and
- ~~At the time of appointment posses an Advance Certification issued by the Oregon Board on Police Standards and Training.~~
- Preferred to hold the rank of Corporal.
- Advanced Certification from DPSST is preferred.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Basic principles and practices of budget administration and monitoring.
- Applicable federal, state, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Functions and services of a full-service municipal police department.
- Law enforcement principles, practices, and techniques related to patrol, traffic enforcement, crime scene control and investigation, protection of life and property, and pursuit, apprehension, and transport of suspects.
- Rules of evidence regarding search and seizure and the preservation of evidence.

- h. Investigation and identification techniques and equipment.
- i. Recent and on-going developments, current literature, and sources of information related to the operations of the assigned programs.
- j. Safety practices and equipment related to the work, including the safe use and proper care of firearms.
- k. Principles and procedures of record keeping.
- l. Techniques for effectively representing the city in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- m. Methods and techniques of preparing reports and general business correspondence.
- n. Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and city staff.
- o. The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- p. Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- q. Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- r. Supervise law enforcement programs and activities on assigned shift.
- s. Perform the full scope of police officer duties.
- t. Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- u. Identify problems, research, and analyze relevant information, and develop and present recommendations and justification for solution.
- v. Prepare clear and concise reports, correspondence, procedures, and other written materials.
- w. Maintain accurate records and files of work performed.
- x. Effectively represent the department and the city in meetings with governmental agencies, community groups, various business, professional, and regulatory organizations, and in meetings with individuals.
- y. Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- z. Use tact, initiative, prudence, and independent judgment within general policy and procedural and legal guidelines.
- aa. Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- bb. Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- cc. Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

### **SPECIAL REQUIREMENTS**

- a. Must possess, or be able to obtain by time of hire, a valid State Driver's License without record of suspension or revocation in any state.
- b. Ability to meet Department's physical standards.

### **TOOLS AND EQUIPMENT USED**

Police issued weapons and equipment as required.

### **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.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; smell/taste; use hands to finger, handle, or operate objects, controls, or tools listed above; reach with hands and arms; climb or balance; run, stoop, kneel, crouch, or crawl; on occasion may be required to become involved in physical altercations to take, and or maintain control of suspects, or prisoners. The employee will be required to wear a duty belt weighing in excess of twenty pounds for extended periods of time.

The employee must occasionally lift and/or move items or persons weighing in excess of 150 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

### **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 frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration.

The noise level in the work environment is usually moderate.

## 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 **Police Sergeant** 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:

\_\_\_\_\_  
Police Sergeant

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Police Lieutenant

\_\_\_\_\_  
Date



St. Helens, OR

# Expense Approval Register

Packet: APPKT01341 - AP 8.14.25

Item #19.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
MORE POWER TECHNOLOGY...	17590	08/12/2025	RMS MORE AWARE ESSENTI...	100-705-52115	3,375.88
JAMES C FERRARIS	25-26	08/12/2025	POLICE OF CHIEF BACKGROU...	100-705-52019	6,045.00
CDR LABOR LAW LLC	3559	08/12/2025	ST HELENS/CUTRIGHT ARBIT...	100-705-52019	25,636.00
CDR LABOR LAW LLC	3559	08/12/2025	ST HELENS / 2025 POLICE BA...	100-705-52019	3,680.50
CDR LABOR LAW LLC	3559	08/12/2025	GENERAL LABOR	100-715-52019	2,992.50
PORTLAND GENERAL ELECTR...	7.10.25-8.7.25	08/12/2025	0153585940 1820 Old Portla...	100-705-52003	247.80
CINTAS	8407692101	08/12/2025	CITY HALL FIRST AID CABINET...	100-715-52001	74.74
L.N CURTIS AND SONS	INV969935	08/12/2025	POLICE UNIFORMS	100-705-52002	159.95
L.N CURTIS AND SONS	INV977229	08/12/2025	POLICE UNIFORMS	100-705-52002	565.00
L.N CURTIS AND SONS	INV977327	08/12/2025	POLICE UNIFORMS	100-705-52002	325.97
COLUMBIA COUNTY SHERIFF...	JULY 2025-SHPD	08/12/2025	FIRING RANGE USAGE	100-705-52018	100.00
AT&T MOBILITY LLC	UHN07025	08/12/2025	SIM CARDS	100-705-52010	249.11
KJ SECURITY SOLUTIONS & L...	0006703	08/14/2025	ADA BUTTON -ST HELENS LIB...	100-706-52023	340.00
RUBENS LAWN SERVICE	0007883	08/14/2025	MONTHLY LAWN SERVICE	100-705-52023	80.00
CARDINAL SERVICES INC	027805	08/14/2025	TEMPORARY EMPLOYMENT	100-705-52023	337.49
CARDINAL SERVICES INC	027805	08/14/2025	TEMPORARY EMPLOYMENT	100-706-52023	802.99
CARDINAL SERVICES INC	027805	08/14/2025	TEMPORARY EMPLOYMENT	100-708-52023	46.55
CARDINAL SERVICES INC	027805	08/14/2025	TEMPORARY EMPLOYMENT	100-709-52023	104.74
CARDINAL SERVICES INC	027805	08/14/2025	TEMPORARY EMPLOYMENT	100-715-52023	476.00
LANE COUNCIL OF GOVERN...	063025	08/14/2025	FY26 LOCAL GOVERNEMENT ...	100-702-52019	1,800.00
CENTURY LINK	08.03.25 7305	08/14/2025	TAXES FEES AND SURCHARG...	100-712-52010	380.63
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-1257	100-712-52010	36.65
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-2856	100-712-52010	79.29
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-3448	100-712-52010	55.70
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-8200	100-712-52010	74.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-0422	100-712-52010	36.65
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-3029	100-712-52010	33.00
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-0619	100-712-52010	33.00
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-3195	100-712-52010	33.00
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-4016	100-712-52010	59.69
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-3363	100-712-52010	33.00
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-1103	100-712-52010	33.00
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-1426	100-712-52010	36.65
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-1101	100-712-52010	36.65
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-7932	100-712-52010	33.00
CENTURY LINK	08.06.25 9231	08/14/2025	632B	100-712-52010	43.20
OREGON DEPARTMENT OF R...	08.06.25	08/14/2025	STATE DUII CONVICTION FEE	100-000-20800	696.00
OREGON DEPARTMENT OF R...	08.06.25	08/14/2025	LEMLA	100-000-20800	13.10
OREGON DEPARTMENT OF R...	08.06.25	08/14/2025	MISD SURCHARGE	100-000-20800	70.00
OREGON DEPARTMENT OF R...	08.06.25	08/14/2025	STATE DUII DIVERSION	100-000-20800	140.00
OREGON DEPARTMENT OF R...	08.06.25	08/14/2025	STATE	100-000-20800	50.00
OREGON DEPARTMENT OF R...	08.06.25	08/14/2025	UNITARY	100-000-20800	131.77
OREGON DEPARTMENT OF R...	08.06.25	08/14/2025	STATE VIOLATION	100-000-20800	835.00
OREGON DEPARTMENT OF R...	08.06.25	08/14/2025	STATE COURT FACILITY	100-000-20800	20.00
OREGON DEPARTMENT OF R...	08.06.25	08/14/2025	STATE MISD	100-000-20800	70.00
COLUMBIA COUNTY TREASU...	08.06.25	08/14/2025	JAIL ASSESSMENT	100-000-20900	203.64
COLUMBIA COUNTY TREASU...	08.06.25	08/14/2025	COUNTY ASSESSMENT	100-000-20900	278.84
ERIC ZAHL	08.06.25	08/14/2025	RESTITUTION COLE SNIDER	100-000-21000	50.00
KRISTINE EKSTROM	08.06.25	08/14/2025	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
WILLIAM PURDY	08.06.25	08/14/2025	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
JAMES SYCHOWSKI	08.06.25	08/14/2025	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
COLUMBIA COUNTY TREASU...	08.06.25	08/14/2025	CITY COURT COSTS DEDUCT...	100-000-36002	-48.25
MIDWEST SAFETY	08.07.25	08/14/2025	REFUND PUBLIC RECORDS R...	100-000-36002	20.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ST HELENS LIONS CLUB	08.14.25	08/14/2025	COMMUNITY FLAG SERVICE	100-715-52001	80.00
CNA SURETY DIRECT BILL	08.26.25	08/14/2025	BOND 58592190 CITY OF ST....	100-702-52018	204.00
BIO-MED TESTING SERVICES ...	119497	08/14/2025	RANDOM & PRE EMPLOYME...	100-702-52014	100.00
BIO-MED TESTING SERVICES ...	119497	08/14/2025	RANDOM & PRE EMPLOYME...	100-702-52019	340.00
MORE POWER TECHNOLOGY...	17588	08/14/2025	PREMIUM AGREEMENT MO...	100-712-52019	9,272.17
MORE POWER TECHNOLOGY...	17589	08/14/2025	24TB BCDR APPLIANCE WITH...	100-712-52019	977.00
CHAVES CONSULTING INC	215381	08/14/2025	MONTHLY USER FEE PER USE...	100-702-52019	194.35
JORDAN RAMIS PC ATTORNE...	237385	08/14/2025	GENERAL LEGAL	100-715-52019	20,111.50
JORDAN RAMIS PC ATTORNE...	237386	08/14/2025	EMPLOYMENT MATTERS	100-715-52019	3,675.00
JORDAN RAMIS PC ATTORNE...	237389	08/14/2025	FINANCE / FRANCHISE	100-715-52019	1,365.00
JORDAN RAMIS PC ATTORNE...	237390	08/14/2025	PUBLIC RECORDS REQUEST	100-715-52019	4,480.00
JORDAN RAMIS PC ATTORNE...	237393	08/14/2025	MYRICK LITIGATION	100-715-52019	377.50
VERIZON	6119878737	08/14/2025	CELL SERVICE ACCT 2420601...	100-712-52010	170.04
METRO PLANNING INC	6703	08/14/2025	WEB GIS	100-710-52001	275.00
SECURE PACIFIC CORPORATI...	6820461	08/14/2025	FIRE ALARM MONITORING -L...	100-706-52023	142.32
SHRED-IT C/O STERICYCLE INC	8011566814	08/14/2025	SHRED SERVICE	100-701-52001	145.47
SHRED-IT C/O STERICYCLE INC	8011566814	08/14/2025	CITY HALL SHRED SERVICE	100-715-52001	120.56
INGRAM LIBRARY SERVICES	89501890	08/14/2025	BOOKS 20C7921	100-706-52033	716.05
COLUMBIA COUNTY TRANSF...	8964	08/14/2025	DUMP FEES ACCT 0017	100-706-52019	20.22
COLUMBIA COUNTY TRANSF...	8964	08/14/2025	DUMP FEES ACCT 0017	100-708-52001	25.29
CODE PUBLISHING	GC10018154	08/14/2025	MUNI CODE WEB UPDATE	100-702-52019	171.50
METRO PRESORT	IN679801	08/14/2025	MONTHLY E SERVICE CHARG...	100-707-52019	75.00
AMERICAN GUTTER SERVICE ...	INV-000317	08/14/2025	GUTTER INSTALL 6TH ST PARK	100-708-52023	678.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>94,783.90</b>

## Fund: 201 - VISITOR TOURISM

JORDAN RAMIS PC ATTORNE...	237391	08/14/2025	E2C DISPUTE	201-000-52019	1,540.00
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>1,540.00</b>

## Fund: 202 - COMMUNITY DEVELOPMENT

PORTLAND GENERAL ELECTR...	7.10.25-8.7.25	08/12/2025	1277060585 1300 KASTER RD	202-722-52003	152.98
PORTLAND GENERAL ELECTR...	7.10.25-8.7.25	08/12/2025	1650931000 1300 KASTER RD	202-722-52003	24.72
PORTLAND GENERAL ELECTR...	7.10.25-8.7.25	08/12/2025	7357701000 1300 KASTER RD	202-722-52003	134.14
PORTLAND GENERAL ELECTR...	7.10.25-8.7.25	08/12/2025	8863163302 1300 KASTER RD	202-722-52003	24.72
JORDAN RAMIS PC ATTORNE...	237385	08/14/2025	GENERAL LEGAL	202-721-52019	385.00
JORDAN RAMIS PC ATTORNE...	237385	08/14/2025	GENERAL LEGAL	202-722-52019	253.50
JORDAN RAMIS PC ATTORNE...	237633	08/14/2025	GENERAL ENVIRONMENTAL	202-722-52019	478.50
JORDAN RAMIS PC ATTORNE...	237636	08/14/2025	DEQ RI/FS DEMAND	202-722-52019	609.00
JORDAN RAMIS PC ATTORNE...	237637	08/14/2025	25-ACRE WATERFRONT PRO...	202-721-52019	826.50
JORDAN RAMIS PC ATTORNE...	238426	08/14/2025	PROJECT ARCADIA SALE	202-722-52019	367.00
RADLER WHITE PARKS & ALE...	44327	08/14/2025	PROFESSIONAL SERVICES	202-722-52019	567.00
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>3,823.06</b>

## Fund: 203 - COMMUNITY ENHANCEMENT

CARDINAL SERVICES INC	027805	08/14/2025	TEMPORARY EMPLOYMENT	203-709-52140	4,413.43
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>4,413.43</b>

## Fund: 601 - WATER

BEMIS	11313	08/12/2025	TAGS	601-731-52001	45.00
AIRGAS INC	5518442709	08/14/2025	CYLINDER RETNAL	601-731-52001	380.70
<b>Fund 601 - WATER Total:</b>					<b>425.70</b>

## Fund: 603 - SEWER

CARDINAL SERVICES INC	027805	08/14/2025	TEMPORARY EMPLOYMENT	603-736-52023	34.91
CARDINAL SERVICES INC	027805	08/14/2025	TEMPORARY EMPLOYMENT	603-737-52023	34.91
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-1102	603-736-52010	18.32
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-3644	603-736-52010	16.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-3021	603-736-52010	18.32
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-3024	603-736-52010	18.32
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-3027	603-736-52010	18.33
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-7757	603-736-52010	16.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-3357	603-736-52010	16.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-1272	603-736-52010	16.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-3997	603-736-52010	16.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-3351	603-736-52010	16.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-3232	603-736-52010	16.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-6997	603-736-52010	16.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-1102	603-737-52010	18.33
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-3351	603-737-52010	16.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-3232	603-737-52010	16.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-1272	603-737-52010	16.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-3021	603-737-52010	18.33
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-6997	603-737-52010	16.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-3997	603-737-52010	16.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-3644	603-737-52010	16.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-3024	603-737-52010	18.33
CENTURY LINK	08.03.25 7305	08/14/2025	503-366-3027	603-737-52010	18.32
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-3357	603-737-52010	16.50
CENTURY LINK	08.03.25 7305	08/14/2025	503-397-7757	603-737-52010	16.50
DEPARTMENT OF ENVIRON...	08.08.25	08/14/2025	1200-C NPDES STORMWATER..	603-000-53033	3,103.36
Fund 603 - SEWER Total:					3,583.78
Fund: 605 - STORM					
BRIDGE TOWER OPCO LLC	745801125	08/14/2025	DJC ADVERTISING 25 STORM...	605-000-53504	682.26
Fund 605 - STORM Total:					682.26
Fund: 703 - PW OPERATIONS					
INEXPENSIVE TREE CARE	06331-I	08/14/2025	REMOVE ROTTEN WILLOW T...	703-733-52019	800.00
JORDAN RAMIS PC ATTORNE...	237388	08/14/2025	PUBLIC WORKS ENGINEERING	703-733-52019	490.00
METRO PLANNING INC	6703	08/14/2025	WEB GIS	703-733-52019	275.00
Fund 703 - PW OPERATIONS Total:					1,565.00
Fund: 706 - PUBLIC SAFETY					
OTAK INC	000082500063	08/12/2025	PUBLIC SAFETY BUILDING	706-000-52019	3,272.34
MACKENZIE	1094504	08/12/2025	ST. HELENS PUBLIC SAFETY B...	706-000-52019	1,862.50
JORDAN RAMIS PC ATTORNE...	237385	08/14/2025	GENERAL LEGAL	706-000-52019	2,765.00
JORDAN RAMIS PC ATTORNE...	237392	08/14/2025	TOSCHI LUBA APPEAL	706-000-52019	529.00
Fund 706 - PUBLIC SAFETY Total:					8,428.84
Grand Total:					119,245.97

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	94,783.90
201 - VISITOR TOURISM	1,540.00
202 - COMMUNITY DEVELOPMENT	3,823.06
203 - COMMUNITY ENHANCEMENT	4,413.43
601 - WATER	425.70
603 - SEWER	3,583.78
605 - STORM	682.26
703 - PW OPERATIONS	1,565.00
706 - PUBLIC SAFETY	8,428.84
<b>Grand Total:</b>	<b>119,245.97</b>

**Account Summary**

Account Number	Account Name	Expense Amount
100-000-20800	Court - State Assessment	2,025.87
100-000-20900	Court - County Assessm...	482.48
100-000-21000	Court - Restitution	50.00
100-000-36002	Fines - Court	31.75
100-701-52001	Operating Supplies	145.47
100-702-52014	Recruiting	100.00
100-702-52018	Professional Developme...	204.00
100-702-52019	Professional Services	2,505.85
100-705-52002	Personnel Uniforms Equ...	1,050.92
100-705-52003	Utilities	247.80
100-705-52010	Telephone	249.11
100-705-52018	Professional Developme...	100.00
100-705-52019	Professional Services	35,361.50
100-705-52023	Facility Maintenance	417.49
100-705-52115	REPORT WRITING	3,375.88
100-706-52019	Professional Services	20.22
100-706-52023	Facility Maintenance	1,285.31
100-706-52033	Printed Materials	716.05
100-707-52019	Professional Services	75.00
100-708-52001	Operating Supplies	25.29
100-708-52023	Facility Maintenance	724.55
100-709-52023	Facility Maintenance	104.74
100-710-52001	Operating Supplies	275.00
100-712-52010	Telephone	1,207.65
100-712-52019	Professional Services	10,249.17
100-715-52001	Operating Supplies	275.30
100-715-52019	Professional Services	33,001.50
100-715-52023	Facility Maintenance	476.00
201-000-52019	Professional Services	1,540.00
202-721-52019	Professional Services	1,211.50
202-722-52003	Utilities	336.56
202-722-52019	Professional Services	2,275.00
203-709-52140	Contract Programs	4,413.43
601-731-52001	Operating Supplies	425.70
603-000-53033	Sewer Capacity - Design	3,103.36
603-736-52010	Telephone	205.29
603-736-52023	Facility Maintenance	34.91
603-737-52010	Telephone	205.31
603-737-52023	Facility Maintenance	34.91
605-000-53504	Storm (Cleaning & CCTV)	682.26
703-733-52019	Professional Services	1,565.00
706-000-52019	Professional Services	8,428.84
Grand Total:		119,245.97

Project Account Summary

Project Account Key	Expense Amount
**None**	119,245.97
Grand Total:	119,245.97



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 201 - VISITOR TOURISM					
COLUMBIA COUNTY TRANSF...	8964-WAUNA	08/14/2025	DUMP FEES	201-000-52028	21.35
Fund 201 - VISITOR TOURISM Total:					21.35
Grand Total:					21.35

Fund Summary

Fund	Expense Amount
201 - VISITOR TOURISM	21.35
Grand Total:	21.35

Account Summary

Account Number	Account Name	Expense Amount
201-000-52028	Projects & Programs	21.35
Grand Total:		21.35

Project Account Summary

Project Account Key	Expense Amount
**None**	21.35
Grand Total:	21.35



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
RIVERSIDE GRILL & CATERING..	08.18.25	08/21/2025	REFUND TEMP PARKLET APPL..	100-000-35015	95.00
BIG RIVER TAP ROOM	08.18.25	08/21/2025	REFUND TEMP PARKLET APPL..	100-000-35015	95.00
BEMIS	11316	08/21/2025	FY 2026 BUDGET BOOKS	100-707-52019	505.50
MIDWEST TAPE	507598600	08/21/2025	DVD / ABD 2000010011	100-706-52034	26.99
INGRAM LIBRARY SERVICES	89768242	08/21/2025	BOOKS 20C7921	100-706-52033	146.89
INGRAM LIBRARY SERVICES	89768243	08/21/2025	BOOKS 20C7921	100-706-52033	37.67
INGRAM LIBRARY SERVICES	89768244	08/21/2025	BOOKS 20C7921	100-706-52033	125.98
INGRAM LIBRARY SERVICES	89781333	08/21/2025	BOOKS 20C7921	100-706-52033	44.95
INGRAM LIBRARY SERVICES	89781334	08/21/2025	BOOKS 20C7921	100-706-52033	733.53
ENTERPRISE FM TRUST	FBN5412435	08/21/2025	596107 BUILDING	100-711-52097	463.83
ENTERPRISE FM TRUST	FBN5412436	08/21/2025	CITY HALL FLEET	100-715-52097	7.00
ENTERPRISE FM TRUST	FBN5412447	08/21/2025	PARKS & REC FLEET	100-709-52097	427.68
OCCMA	R26024	08/21/2025	2025 OCCMA SUMMER CON...	100-701-52018	450.00
BLUE HERON SEPTIC AND DR...	01545	08/22/2025	MCCORMICK PARK-PUMPED ...	100-708-52019	750.00
BLUE HERON SEPTIC AND DR...	01546	08/22/2025	GREY CLIFF PARK-N RIVE ST...	100-708-52019	650.00
DEAN FOSTER	08.11.25	08/22/2025	TACTICAL FOLDING KNIFE TR...	100-705-52018	420.00
NW NATURAL GAS	08.12.25	08/22/2025	256563-8	100-705-52003	81.02
NW NATURAL GAS	08.12.25	08/22/2025	258767-3	100-706-52003	51.69
NW NATURAL GAS	08.12.25	08/22/2025	259856-3	100-708-52003	32.82
NW NATURAL GAS	08.12.25	08/22/2025	256304-7	100-708-52003	27.46
NW NATURAL GAS	08.12.25	08/22/2025	3707010-9	100-709-52003	28.96
NW NATURAL GAS	08.12.25	08/22/2025	1323284-8	100-715-52003	24.72
NW NATURAL GAS	08.12.25	08/22/2025	1359528-5	100-715-52003	23.34
ST HELENS BMX GROUP INC	08.15.25	08/22/2025	REFUND CLEANING DEPOSIT	100-000-22000	450.00
ROY VAN DYKE JR	08.18.25	08/22/2025	RESTITUTION CASE #24CR091...	100-000-21000	145.00
ANTHONY KASIMOV	08.18.25	08/22/2025	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
COLUMBIA FEED AND SUPPLY	1019	08/22/2025	STIHL STRING	100-708-52001	56.99
ADVENTISIT HEALTH OCCUP...	102441	08/22/2025	HEARING TEST	100-705-52019	974.00
TRACWIRE INC	11188	08/22/2025	FIELD TRAINING SOFTWARE A...	100-705-52006	1,190.00
ORKIN	282588695	08/22/2025	265 STRAND PEST SERVICE Cl...	100-715-52023	130.00
ORKIN	282588848	08/22/2025	1810 OLD PORTLAND RD PES...	100-705-52023	209.00
ORKIN	282588849	08/22/2025	1810 OLD PORTLAND RD PES...	100-705-52023	115.00
ORKIN	282589618	08/22/2025	375 S 18TH ST LIBRARY	100-706-52023	169.00
ENTERPRISE FM TRUST	FBN5399145	08/22/2025	POLICE LEASE	100-705-52097	35,996.83
ENTERPRISE FM TRUST	FBN5399145	08/22/2025	POLICE MAINTENANCE	100-705-52098	1,443.99
ENTERPRISE FM TRUST	FBN5412494	08/22/2025	PLANNING FLEET	100-710-52097	451.21
L.N CURTIS AND SONS	INV979948	08/22/2025	POLICE UNIFORMS	100-705-52002	152.00
L.N CURTIS AND SONS	INV979983	08/22/2025	POLICE UNIFORMS	100-705-52002	139.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>46,892.05</b>
<b>Fund: 201 - VISITOR TOURISM</b>					
TRAVEL INFORMATION COU...	119974	08/22/2025	NATL DOWNTOWN HISTORIC...	201-000-52028	168.00
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>168.00</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
NW NATURAL GAS	08.01.25	08/22/2025	NATURAL GAS 1300 KASTER ...	202-722-52003	77.24
MAUL FOSTER ALONGI INC	68586	08/22/2025	BWP ON CALL SERVICES	202-722-52019	753.75
MAUL FOSTER ALONGI INC	68587	08/22/2025	CENTRAL WATERFRONT SCO...	202-726-52019	11,160.19
MAUL FOSTER ALONGI INC	68588	08/22/2025	WATERFRONT REDEVELOPM...	202-726-52019	3,860.00
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>15,851.18</b>
<b>Fund: 205 - STREETS</b>					
LAKESIDE INDUSTRIES INC	331225	08/21/2025	EZ STREET ASPHALT	205-000-52001	962.44
BUREAU OF LABOR AND IND...	102441	08/22/2025	PUBLIC WORKS FEE FOR R-7...	205-000-53001	250.00
<b>Fund 205 - STREETS Total:</b>					<b>1,212.44</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 601 - WATER</b>					
LAWRENCE OIL COMPANY	CFSI-28906	08/21/2025	247752 WATER	601-732-52022	41.94
NW NATURAL GAS	08.12.25	08/22/2025	1583294-2	601-732-52003	23.34
ROGERS MACHINERY COMP...	1481971	08/22/2025	SERVICE	601-732-52019	1,094.00
ROGERS MACHINERY COMP...	1482863	08/22/2025	SERVICE WFF	601-732-52001	447.00
ROGERS MACHINERY COMP...	1482863	08/22/2025	SERVICE	601-732-52019	1,148.00
NORTHSTAR CHEMICAL	318460	08/22/2025	SODIUM HYPOCHLORITE 12....	601-732-52083	1,885.50
NORTHSTAR CHEMICAL	318807	08/22/2025	SODIUM HYPOCHLORITE 12....	601-732-52083	10,261.33
EAGLE STAR ROCK PRODUCTS..	407711	08/22/2025	ROCK COWLITZ WATER	601-731-52001	145.56
EAGLE STAR ROCK PRODUCTS..	407742	08/22/2025	ROCK COWLITZ WATER	601-731-52001	143.70
PACIFIC NORTHERN ENVIRO...	50284	08/22/2025	CHLORINE ANALYZER INSTALL	601-732-52001	254.15
PACIFIC NORTHERN ENVIRO...	50284	08/22/2025	CHLORINE ANALYZER INSTALL	601-732-52019	2,007.50
CORE & MAIN	X39949	08/22/2025	MATERIALS	601-731-52001	770.72
CORE & MAIN	X418866	08/22/2025	MATERIALS	601-731-52001	695.94
<b>Fund 601 - WATER Total:</b>					<b>18,918.68</b>
<b>Fund: 603 - SEWER</b>					
NW NATURAL GAS	08.12.25	08/22/2025	258575-0	603-736-52003	19.23
NW NATURAL GAS	08.12.25	08/22/2025	258575-0	603-737-52003	19.22
<b>Fund 603 - SEWER Total:</b>					<b>38.45</b>
<b>Fund: 703 - PW OPERATIONS</b>					
LAWRENCE OIL COMPANY	066374	08/21/2025	247750 PUBLIC WORKS	703-734-52022	192.50
LAWRENCE OIL COMPANY	CFSI-28906	08/21/2025	247751 ENGINEERING	703-733-52022	84.70
LAWRENCE OIL COMPANY	CFSI-28906	08/21/2025	247748 PUBLIC WORKS	703-734-52022	1,127.78
ENTERPRISE FM TRUST	FBN5399143	08/21/2025	ENTERPRISE FLEET LEASE & ...	703-734-52097	990.71
NW NATURAL GAS	08.12.25	08/22/2025	114867-5	703-734-52003	23.34
NW NATURAL GAS	08.12.25	08/22/2025	1960772-0	703-734-52003	23.34
SUNSET EQUIPMENT	115062	08/22/2025	LOW SMOKE	703-734-52001	35.96
GENERAL EQUIPMENT COM...	94009	08/22/2025	HIGH PRESSURE HANDGUN ...	703-739-52099	486.00
ENTERPRISE FM TRUST	FBN5412450	08/22/2025	ENGINEERING FLEET 619034	703-733-52097	520.60
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>3,484.93</b>
<b>Grand Total:</b>					<b>86,565.73</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	46,892.05
201 - VISITOR TOURISM	168.00
202 - COMMUNITY DEVELOPMENT	15,851.18
205 - STREETS	1,212.44
601 - WATER	18,918.68
603 - SEWER	38.45
703 - PW OPERATIONS	3,484.93
<b>Grand Total:</b>	<b>86,565.73</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-21000	Court - Restitution	145.00
100-000-22000	CLEANING DEPOSIT	450.00
100-000-35015	Fees - Planning	190.00
100-000-36002	Fines - Court	20.00
100-701-52018	Professional Developme...	450.00
100-705-52002	Personnel Uniforms Equ...	291.00
100-705-52003	Utilities	81.02
100-705-52006	Computer Maintenance	1,190.00
100-705-52018	Professional Developme...	420.00
100-705-52019	Professional Services	974.00
100-705-52023	Facility Maintenance	324.00
100-705-52097	Enterprise Fleet	35,996.83
100-705-52098	Enterprise Fleet Mainte...	1,443.99
100-706-52003	Utilities	51.69
100-706-52023	Facility Maintenance	169.00
100-706-52033	Printed Materials	1,089.02
100-706-52034	Visual Materials	26.99
100-707-52019	Professional Services	505.50
100-708-52001	Operating Supplies	56.99
100-708-52003	Utilities	60.28
100-708-52019	Professional Services	1,400.00
100-709-52003	Utilities	28.96
100-709-52097	Enterprise Fleet	427.68
100-710-52097	Enterprise Fleet	451.21
100-711-52097	Enterprise Fleet	463.83
100-715-52003	Utilities	48.06
100-715-52023	Facility Maintenance	130.00
100-715-52097	Enterprise Fleet	7.00
201-000-52028	Projects & Programs	168.00
202-722-52003	Utilities	77.24
202-722-52019	Professional Services	753.75
202-726-52019	Professional Services	15,020.19
205-000-52001	Operating Supplies	962.44
205-000-53001	Street Improvements & ...	250.00
601-731-52001	Operating Supplies	1,755.92
601-732-52001	Operating Supplies	701.15
601-732-52003	Utilities	23.34
601-732-52019	Professional Services	4,249.50
601-732-52022	Fuel	41.94
601-732-52083	Chemicals	12,146.83
603-736-52003	Utilities	19.23
603-737-52003	Utilities	19.22
703-733-52022	Fuel	84.70
703-733-52097	Enterprise Fleet	520.60
703-734-52001	Operating Supplies	35.96
703-734-52003	Utilities	46.68
703-734-52022	Fuel	1,320.28
703-734-52097	Enterprise Fleet	990.71

Account Summary

Account Number	Account Name	Expense Amount
703-739-52099	Equipment Operations	486.00
Grand Total:		86,565.73

Project Account Summary

Project Account Key	Expense Amount
**None**	86,565.73
Grand Total:	86,565.73



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Packet: APPKT01351 - WAUNA AP 8.22.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 201 - VISITOR TOURISM					
NW NATURAL GAS	08.12.25 MASONIC	08/22/2025	NATURAL GAS- MASONIC BU...	201-000-52131	51.43
NW NATURAL GAS	08.12.25 MASONIC	08/22/2025	NATURAL GAS- MASONIC BU...	201-000-52131	23.34
CITY OF ST. HELENS	08.22.25	08/22/2025	01-00178-001 MASONIC BUI...	201-000-52131	104.09
TREADWAY EVENTS & ENTER...	1983	08/22/2025	ST HELENS TOURISM EVENT ...	201-000-52039	15,966.67
Fund 201 - VISITOR TOURISM Total:					16,145.53
Grand Total:					16,145.53

Fund Summary

Fund	Expense Amount
201 - VISITOR TOURISM	16,145.53
Grand Total:	16,145.53

Account Summary

Account Number	Account Name	Expense Amount
201-000-52039	Contracted Events-Profe...	15,966.67
201-000-52131	Contracted Building Leas...	178.86
Grand Total:		16,145.53

Project Account Summary

Project Account Key	Expense Amount
**None**	16,145.53
Grand Total:	16,145.53



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Packet: APPKT01358 - 8.27.25 COURT AP

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
Alvarez, Elias Junior	INV0008012	07/15/2025	Refund Court Overpayment -...	100-000-36002	3.00
Coddington, Amy Rebecca	INV0008087	08/18/2025	Bail Refund - Coddington, A...	100-000-20200	5.00
Ray, Devin Allen	INV0008089	08/25/2025	Bail Refund Ray, Devin Allen	100-000-20200	800.00
Reyes, Troy Justin	INV0008090	08/25/2025	Bail Refund Reyes, Troy Justin	100-000-20200	560.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>1,368.00</b>
<b>Grand Total:</b>					<b>1,368.00</b>

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	1,368.00
Grand Total:	1,368.00

Account Summary

Account Number	Account Name	Expense Amount
100-000-20200	Court - Bail	1,365.00
100-000-36002	Fines - Court	3.00
Grand Total:		1,368.00

Project Account Summary

Project Account Key	Expense Amount
**None**	1,368.00
Grand Total:	1,368.00



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Packet: APPKT01357 - WAUNA AP 8.28.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 201 - VISITOR TOURISM					
COLUMBIA RIVER PUD	08.21.25 94111	08/26/2025	94111	201-000-52131	198.03
SCHWABE WILLIAMSON & W...	3441567	08/26/2025	US COAST GUARD CERTIFICA...	201-000-52019	2,357.50
Fund 201 - VISITOR TOURISM Total:					2,555.53
Grand Total:					2,555.53

Fund Summary

Fund	Expense Amount
201 - VISITOR TOURISM	2,555.53
Grand Total:	2,555.53

Account Summary

Account Number	Account Name	Expense Amount
201-000-52019	Professional Services	2,357.50
201-000-52131	Contracted Building Leas...	198.03
Grand Total:		2,555.53

Project Account Summary

Project Account Key	Expense Amount
**None**	2,555.53
Grand Total:	2,555.53



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Packet: APPKT01356 - AP 8.28.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
SYMBOLARTS LLC	0540418	08/26/2025	PATCH-ST HELENS POLICE DE...	100-705-52002	0.01
MAILBOXES NORTHWEST	08.01.25	08/26/2025	POSTAGE 2801 ACCT 1 PD	100-705-52001	70.78
PITNEY BOWES BANK INC PU...	08.11.25	08/26/2025	INK PAD REPLACEMENT KIT-...	100-715-52001	1,000.00
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	150 S 13TH ST- POLICE	100-705-52003	132.27
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	150 S 13 ST POLICE STATION ...	100-705-52003	553.19
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	375 S 18TH ST COLUMBIA CE...	100-706-52003	1,039.90
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	50.75
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	475 S 18TH ST - MCCORMICK...	100-708-52003	871.53
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	162 MCMICHAEL ST - CAMPB...	100-708-52003	138.37
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	475 S 18TH ST	100-708-52003	96.85
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	299 N 6TH ST - PARKS	100-708-52003	41.49
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	200 N 7TH ST - PARK	100-708-52003	39.39
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	475 S 18TH ST- MCCORMICK ...	100-708-52003	48.31
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	200 N RIVER ST - GREY CLIFFS...	100-708-52003	43.94
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	475 S 18TH ST	100-708-52003	25.96
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	475 S 18 ST METER 10220167	100-708-52003	71.19
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	265 STRAND ST. - DOCKS	100-708-52046	316.71
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	264 STRAND ST- PARKS/ GAZ...	100-708-52046	65.64
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	2625 GABLE RD REC CENTER	100-709-52003	339.79
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	265 STRAND ST- CITY HALL ...	100-715-52003	166.01
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	275 STRAND ST- CITY HALL U...	100-715-52003	139.51
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	265 STRAND ST- CITY HALL ...	100-715-52003	476.38
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	277 STRAND ST- CITY HALL U...	100-715-52003	106.70
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	277 STRAND ST -	100-715-52003	44.35
LEXISNEXIS	08.25.25 20F2	08/26/2025	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
COLUMBIA COUNTY MENTAL...	08.25.25	08/26/2025	REFUND CLEANING DEPOSIT ...	100-000-22000	450.00
LEXISNEXIS	08.25.25	08/26/2025	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
PETTY CASH - JENNIFER JOH...	08.26.25	08/26/2025	PETTY CASH-INCREASE COUR...	100-701-52024	50.00
PETTY CASH - JENNIFER JOH...	08.26.25	08/26/2025	PETTY CASH -SHOWER QUAR...	100-701-52024	0.50
PETTY CASH - JENNIFER JOH...	08.26.25	08/26/2025	PETTY CASH-SNACKS FOR POL...	100-702-52014	14.00
PETTY CASH - JENNIFER JOH...	08.26.25	08/26/2025	PETTY CASH-COUNCIL MEETI...	100-703-52001	23.59
PITNEY BOWES INC	1027950567	08/26/2025	INK PAD REPLACEMENT KIT-...	100-715-52001	531.15
WEX BANK	106833843	08/26/2025	POLICE FUEL PURCHASES	100-705-52022	4,628.00
WEX BANK	106833843	08/26/2025	CITY HALL FUEL 0256	100-715-52022	43.31
RICOH USA INC	109415863	08/26/2025	POLICE EQUIPMENT LEASE 1...	100-705-52001	283.66
MORE POWER TECHNOLOGY...	17601	08/26/2025	MICROSOFT 365 BUS STAND...	100-712-52006	2,858.40
MORE POWER TECHNOLOGY...	17606	08/26/2025	PROFESSIONAL SERVICES LA...	100-712-52006	375.00
SIERRA SPRINGS	21814586 081625	08/26/2025	WATER BOTTLED COURT / UB...	100-715-52001	45.97
AT&T MOBILITY	28730228933OXO8232025	08/26/2025	287302289330 POLICE PHON...	100-705-52010	1,032.54
QWEST DBA CENTURYLINK A...	3263X204-S-25223	08/26/2025	5163X204S3	100-712-52010	160.66
CENTURY LINK BUSINESS SER...	748515086	08/26/2025	88035002	100-712-52010	164.20
OGFOA	E1932	08/26/2025	2025 FALL OGFOA CONFERE...	100-707-52018	430.00
L.N CURTIS AND SONS	INV981124	08/26/2025	POLICE UNIFORMS	100-705-52002	194.00
L.N CURTIS AND SONS	INV981143	08/26/2025	POLICE UNIFORMS	100-705-52002	194.00
L.N CURTIS AND SONS	INV982162	08/26/2025	POLICE UNIFORMS	100-705-52002	231.00
CARDINAL SERVICES INC	028174	08/27/2025	TEMPORARY EMPLOYMENT	100-705-52023	337.49
CARDINAL SERVICES INC	028174	08/27/2025	TEMPORARY EMPLOYMENT	100-706-52023	512.05
CARDINAL SERVICES INC	028174	08/27/2025	TEMPORARY EMPLOYMENT	100-708-52023	46.55
CARDINAL SERVICES INC	028174	08/27/2025	TEMPORARY EMPLOYMENT	100-709-52023	128.01
CARDINAL SERVICES INC	028174	08/27/2025	TEMPORARY EMPLOYMENT	100-715-52023	476.00
CARDINAL SERVICES INC	028492	08/27/2025	TEMPORARY EMPLOYMENT	100-705-52023	349.13
CARDINAL SERVICES INC	028492	08/27/2025	TEMPORARY EMPLOYMENT	100-706-52023	546.96
CARDINAL SERVICES INC	028492	08/27/2025	TEMPORARY EMPLOYMENT	100-708-52023	46.55

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CARDINAL SERVICES INC	028492	08/27/2025	TEMPORARY EMPLOYMENT	100-709-52023	116.38
CARDINAL SERVICES INC	028492	08/27/2025	TEMPORARY EMPLOYMENT	100-715-52023	476.00
CENTRALSQUARE TECHNOL...	444952	08/27/2025	RMS	100-705-52115	1,935.25
<b>Fund 100 - GENERAL FUND Total:</b>					<b>22,599.37</b>

**Fund: 202 - COMMUNITY DEVELOPMENT**

AKS ENGINEERING & FOREST...	11559-01-03	08/26/2025	KASTER ROAD ST HELENS 11...	202-722-52019	7,617.50
DEPARTMENT OF ENVIRON...	WQSTM2600413	08/26/2025	STM INDUSTRIAL NPDES GE...	202-722-52019	1,573.52
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>9,191.02</b>

**Fund: 203 - COMMUNITY ENHANCEMENT**

CARDINAL SERVICES INC	028174	08/27/2025	TEMPORARY EMPLOYMENT	203-709-52140	3,525.62
CARDINAL SERVICES INC	028492	08/27/2025	TEMPORARY EMPLOYMENT	203-709-52140	2,295.35
CARDINAL SERVICES INC	028607	08/27/2025	TEMPORARY EMPLOYMENT	203-709-52140	1,008.67
CARDINAL SERVICES INC	028610	08/27/2025	TEMPORARY EMPLOYMENT	203-709-52140	758.78
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>7,588.42</b>

**Fund: 205 - STREETS**

COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	191 N MILTON WAY- LANDS...	205-000-52003	39.22
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	POWER 298 STRAND ST	205-000-52003	56.72
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	1370 COLUMBIA BLVD.- FOU...	205-000-52003	52.35
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	58651 COL HWY GATEWAY A...	205-000-52003	39.25
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	POWER 398 S 1ST	205-000-52003	40.84
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	40 ST HELENS STREET	205-000-52003	43.76
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	35320 SYKES RD	205-000-52003	47.30
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	62.19
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	2198 COLUMBIA BLVD - SIG...	205-000-52003	54.02
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	191 N MILTON WAY - SIGNAL	205-000-52003	48.81
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	265 STRAND ST	205-000-52003	3,703.92
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	715 S COLUMBIA RIVER HWY ..	205-000-52003	50.16
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	1800 COLUMBIA BLVD - SIG...	205-000-52003	125.37
<b>Fund 205 - STREETS Total:</b>					<b>4,363.91</b>

**Fund: 601 - WATER**

COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	35261 PITTSBURG RD- PW W...	601-731-52003	41.25
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	END OF KESTREL VIEW DRIVE	601-731-52003	115.56
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	2300 STRAND ST - WELL 2	601-731-52003	1,634.07
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	1680 1 ST -	601-731-52003	1,472.84
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	62420 COLUMBIA RIVER HWY..	601-731-52003	126.26
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	57500 OLD PORTLAND RD - ...	601-731-52003	45.91
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	1215 FOURTH ST - WFF	601-732-52003	6,643.45
SAMUEL ORTIZ	08.26.25	08/26/2025	TRAVEL REIMBURSEMENT-C...	601-732-52018	407.06
EAGLE STAR ROCK PRODUCTS..	407766	08/26/2025	ROCK SOUTH 12TH STREET	601-731-52001	256.04
CORRECT EQUIPMENT	58955	08/26/2025	PARTS	601-731-53315	20.00
SCAPPOOSE SAND AND GRA...	T88657	08/26/2025	ROCK & COMPOST	601-731-52001	335.90
UNITED FIRE INC	00189619	08/27/2025	WATER TREATMENT ANNUAL..	601-732-52019	1,466.50
<b>Fund 601 - WATER Total:</b>					<b>12,564.84</b>

**Fund: 603 - SEWER**

COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	240 CLARK ST PUMP STATION	603-735-52003	39.22
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	451 PLYMOTH ST - WWTP L...	603-736-52003	2,459.43
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	451 PLYMOTH ST - WWTP L...	603-737-52003	2,459.43
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	169 S 4TH ST WATER FLOW ...	603-738-52003	46.29
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	134 N 1ST- PS 2 8873519	603-738-52003	89.45
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	110 S 4TH ST - PS 3	603-738-52003	44.60
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	505 S 1ST ST PUMP STATION	603-738-52003	105.43
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	240 MADRONA CT	603-738-52003	143.13
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	35120 MAPLE ST. - PS 11	603-738-52003	99.06
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	58791 58725 COL RIV HWY P...	603-738-52003	49.00
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	58360 OLD PORTLAND RD - P...	603-738-52003	210.68
SAMUEL ORTIZ	08.26.25	08/26/2025	TRAVEL REIMBURSEMENT-C...	603-736-52018	406.93
SAMUEL ORTIZ	08.26.25	08/26/2025	TRAVEL REIMBURSEMENT-C...	603-737-52018	406.93
OREGON DEQ BUSINESS OFF...	09.1.25	08/26/2025	PRINCIPAL & INTEREST R068...	603-000-55001	50,000.00
OREGON DEQ	09.1.25	08/26/2025	ANNUAL FEE LOAN R06801	603-000-55003	3,250.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HASA	1065459	08/26/2025	MULTI CHLOR	603-736-52083	10,756.78
EAGLE STAR ROCK PRODUCTS..	407771	08/26/2025	ROCK-OLD PORTLAND RD S...	603-735-52001	437.47
CASCADE CONCRETE PRODU...	93867	08/26/2025	GRADE RING	603-735-52001	146.00
CARDINAL SERVICES INC	028174	08/27/2025	TEMPORARY EMPLOYMENT	603-736-52023	29.09
CARDINAL SERVICES INC	028174	08/27/2025	TEMPORARY EMPLOYMENT	603-737-52023	29.10
CARDINAL SERVICES INC	028492	08/27/2025	TEMPORARY EMPLOYMENT	603-736-52023	34.91
CARDINAL SERVICES INC	028492	08/27/2025	TEMPORARY EMPLOYMENT	603-737-52023	34.91
Fund 603 - SEWER Total:					71,277.84
Fund: 703 - PW OPERATIONS					
RYAN POWERS	07.30.25	08/26/2025	TRAVEL REIMBURSEMENT	703-734-52018	19.00
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	984 OREGON ST - PW SHOP	703-734-52003	121.25
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	984 OREGON ST	703-734-52003	168.70
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	650 OREGON ST -LEMONT P...	703-734-52003	434.64
COLUMBIA RIVER PUD	08.14.25 7493	08/26/2025	1230 DEER ISLAND RD - PW	703-734-52003	79.20
PETTY CASH - JENNIFER JOH...	08.26.25	08/26/2025	PETTY CASH-SNACKS	703-734-52001	22.86
PETTY CASH - JENNIFER JOH...	08.26.25	08/26/2025	PETTY CASH FOOD SAFETY M...	703-734-52001	40.96
PETTY CASH - JENNIFER JOH...	08.26.25	08/26/2025	PETTY CASH SAFETY TRAININ...	703-734-52001	34.08
PETTY CASH - JENNIFER JOH...	08.26.25	08/26/2025	PETTY CASH-DONUTS	703-734-52001	20.00
WEX BANK	106833843	08/26/2025	PW CHEROKEE 25478	703-734-52022	292.80
UNITED FIRE INC	00188302	08/27/2025	FIRE ALARM ANNUAL MAINT	703-734-52019	505.00
Fund 703 - PW OPERATIONS Total:					1,738.49
Grand Total:					129,323.89

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	22,599.37
202 - COMMUNITY DEVELOPMENT	9,191.02
203 - COMMUNITY ENHANCEMENT	7,588.42
205 - STREETS	4,363.91
601 - WATER	12,564.84
603 - SEWER	71,277.84
703 - PW OPERATIONS	1,738.49
<b>Grand Total:</b>	<b>129,323.89</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-22000	CLEANING DEPOSIT	450.00
100-000-36002	Fines - Court	40.00
100-701-52024	Miscellaneous	50.50
100-702-52014	Recruiting	14.00
100-703-52001	Operating Supplies	23.59
100-705-52001	Operating Supplies	354.44
100-705-52002	Personnel Uniforms Equ...	619.01
100-705-52003	Utilities	685.46
100-705-52010	Telephone	1,032.54
100-705-52022	Fuel	4,628.00
100-705-52023	Facility Maintenance	686.62
100-705-52115	REPORT WRITING	1,935.25
100-706-52003	Utilities	1,039.90
100-706-52023	Facility Maintenance	1,059.01
100-707-52018	Professional Developme...	430.00
100-708-52003	Utilities	1,427.78
100-708-52023	Facility Maintenance	93.10
100-708-52046	Dock Services	382.35
100-709-52003	Utilities	339.79
100-709-52023	Facility Maintenance	244.39
100-712-52006	Computer Maintenance	3,233.40
100-712-52010	Telephone	324.86
100-715-52001	Operating Supplies	1,577.12
100-715-52003	Utilities	932.95
100-715-52022	Fuel	43.31
100-715-52023	Facility Maintenance	952.00
202-722-52019	Professional Services	9,191.02
203-709-52140	Contract Programs	7,588.42
205-000-52003	Utilities	4,363.91
601-731-52001	Operating Supplies	591.94
601-731-52003	Utilities	3,435.89
601-731-53315	Capital Outlay Railroad ...	20.00
601-732-52003	Utilities	6,643.45
601-732-52018	Professional Developme...	407.06
601-732-52019	Professional Services	1,466.50
603-000-55001	Principal	50,000.00
603-000-55003	Loan Fee	3,250.00
603-735-52001	Operating Supplies	583.47
603-735-52003	Utilities	39.22
603-736-52003	Utilities	2,459.43
603-736-52018	Professional Developme...	406.93
603-736-52023	Facility Maintenance	64.00
603-736-52083	Chemicals	10,756.78
603-737-52003	Utilities	2,459.43
603-737-52018	Professional Developme...	406.93
603-737-52023	Facility Maintenance	64.01
603-738-52003	Utilities	787.64
703-734-52001	Operating Supplies	117.90

Account Summary

Account Number	Account Name	Expense Amount
703-734-52003	Utilities	803.79
703-734-52018	Professional Developme...	19.00
703-734-52019	Professional Services	505.00
703-734-52022	Fuel	292.80
Grand Total:		129,323.89

Project Account Summary

Project Account Key	Expense Amount
**None**	129,323.89
Grand Total:	129,323.89



St. Helens, OR

Item #19.

# Expense Approval Register

Packet: APPKT01355 - AP 8/28/25 FY 25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
911 Supply	INV-1-51884	06/30/2025	UNIFORMS	100-705-52002	277.54
911 Supply	INV-1-51885	06/30/2025	UNIFORMS	100-705-52002	277.54
911 Supply	INV-1-51886	06/30/2025	UNIFORMS	100-705-52002	277.54
911 Supply	INV-1-51887	06/30/2025	UNIFORMS	100-705-52002	276.64
911 Supply	INV-1-51888	06/30/2025	UNIFORMS	100-705-52002	296.79
911 Supply	INV-1-51889	06/30/2025	UNIFORMS	100-705-52002	277.54
				Fund 100 - GENERAL FUND Total:	1,683.59
				Grand Total:	1,683.59

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	1,683.59
Grand Total:	1,683.59

Account Summary

Account Number	Account Name	Expense Amount
100-705-52002	Personnel Uniforms Equ...	1,683.59
Grand Total:		1,683.59

Project Account Summary

Project Account Key	Expense Amount
**None**	1,683.59
Grand Total:	1,683.59